HIGHWAY WORK PROPOSAL

Notice of Award Dated

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

Proposal Number: U

018

COUNTY STATE PROJECT FEDERAL PROJECT DESCRIPTION HIGHWAY

Milwaukee 2275-05-70 WISC 2024005 C Milwaukee, N 20th St; North Ave to STH 057

Hopkins St

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 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: November 14, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code SAMPLE
Contract Completion Time May 15, 2025	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 8%	This contract is exempt from federal oversight.

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

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

(Bidder Signature)
(Print or Type Bidder Name)
(Bidder Title)
se Only

Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

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

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

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

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

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

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

B. Submitting Electronic Bids

B.1 On the Internet

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

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

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

Bidder Name BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or 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 TM generated schedule of items is not the same on each page.
 - 2. The check code printed on the printout of the Expedite TM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 - 3. The diskette or CD ROM is not submitted at the time and place the department designates.

B Waiver of Electronic Submittal

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

DT1303 1/2006

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

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

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

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

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

PRINCIPAL

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

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

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

Instructions for Certification

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

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

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

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

Special Provisions

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STSP'S Revised June 29, 2023 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2275-05-70, C Milwaukee, N 20th St, North Ave to Hopkins St, STH 57, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2024 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 (20230629)

2. Scope of Work.

The work under this contract shall consist of HMA milling and resurfacing, concrete base, concrete curb and gutter, ADA curb ramps, concrete sidewalk, traffic signals, lighting, signs, traffic control, pavement markings 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.

A General

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 ten 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.

B Contractor Coordination

Coordinate the work according to standard spec 105.5.2.

Arrange and conduct weekly progress meetings. The contractor's superintendent or representative, designated materials representative, subcontractor's representatives for ongoing subcontract work or subcontract work expected to begin within the next three weeks shall attend. Provide and discuss the schedule and updates at the weekly progress meetings. Agenda items at the meeting shall include, but not be limited to, the following:

- Review of the contractor's and subcontractors' schedule. Indicate if the project is on, ahead or behind schedule. If behind indicate why, how much behind and how the project will get back on schedule.
- Utility conflicts and relocation schedule.
- Evaluation of progress to date.
- · Outstanding Requests for Information (RFI's) or issues that may cause contract modifications.
- Shop drawing submittal status.
- · Materials submittal status.
- Materials sampling and testing activities and results.
- · Lane, road, and ramp closure schedules.

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- Impacts to businesses and private properties.
- · Impacts to bus routes, emergency services, postal services.
- · Equipment status of orders and deliveries.

Once the work has started on the contract, work continually until the contract work is complete. The contract will not be considered complete until all items on the contract are completed, including sodding and roadway finishing.

Obtain permission from the engineer a minimum of 48 hours prior to any construction schedule change.

If the contractor desires to work on Saturday, Sunday, or nationally recognized legal holidays, he must obtain approval from the engineer at least 24 hours in advance. If scheduling changes after approval has been obtained, notify the engineer as soon as possible, but not later than 3:00 PM of the prior day.

No extra cost will be allowed for "cold weather protection" as addressed in standard spec 415.13.

Store drums, buckets and other containers related to construction operations in a secure area to prevent vandalism, spills, and unwanted dumping. If an abandoned container is discovered on the project site, notify the WDNR at (800) 943-0003.

The labor and materials required to restore concrete sidewalk, after saw cutting, will be deemed incidental to the bid item 690.250, Sawing Concrete.

C Work Restrictions

C.1 General

Do not perform landscape planting work prior to April 1, 2025.

Comply with all local ordinances which apply to work operations, including those pertaining to work during night-time hours. Furnish any and all ordinance variances issued by the municipality or required permits to the engineer in writing three working days before performing such work. Night-time and weekend work will not be allowed without written approval from the engineer and the City of Milwaukee at least three days in advance of the planned work during night-time and weekend hours.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval from the engineer. Park and store equipment and material only at work sites approved by the engineer.

Add the following to standard spec 107.18 Environmental Protection:

When performing the roadway cleaning operation, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable, self-contained particulate collectors to prevent discharge from collection bin into the atmosphere.

Store drums, buckets and other containers related to construction operations in a secure area to prevent vandalism, spills, and unwanted dumping. If an abandoned container is discovered on the project site, notify the WDNR at (800) 943-0003.

Add the following to standard spec 108.9.4 Contract Time for Completion Date Contracts:

Work on Saturday, Sunday, or nationally recognized legal holidays will not be allowed without approval from the engineer and the City of Milwaukee at least three days in advance. If scheduling changes after approval has been obtained, notify the engineer as soon as possible, but not later than 3:00 PM of the prior day.

D. Interim Completion and Liquidated Damages – All work except traffic signals and landscaping: November 15, 2024.

Complete all construction operations on North 20th Street by November 15, 2024 except traffic signal assembly installation and landscaping.

If the contractor fails to complete all construction operations on North 20th Street by November 15, 2024 except traffic signal assembly installation and landscaping, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 16, 2024. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11.

4. Traffic.

A General

Coordinate traffic requirements under this project with other adjacent department or local municipality projects. Contractor is responsible for implementing and coordinating with other contractors all traffic control shown in the plans. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

Submit to the engineer for approval a detailed traffic control plan if different than the traffic control plan provided in the plan set. Submit this plan ten days prior to the pre-construction conference.

No operation may proceed until all traffic control devices for such work are in the proper location.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to reroute traffic during the construction operations.

During all construction operations, maintain adequate turning provisions for vehicles, including buses and trucks, at the intersections that are to remain open.

All construction vehicles and equipment entering or leaving traffic lanes shall yield to through traffic.

Post parking restrictions at least three days prior to the start of construction. Contact Mr. Cameron Potter at (414) 286-3276 three working days prior to the start of construction operations.

When an area of the roadway is temporarily closed to traffic, sign and delineate the portion of the roadway that is to remain open, according to Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD), and the WisDOT manual titled "Guidelines for Construction, Maintenance, & Utility Operations".

Do not store equipment, vehicles or materials beyond the project limits without specific approval by the engineer.

Do not commence work under this contract until the required traffic control devices and markings are in place and the engineer approves the installations

Provide proposed sequence of operations and methods of handling traffic. Submit revisions in traffic handling to the engineer for approval at least 48-hours in advance of making any changes in traffic operations.

Except where noted, keep the intersection accessible at all times. Include any costs associated with staging operations at intersections that are to remain accessible at all times in the unit bid price for Traffic Control (Project).

Maintain or provide pedestrian access to adjacent properties, businesses, and at bus stops where necessary, as directed by the engineer.

At locations where pedestrian access will be maintained, provide temporary means to prevent grade differences greater than 1/4-inch. Bridge vertical differences using slopes of 12:1 or greater through temporary asphalt wedging or through other means approved by the engineer. Temporary asphalt wedging placed separately from mainline HMA paving operations to be paid for as temporary pedestrian surface asphalt. Work to maintain and remove temporary pavements incidental to temporary pedestrian surface asphalt.

Where the engineer in conjunction with the contractor's work schedule has permitted lane closure(s), make a continuous effort to complete the work within said lane closure(s) in a timely manner. If, in the engineer's judgment, the contractor's operations fail to meet the approved schedule, permission for a full-time parking lane closure will be rescinded.

Do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in the Traffic article in these special provisions.

At locations that vehicular traffic and access will be maintained, provide temporary means to prevent grade differences greater than 2 inches between milled surfaces and existing or newly paved surfaces

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(both longitudinal and transverse) and temporary means to accommodate traffic across staged construction of concrete pavement. Bridge vertical differences using slopes of 12:1 or greater through milling of existing HMA pavement, through temporary asphalt wedging, through the use of wedge/tapered joint as part of mainline HMA paving, or through other means as approved by the engineer. Work to remove temporary pavements or to remove longitudinal wedge/tapered joints to be paid for as removing asphaltic surface butt joints. Temporary asphalt wedging placed separately from mainline HMA paving operations to be paid for as asphaltic surface temporary.

Maintain or provide pedestrian access to adjacent properties, businesses, and bus stops where necessary, as directed by the engineer. When closing or relocating crosswalks or sidewalks, provide detectable temporary facilities and include accessibility features consistent with existing pedestrian facilities. Construction of the new curb ramps at each intersection shall be performed in a manner to minimize pedestrian disruption to the extent practical. Provide temporary curb ramps and/or bridging between the curb and right-of-way line over new pavement and other obstructions on the sidewalk area at the entrances to buildings or as directed by the engineer. The cost to maintain pedestrian access shall be incidental to the following bid items: Concrete Sidewalk 5-Inch.

Upon completion of the normal workday and when work is not in progress, provide a minimum 3:1 slope off the edge of existing pavements. Sloping shall consist of materials suitable for carrying a vehicle.

B Construction Contact Information

Designate an individual responsible for traffic control maintenance including access of local traffic, and 24-hour emergency traffic control repair. Provide the name and telephone number of this individual to the engineer.

Provide City of Milwaukee Police Department with a 24-hour emergency contact number for when traffic control maintenance is required.

In no case may any barricade, light, sign or other traffic control device be out of service for more than 2 hours. The cost to maintain and restore the above items is incidental to the bid item Traffic Control and no additional payment will be made.

C Vehicle Access

Maintain emergency vehicular access at all times to roadways located within the project limits.

Provide access for mail service, utility meter reading and garbage pick-up

Local access to residences and businesses within the project area shall be maintained to the maximum extent possible. No residential or commercial drive approach shall be closed without sufficient notice given to the occupants of the premise to remove their vehicles prior to removal or closing of the drive approach access. Reasonable access to abutting business locations shall be maintained at all times.

On-street parking will not be allowed during construction.

D Definitions

The following definitions shall apply to this contract:

Night-Time Periods 10:00 PM to 6:00 AM Monday, Tuesday, Wednesday, Thursday, and Friday Weekend Periods 10:00 PM Friday to 6:00 AM Monday

E Traffic Control Description

N 20th St (STH 57) will be constructed in two stages. One lane of traffic in each direction will be maintained at all times

Stage 1

Construction of the northbound lanes on N 20th St for curb ramps, concrete curb and gutter, street lighting and signal equipment as shown in the plans. Contractor to minimize pedestrian disruption to extent possible. Closed to northbound traffic, one lane open in southbound direction.

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Stage 2

Construction of the southbound lanes on N 20th St for curb ramps, concrete curb and gutter, street lighting and signal equipment as shown in the plans. Contractor to minimize pedestrian disruption to extent possible. Closed to southbound traffic, one lane open in northbound direction.

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying N 20th St (STH 57) traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 24, 2024 to 6:00 AM Tuesday, May 28, 2024 for Memorial Day;
- From noon Wednesday, July 3, 2024 to 6:00 AM Friday, July 5, 2024 for Independence Day;
- From noon Friday, August 30, 2024 to 6:00 AM Tuesday, September 3, 2024 for Labor Day.

stp-107-005 (20210113)

6. Utilities.

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

stp-107-066 (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.

Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Contact each utility company listed in the plans prior to preparing bids to obtain current information on the status of existing and any newly relocated utility facilities within the project limits.

Construction ID 2275-05-70

A. American Transmission Company (ATC)

No transmission facilities are present in the area. ATC leases fiber from MWFN. There are no anticipated conflicts.

Contact Jeff Vanderwerff at <u>jvanderwerff@atcllc.com</u> with any questions or concerns regarding ATC facilities.

B. AT&T Wisconsin

AT&T Wisconsin operates underground communication facilities within the limits of the project.

AT&T Wisconsin operates facilities within the project limits has the following to be verified by potholing and adjusting conduit prior to construction for new storm crossing:

Conduit at Station 13 + 83, 15' RT - Pipe CB 118 to Structure MH 119

Conduit at Station 14 + 40, 47' LT - Pipe CB 122 to Structure MH 121

Conduit at Station 27 + 50, 54' LT - Pipe CB 139 to Structure MH 142

Conduit at Station 27 + 50, 51' RT - Pipe CB140 to Structure MH 138

Conduit at Station 28 + 17, 03' LT - Pipe CB 146 to Structure MH 144A

Conduit at Station 28 + 17, 05 LT - Pipe CB 146 to Structure MH 144A

Conduit at Station 40 + 33, 07' RT - Pipe CB 164 to Structure MH 165

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Conflicting utility facilities will need to be relocated prior to construction. If this is not feasible, provide an explanation and an indication of what work will require coordination with the highway contractor during construction.

AT&T Wisconsin will have to complete Frame and Cover adjustments for our two manhole structures in the following locations during construction of the road and final grade to be provided by the road contractor:

Station 14 + 41, 15' RT - CONC MH 4013 Intersection of W Wright St and N 20th St

Station 27 + 49, 04' LT, CONC MH4A08 Intersection of W Center St and N 20th St

AT&T anticipates working Potholing 1-3 day per location, adjustments 3-5 working days per location as required prior to construction. Manhole adjustments 1 day per location with 7 days' notice to coordinate.

Contact Jay Bulanek at <u>jb5175@att.com</u> with any questions or concerns regarding AT&T Wisconsin facilities.

C. Charter / Spectrum

Charter / Spectrum has underground communications facilities crossing south of the intersection on W. Wright St and N.20th. Street, and south of W. North Ave. on N. 20th Street. There are no anticipated conflicts.

Two vaults in the southeast and southwest corners of Wright St. will need to be adjusted to final sidewalk grades during construction. Please provide Spectrum 14 days' notice prior to sidewalk construction. Hand hole adjustments will take one day per location.

Contact Charles Brasile at (414) 430-5812 or charles.brasile@charter.com with any questions or concerns regarding Charter / Spectrum facilities.

D. City of Milwaukee

D.1. Communications

City of Milwaukee, Communications operates fiber optic cabling in a CUC at the intersection of 20th street and Chambers. There are no anticipated conflicts.

Contact DPW Communications Dispatch and Bryan M. Pawlak at (414) 286-5970 with any questions or concerns regarding City of Milwaukee, Communications facilities.

D.2. City Underground Conduit (CUC)

The City of Milwaukee City Underground Conduit utility has communication lines in underground conduit and manhole located throughout the project limits.

The existing CUC manhole covers are to be adjusted to grade by the contractor and according to Adjusting CUC Manhole Cover special provision included in the contract.

There are two conduit packages to be extended to relocated traffic cabinets by the contractor as shown on the plans and per the special provisions included in the contract. The new conduit packages will not be in conflict or impact any other utilities.

Contact Karen Rogney (414) 286-3243 or krogne@milwaukee.gov with any questions or concerns regarding City of Milwaukee, CUC facilities.

D.3. Water Works

The City of Milwaukee, Water Works operates water underground facilities within the project limits.

Valves boxes may need to be adjusted after paving.

MWW is OK with hydrants located in side slopes and not impacting path of travel – no alteration anticipated.

- N 20th St and W Clarke St SW corner of the intersection (Station 20+64.4, 28' LT); a hydrant may be partially in the sidewalk. No hydrant relocation (page 13, 22, 42, 92).
- N 20th St and W Locust St NE corner of the intersection (Station 41+10.9, 37.8' RT); a hydrant shown near the side slope. No hydrant relocation (page 6, 17, 25,46,100).
- N 20th St and W Chambers St At SW corner of the intersection (Station 47+13.3, 24.5' LT); a hydrant shown near the side slope. No hydrant relocation (page 6, 18, 26, 47,102).

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N 20th St and W Chambers St - NE corner of the intersection (Station 47+83.5, 18.4' RT); a hydrant shown near the side slope. No hydrant relocation (page 6, 18, 26,47,102).

There are four Hydrants in conflict with the proposed walk/ramps that required a hydrant alteration as noted below:

- N 20th St and W Wright St.
 - Hydrant SE corner direct conflict with walk/crosswalk (page 12, 21, 41, 52, 90).
- · N 20th St and W Center St.
 - Hydrant SW corner direct conflict with walk/crosswalk (page 8, 14, 23, 43, 94).
- N 20th St and W Hadley St.
 - Hydrant SW corner direct conflict with walk/crosswalk (page 15, 24, 44, 96) Hydrant NE corner (Station 34+65.5, 19' RT) direct conflict with proposed curb (page 15, 24,44, 96).

Anticipated Start Date is March 2024.

MWW will need 20 working days before construction to complete their work.

Contact Joshua Iwen at (414) 286-3640 or <u>jiwen@milwaukee.gov</u> with any questions or concerns regarding City of Milwaukee, Water Works facilities.

E. Everstream Solutions

Everstream has existing fiber optic facilities routing east and west within the south W Center St right-of-way at N 20th Street. The facilities range from 3-6' north of the W Center St south right-of-way line.

There are no conflicts anticipated.

Contact Shad Garcia at (414) 522-6685 or sgarcia@everstream.net with any questions or concerns regarding Everstream Solutions facilities.

F. Midwest Fiber Networks (MWFN)

MWFN has overhead facilities within the construction limit.

The overhead communication lines are located at Chambers and dependent on We Energies. No conflicts are anticipated.

Contact Cory Schmuki at (414) 459-3561 or cschmuki@midwestfibernetworks.com with questions or concerns regarding MWFN facilities.

G. WE Energies - Electric

WE Energies - Electric has underground and overhead facilities within the limits of the project.

Relocations and/or adjustments of We Energies facilities will be constructed per the attached list, and work requests. Highway stationing has been used where possible to locate new facilities.

Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is. We Energies has determined that the project is constructible with these facilities left within the work-zone.

No relocation work will be required. Manhole covers/chimneys will be adjusted by WE-Electric at the following locations during construction:

- MH6808 Station 02+65.2, 8.5' LT
- MH7277 Station 02+71.5, 13.2' RT
- MH7064 Station 06+4.3, 6.7' LT
- MH6828 Station 07+60.2, 9.0' LT
- MH6831 Station 10+91, 9.0' LT
- MH7065 Station 12+68.8, 6.5' LT

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We Energies will require a separate 14 to 16 calendar day notice before the work site is anticipated to be available for each location of utility relocation and/or adjustment work. We Energies will also require a separate follow up notice, for each location, no less than 3 working days before the work site is anticipated to be available for relocation and/or adjustment work.

This work will take 14 working days to complete.

It is imperative that the highway contractor contact We Energies before removing any electrical underground cables to verify that they have been discontinued and carry no electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

Contact Nicholas Welch at (414) 944-5765 or <u>Nicholas.welch@we-energies.com</u> with questions or concerns regarding this utility.

- We Energies Electric Dispatch # 1(800) 662-4797.

H. WE Energies - Gas

WE Energies - Gas has underground facilities within the limits of the project.

Relocations and/or adjustments of We Energies facilities will be constructed per the attached work request. Highway stationing has been used where possible to locate new facilities.

WR#4799640

-We Energies to discontinue in place existing gas mains at the following locations:

Station 2+54, 16.5 LT to 2+75, 16.5 LT to 13.5 LT to 27+20, 13.5 LT to 26.5 LT to 28+00, 25 LT to 53+37, 25 LT to 53+42, 21 LT to 56+74, 21 LT to 56+78, 24 LT / 7+53, 40.5 LT to 13.5 LT / 7+48, 13.5 LT to 63 RT / 27+39, 42.5 RT to 54 RT to 27+43, 58 RT to 66 RT to 27+39, 70 RT to 75 RT / 34+08, 25 LT to 40 LT / 40+55, 189.5 LT to 40+71, 189.5 LT to 40+72, 37 LT to 40+77, 33 LT to 59.5 RT / 47+77, 25 LT to 28 LT to 47+75, 30 LT to 47+73, 45 LT.

-We Energies to install gas mains at the following locations:

Station 2+51, 26.5 LT to 6+73, 26.5 LT to 7+03, 29.5 LT to 8+25, 29.5 LT to 8+55, 26.5 LT to 8+85, 26.5 LT to 9+15, 29.5 LT to 10+90, 29.5 LT to 11+25, 26 LT to 11+55, 26 LT to 11+90, 29.5 LT to 13+75, 29.5 LT to 13+92, 28 LT to 14+57, 28 LT to 14+72, 26.5 LT to 19+46, 26.5 LT to 19+76, 29.5 LT to 22+16, 29.5 LT to 22+46, 26.5 LT to 25+25, 26.5 LT / 28+97, 10 LT to 54+72, 12 LT to 28 LT to 56+58, 28 LT to 56+68, 37 LT to 56+80, 25.5 LT / 7+89, 29.5 RT to 7+85, 31.5 RT 65 RT to 7+48, 65 RT / 20+67, 29.5 LT to 62 LT to 20+86, 62 LT / 27+29, 36 RT to 77 RT to 27+39, 77 RT / 34+01, 10 LT to 153 LT to 33+98, 173 LT / 40+32, 10 LT to 26 RT to 40+59, 26 RT to 65.5 RT to 40+76, 64.5 RT / 40+56, 10 LT to 155.5 LT to 40+53, 189.5 LT / 47+71, 11 LT to 45 LT to 47+73, 45 LT.

-We Energies to install gas service lines at the following locations:

Station 2+86, 26.5 LT to 315 RT / 3+14, 26.5 LT to 31.5 RT / 4+69, 26.5 LT to 31.5 RT / 5+48, 26.5 LT to 31.5 RT / 5+84, 26.5 LT to 31.5 RT / 14+91, 26.5 LT to 31.5 RT / 17+54, 26.5 LT to 31.5 RT / 18+26, 26.5 LT to 31.5 RT / 19+16, 26.5 LT to 31.5 RT / 19+70, 26.5 LT to 31.5 RT / 21+80, 30 LT to 31.5 RT / 22+90, 26.5 LT to 31.5 RT / 23+03, 26.5 LT to 31.5 RT / 23+43, 26.5 LT to 31.5 RT / 23+77, 26.5 LT to 16.5 LT to 23+80, 13.5 RT to 31.5 RT / 25+14, 26.5 LT to 31.5 RT / 29+08, 10 LT to 30 LT / 29+25, 10 LT to 30 LT / 29+75, 10 LT to 30 LT / 30+20, 10 LT to 30 LT / 30+89, 10 LT to 30 LT / 31+03, 10 LT to 30 LT / 31+52. 10 LT to 30 LT / 31+69. 10 LT to 30 LT / 31+83. 10 LT to 30 RT / 32+01. 10 LT to 30 LT / 32+40. 10 LT to 30 LT / 32+59, 10 LT to 30 LT / 32+21, 10 LT to 30 RT / 33+29, 10 LT to 30 LT / 33+52, 10 LT to 30 LT / 33+75, 10 LT to 30 LT / 34+84, 10 LT to 30 LT / 35+00, 10 LT to 30 LT / 35+35, 10 LT to 30 RT / 35+73. 10 LT to 30 LT / 35+88. 10 LT to 30 LT / 36+10. 10 LT to 30 LT / 36+97. 10 LT to 30 LT / 37+28. 10 LT to 30 LT / 37+75, 10 LT to 30 LT / 38+26, 10 LT to 30 LT / 38+76, 10 LT to 30 RT / 38+96, 10 LT to 30 LT / 39+25, 10 LT to 30 LT / 39+43, 10 LT to 30 RT / 39+47, 10 LT to 30 LT / 39+99, 10 LT to 30 LT / 41+22, 10 LT to 30 LT / 42+91, 10 LT to 30 RT / 44+14, 10 LT to 30 LT / 44+60, 10 LT to 30 RT / 46+05, 10 LT to 30 LT / 46+77, 11 LT to 30 LT / 48+28, 11 LT to 30 LT / 49+57, 11 LT to 30 RT / 49+58, 11 LT to 30 LT / 49+92, 11 LT to 30 LT / 50+13, 11 LT to 30 RT / 50+79, 11 LT to 30 LT / 50+99, 11 LT to 30 LT / 51+55. 11 LT to 30 LT / 52+05. 11 LT to 30 LT / 52+23. 11 LT to 30 RT

Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is. We Energies has determined that the project is constructible with these facilities left within the work-zone.

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-We Energies gas valves to be adjusted by WE-Gas during construction at the following locations:

7+29, 36 RT / 34+00, 33.5 LT / 40+13, 10 LT / 40+56, 32.5 LT.

We Energies will require a separate 14 to 16 calendar day notice before the work site is anticipated to be available for each location of utility relocation and/or adjustment work. We Energies will also require a separate follow up notice, for each location, no less than 3 working days before the work site is anticipated to be available for relocation and/or adjustment work.

Anticipated start date is January 3, 2024.

This work will take 60 working days prior to construction, 1-2 hours per gas valve adjustment during the construction.

It is imperative that the highway contractor contact We Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

Please contact Adam Kelly for adjustments at Adam.Kelly@we-energies.com or (414)-940-9127.

Contact Alex Dantinne at (920) 621-6903 or <u>alex.dantinne@we-energies.com</u> with questions or concerns regarding this utility.

- We Energies Gas Dispatch #1 (800) 261-5325

7. Notice to Contractor-City of Milwaukee Coordination.

A. Notice to contractor- City of Milwaukee - Sewer

The City of Milwaukee- Sewer has underground sanitary sewer facilities within the limits of the project. No work is planned on sanitary sewer facilities.

Any work which is necessary regarding rehabilitation of sewer mains will be trenchless cured-in-place lining. A sewer project within N. 20th Street between W. Center and Hadley Streets is scheduled for completion prior to construction. Also, a sewer relay project located in W. Burleigh Street will discontinue an existing manhole a few feet east of the west project limits. There are no conflicts anticipated.

Any combined manholes and catch basins that need to be adjusted will be adjusted by the contractor as participating items.

Contact Zafar Yousuf at (414) 286-2467 or zyousu@milwaukee.gov with any questions or concerns regarding City of Milwaukee, Sewers facilities.

B. The City of Milwaukee- Traffic Signals

There are five signalized intersections maintained by the City of Milwaukee in conflict with the proposed project, which require the traffic signals to be reconstructed.

- West Wright Street and North 20th Street
- West Center Street and North 20th Street
- West Locust Street and North 20th Street
- West Burleigh Street and North 20th Street
- West Hopkins Street and North 20th street

Improvements will be made by the contractor as part of the project. Construct signal items as shown in the plans and in the bid items for this project.

Provide a 30-working day advance notice to Mr. Rudy Gutierrez of the City of Milwaukee's Traffic Signal Field Operations at (414) 286-5941 office, or (414) 708-5148 mobile, to coordinate the installation of temporary traffic signal materials as well as any city traffic signal concerns.

Contact Scott Reinbacher at (414) 286-3232 or sreinb@milwaukee.gov with any questions or concerns regarding City of Milwaukee, Traffic Signals facilities.

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8. Notice to Contractor-City of Milwaukee, Street Lighting.

The City of Milwaukee has street lighting facilities within the limits of the project. Some work locations have traffic signals that are attached to street lighting facilities that will be impacted by the proposed work. Temporary overhead will be installed along the scope of the project.

Before Construction:

The City of Milwaukee street lighting personnel will install temporary 2200V overhead cable on wood poles on N. 20th Street between W. Hadley and W. Burleigh Streets only (Station 34+10 to Station 54+00). The contractor will be responsible for 240/480V overhead cable and luminaires on wood poles for temporary lighting for the remainder of the project.

After Construction:

City of Milwaukee street lighting personnel will make final end point terminations to place contractor installed street lighting items in service.

The City of Milwaukee Street Lighting section anticipates starting work 40 to 60 days prior to the construction. Work by the City of Milwaukee will take 35 to 40 working days before construction, 20 working days during construction, and 35 to 40 working days after construction for connection of permanent facilities and circuit testing. Approximately 90 to 105 working days total, weather dependent.

For general questions regarding this utility contact Neal Karweik of the City of Milwaukee at (414) 286-5943 office, or (414) 708-4245 mobile.

9. Notice to Contractor – City of Milwaukee, Signals.

There are five existing signalized intersections within the limits of the project at the following intersections with North 20th Street:

West Wright Street

West Center Street

West Locust Street

West Burleigh Street

West Hopkins Street

Existing signal bases will be abandoned by the city for removal by contractor. The contractor shall install temporary overhead and temporary traffic signals. The contractor shall furnish and install bases, PVC conduit, cabling, and polymer concrete pullboxes. All above ground signal work including installing traffic signal standards, monotube poles, monotube arms, traffic signal heads, signal cabinets, and any additional permanent traffic control equipment shall be furnished and installed by the paving contractor. Electrical service for all signals will be provided by the City of Milwaukee. The signal cabinet bases will be provided by the City of Milwaukee and installed by the contractor.

Traffic signal materials shall be installed on street lighting poles. The main contractor shall coordinate construction to ensure street lighting installation does not impede traffic signal installation.

10. Notice to Contractor-City of Milwaukee, Forestry / Irrigation.

A. City of Milwaukee, Forestry / Irrigation

All cutting for the removal of sod and soil in order to establish a finished grade within 6 feet of existing trees must be done manually.

No construction equipment, cars, trucks, materials shall be parked or stored on any median or tree border on this project or adjacent roadways.

Root foundations must remain adequate to withstand heavy windstorms.

Root systems of street trees shall not be cut for the installation of any type of cable by the contractor or city department. Contact the Forestry Division at (414) 708-2428 for directional boring specifications.

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Caution should be used during the construction process to avoid damage to the roots, trunks, and branches of all street trees. Damage caused to any street tree or irrigation system will be repaired by the Forestry Division and the costs of repair, rejuvenation, and/or value lost will be billed to the contractor or credited against the contractor at the option of the city.

Contact James Kringer at (414) 708-2428 or ikring@milwaukee.gov with any questions or concerns regarding City of Milwaukee, Forestry facilities.

11. Notice to Contractor – Sod and Fertilizer.

Topsoil and sod are to be applied after sidewalk. Fertilizer is to be applied to sod five days after sod is placed.

12. Notice to Contractor – Restoration within Right-of-Way.

Excavation and restoration for installation of sidewalk will be limited to 9 inches, beyond the back (high side) of the sidewalk, unless otherwise shown on the plans. This includes installation of sod lawn. Contractor must stay within right-of-way unless a construction permit has been obtained.

13. Notice to Contractor – Survey.

Digital design file information/existing surface data, including design surface DTMs and/or coordinate system GPS information will not be available for this project. As such, machine grading will not be possible.

All survey work necessary to stake out and construct all portions of this project will be measured and paid for under the staking bid items designated in this contract.

14. Construction Trenches.

Upon completion of the normal workday and when work is not in progress, plate all trenches resulting from construction activities, which are not fully backfilled, with steel plates suitable for carrying a vehicle as directed by the engineer. Plating is in addition to the barricades and traffic control devices required for lane closure or traffic control. Cost of steel plates shall be included in the bid prices for the related bid items that are under construction.

15. Referenced Construction Specifications.

Construct the work enumerated below conforming to the City of Milwaukee standards. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Some traffic signal and street lighting work is required to be executed according to City of Milwaukee Standards. The contact person for acquiring said standards is provided in the articles where the reference to City of Milwaukee Standards is made.

stp-105-002 (20130615)

16. Notice to Contractor – Contamination Beyond Construction Limits.

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

1. Station 28+00 to 29+00 from 27 feet RT of centerline to 50 feet RT of centerline.

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The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting Andrew Malsom, 141 NW Barstow St, Waukesha WI 53187, (262) 548-6705.

stp-107-100 (20230113)

17. Archaeological Site.

BMI-0031 (Union Cemetery) uncatalogued site boundary appears to coincide with the N. 20th Street and W. Hopkins St right-of-way limits, abutting the project.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of work beyond the existing back edge of curb. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

stp-107-220 (20180628)

18. Protection of Concrete

Supplement standard spec 415.3.14 as follows:

Provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. Finisher must actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

Include the cost for providing the finisher(s), the necessary equipment, and materials in the contract unit price for each concrete item.

19. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with all local ordinances governing the hours of operation, of construction equipment. Do not operate any motorized construction equipment from 9:00 PM until 7:00 AM, unless prior written approval is obtained from the engineer.

Motorized equipment shall be operated in compliance with all applicable local, state, and federals laws and regulations relating to noise levels. All motorized construction equipment will be required to have mufflers constructed according to manufacturer's specifications, and it will be required that mufflers and exhaust systems be maintained in good working order, free from leaks or holes.

Upon request the City of Milwaukee's Department of Neighborhood Services (DNS), may issue a construction noise variance, to work outside of the hours listed above.

Department of Neighborhood Services 4001 South 6th Street (414) 286-2268

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20. 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 no further meetings will be required unless directed by the engineer. 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)

21. Erosion Control.

Perform this work according to the requirements of standard spec 107.20 and as hereinafter supplemented.

Take adequate precautions to install and maintain necessary erosion and sediment control during grading and construction operations at curb and gutters, and at other locations as determined by the engineer. Protect storm drain inlets and manholes, as determined by the engineer, with a filter fabric meeting accepted design criteria, standards, and specifications. Maintain all erosion control measures until such time that the engineer determines the measures are no longer necessary.

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering according to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison, Mr. Ryan Pappas; WDNR Southeast Region Headquarters; 1027 W. St Paul Ave.; Milwaukee, WI 53233. Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-top soiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas. Place sod, as designated by the engineer, within 5 calendar days after placement of topsoil.

When performing roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanism to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

22. Concrete Identification Stamping

Stamp ends of all monolithic portland cement concrete surfaces with a stamp bearing the contractor's name and the year of construction. Make all letters 2-inches in height.

Include the cost of this work in the contract unit price for other Portland cement concrete items and no additional payment will be made.

23. Tree and Planting Area Protection.

All cutting for the removal of sod and soil in order to establish a finished grade within 6 feet of existing trees must be done manually if necessary.

No construction equipment, cars, trucks, materials shall be parked or stored on any median or tree borders on this project or adjacent roadways.

Root foundations must remain adequate to withstand heavy windstorms.

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Root systems of street trees shall not be cut for the installation of any type of cable by the contractor or city department. Contact the Forestry Division at (414) 708-2428 for directional boring specification.

Caution shall be used during the construction process to avoid damage to the roots, trunks, and branches of all street trees. Damage caused to any street tree or irrigation system will be repaired by the City of Milwaukee's Forestry Division and the costs of repair, rejuvenation, and/or value lost will be billed to the contractor or credited against the contract at the option of the city.

At locations where the contractor has not complied with the forestry special requirements stated in the special provisions above, and the maximum clearance was exceeded or a thin form was not used, a minimum credit to the city of \$50.00 per location will be taken. The credit will increase in proportion to the excess distance beyond clearance allowed. The credit will be \$50.00 for each 2-inch increment or part thereof in excess of the initial clearance allowed. Any damage to the tree's structure totaling 15 percent of the trees value will be billed on a prorated basis. If, in the opinion of the City of Milwaukee's Forestry Division, the tree has been damaged to the point that it warrants removal, the credit that will be taken will be equal to \$100.00 per inch diameter of the tree. A field measurement will be taken to determine the tree size.

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

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility or landfill. The closest DNR approved bioremediation facilities are:

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

Green For Life (GFL) Emerald Park Landfill W124S10629 South 124th Street Muskego, WI 53132 (414) 529-1360

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.

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:

Intersection of N. 20th St. and W. North Ave.

• Station 0+00 to 1+00, from reference line to project limits left, from 8 to 10+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 7.33 CY (approximately 12.46 tons using a conversion factor of 1.7 tons per cubic yard).

Intersection of N. 20th St. and W. Center St.

 Station 27+60 to 28+20, from reference line to 75 feet left of reference line, from 8 to 10 feet below grade. The estimated volume of contaminated soil to be excavated at this location is 7.33 CY (approximately 12.46 tons using a conversion factor of 1.7 tons per cubic yard).

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Intersection of N. 20th St. and W. Burleigh St.

 Station 54+25 to 55+00, from reference line to 40 feet right of reference line, from 1 to 10 feet below grade. The estimated volume of contaminated soil to be excavated at this location is 33.49 CY (approximately 56.93 tons using a conversion factor of 1.7 tons per cubic yard).

Directly load soil excavated by the project at the above locations into trucks that will transport the soil to a WDNR-licensed bioremediation facility.

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

No active groundwater monitoring wells were observed within the construction limits. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect them to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

The excavation management plan for this project has been designed to minimize the offsite disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities at these sites contact:

Name: Andrew Malsom

Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798

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

E-mail: andrew.malsom@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 6737 W. Washington St., Suite 2100, West Allis, WI 53214

Contact: Bryan Bergmann

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

Fax: (262) 879-1220

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

The role of the environmental consultant will be limited to:

- 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 or landfill;
- 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
- Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility or landfill.

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 or landfill 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

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disposal of contaminated soils from the bioremediation facility or landfill. 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:

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.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation or landfilling to the DNR approved bioremediation facility or landfill. 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 or landfilling so as not to contain free liquids.

If dewatering is required in an area of known contamination, water generated from dewatering activities may contain contaminants and require testing, special handling, temporary storage, and disposal. Contaminated groundwater may be discharged to the sanitary sewer with prior approval from the City of Milwaukee and the Milwaukee Metropolitan Sewerage District.

Contractor shall ensure continuous dewatering and excavation safety at all times. Provide, install, operate, maintain adequate pumping equipment, disassemble, and remove pumping equipment.

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

Limit excavation in the location described in A.2 to minimize the handling of groundwater. Notify the engineer of any dewatering activities and obtain any permits necessary to discharge or dispose of contaminated water. Provide copies of such Permit 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 or landfill as documented by weight tickets generated by the bioremediation facility or landfill.

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

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Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation, or landfilling 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.

25. 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)

26. Topsoil.

Replace standard spec 625.2 (1) with the following:

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

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

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

Add the following to standard spec 625.2:

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

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Replace standard spec 625.3.3 (3) with the following:

(3) Ensure that for the upper 2 inches, 100 percent of the material passes a 1-inch sieve and at least 90 percent passes the No. 10 sieve.

SER-625-001 (20221007)

27. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$500 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

The plant establishment period will be for one growing season, until October 15, 2025, in accordance to standard spec 632.3.18.3.

28. Signs Type II Reflective SH, Item 637.2220; Signs Type II Reflective F, Item 637.2230.

Furnish and install signs according to the plans and standard spec 637, except as follows:

The contractor shall provide all necessary sign mounting hardware as shown in the detail drawings which includes but is not limited to 5/16" x 1 1/4" Stainless Steel Fender Washers, 5/16"-18 x 3/4" Stainless Steel Hex Head Bolt, 201 Stainless Steel Banding 3/4" x 0.20, Stainless Steel Flared Leg Sign Mount Bracket for 3/4" banding, 201 Stainless Steel Wing Seal (buckle) for 3/4" banding and one- or two-sided sign mounting Z-brackets that fit 2 3/8 inch post or approved equal.

The contractor shall affix the installation date sticker on back of sign in lower right corner. Stickers will be provided at pre-construction meeting or by the Inspector.

The contractor shall be responsible for recording the location, type, and installation date of the signage using the provided Sign Installation Log (L-101).

29. Cable Type UF 2#12 AWG Grounded, Item 655.0305.

Add the following to standard spec 655.3.4:

(4) A separate riser cable will be required to be installed inside of light pole for each lighting fixture on the pole. Provide sufficient length in the pole shaft to allow easy removal and subsequent servicing through the pole hand-hole or transformer base. The riser cable shall be cut from copper 2#12 UF with ground cable. One wire shall be black, the other shall be white, and the ground can be either bare or green. All splicing is to be done inside either the hand hole or transformer base. The ground wires shall be spliced and grounded to the housing of the luminaire. The cable shall conform to NEC Article 340. The riser cable shall be continuous without splices. The electrical system in use utilizes a full system ground. The neutral is not to be grounded at any point.

30. Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.

A Description

This special provision describes the detachment and packaging of lamps, ballasts, LEDs, and mercury containing switches (e.g., overhead roadway lighting, underdeck bridge, wall packs, pedestrian signals, traffic control stop lights and warning flashers, fluorescent bulbs, and thermostats) removed under this contract for disposal as hazardous materials.

For Lamp, Ballast, LED, Switch Disposal by Contractor, coordinate removal from the work site by the department's hazardous waste disposal vendor. Disposal will be billed to the department by the hazardous waste disposal vendor.

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For Lamp, Ballast, LED, Switch Disposal by Department, coordinate removal from the work site and delivery to the designated location for disposal by the department.

B Materials

B.1 Disposal by Contractor

Items removed under this contract will be considered the property of the department for waste generator identification. The contractor is responsible for coordinating with the department's hazardous waste vendor for disposal:

https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/hazwaste-contacts.pdf

C Construction

C.1 Removal

Arrange for the de-energizing of luminaires after receiving approval from the engineer that the existing luminaires can be removed. Do not remove luminaires that cannot be replaced with proposed LED units and operational within the same workday. The new LED units need to be operational prior to sunset of the same workday.

Detach and remove luminaires and lamps from the existing traffic signal poles or respective structure. Avoid breaking fixtures whenever possible.

Lamps, ballasts, LED, and switches will become property of the department, and will be disposed of in an environmentally sound manner.

C.2 Packaging of Hazardous Materials

Provide a secure, level location removed from the travelled way for storage of the material for disposal.

Pack intact fixtures in the packaging of the new lamps used to replace them, or packaging affording the equivalent protection. Place in full, closed stackable cartons.

Pile cartons no more than four high if palletized and secure cartons with shrink wrap to prevent shifting or falling of the loads. Clearly mark each pallet with the words "Universal Waste Lamps" or "Universal Waste Ballasts", the date, and the number of fixtures on each pallet.

Pack broken fixtures into (min.) 6 mil thick plastic bags and place inside sturdy cardboard boxes or the equivalent. Mark the outer packaging with the term "Broken Fixtures/Lamps", the date and the number of broken fixtures clearly marked on the box.

The hazardous waste vendor will not accept fixtures improperly packaged. The vendor will reject any fixtures not removed as part of a contract pay item or otherwise required under this contract.

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

Complete the lamp and ballast inventory (https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/dotlampballastinventory.dotx) and contact the hazardous waste vendor to coordinate pickup and disposal at a location specified by the contractor. Consolidate all pallets and boxes from one project at a single location. Contact the hazardous waste vendor to set up an appointment for pickup. The hazardous waste vendor requires a minimum of one week advance notice to schedule pickup.

D Measurement

The department will measure Lamp, Ballast, LED, Switch Disposal by Contractor as each individual unit removed and received by the hazardous waste vendor, properly packaged and acceptably completed, matching the total number of units provided on the inventory form. The department will not measure broken fixtures that exceed a total of 10 percent of all fixtures to be disposed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT659.5000.SLamp, Ballast, LED, Switch Disposal by ContractorEACH

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Payment is full compensation for detachment, handling, packaging, labeling and scheduling disposal with the hazardous waste vendor; and scrapping and disposal of all other materials.

stp-659-500 (20220628)

31. Temporary Traffic Signals for Intersections (Location).

Modify standard spec 661 with the following:

661.2.1 General

The City of Milwaukee will furnish control cabinet, signal controller, and NEMA monitor.

The City of Milwaukee will provide the temporary electrical service for temporary traffic signals.

The City of Milwaukee-Traffic Signals is the applicable electrical utility.

All wood poles are paid for under the temporary street light item.

32. Utility Line Opening, Item SPV.0060.001.

A Description

Excavate to uncover utilities for the purpose of determining elevation and potential conflicts as shown on the plans or as directed by the engineer.

Excavate in such a manner that the utility in question is not damaged and the safety of the workers is not compromised.

Perform the utility line openings (ULO) as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening shall be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings shall include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

All utility line openings shall be approved and coordinated with the engineer. Notify the utility engineers or their agents of this work a minimum of 3 days prior to the work so they may be present when the work is completed. The need for performing ULO's as shown on the plans shall be verified since some of the utilities may have been relocated prior to the start of construction.

B (Vacant)

C Construction

It is recommended the contractor use "pot holing" technology to perform this work.

D Measurement

The department will measure Utility Line Opening as each individual ULO, acceptably completed. There shall be only one unit paid per ULO.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.001 Utility Line Opening EACH

Payment is full compensation for the excavation required to expose the utility line, backfilling with existing material removed from the excavation, compacting the backfill material, restoring the site, and cleanup.

Existing pavement, concrete curb, gutter, and sidewalk removals necessary to facilitate utility line openings shall not be considered part of or paid for under Utility Line Openings but shall be considered separate and measured and paid for separately as removal items. Replacement pavement, concrete curb, gutter, and sidewalk items shall also be considered separate from Utility Line Openings and will be measured and paid for separately.

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33. Adjusting Water Valve Boxes, Item SPV.0060.004.

A Description

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all City of Milwaukee water service boxes and water valve boxes located within the project limits.

B Materials

All material for the adjustment of these facilities shall meet City of Milwaukee specifications and will be provided by the City of Milwaukee by contacting Andray DeCordova, Milwaukee Water Works, at (414)708-3209; or Tim Garczynski, Milwaukee Water Works at (414)286-6301. If there is contractor damage, the materials must still be provided by the City of Milwaukee, however, in this case, the Contractor will be charged for all materials. Materials furnished by the City of Milwaukee and not used on the project shall be delivered back to DPW Field Headquarters – Infrastructure, Operations, Water Works at 3850 N. 35th Street.

C Construction

The contractor, or authorized project representative, shall contact Milwaukee Water Works prior to the start of construction. The city will locate, mark, inspect and repair all water service boxes and water valve boxes within the limits of the project prior to commencement of work on the project. All water service boxes and water valve boxes within the project limits shall be adjusted to proposed elevations by the contractor using materials meeting city specifications. Throughout the duration of the project, the contractor must ensure that all water service boxes, and water valve boxes are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

Upon completion of the contract, the city will inspect all water facilities to ensure the water boxes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

D Measurement

The department will measure Adjusting Water Boxes 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

SPV.0060.004

Adjusting Water Valve Boxes

EACH

Payment is full compensation for all excavation, backfilling, disposal of surplus materials, water box adjustments, water box clean-out, and restoration of the work site.

34. Temporary No Parking Signs, Item SPV.0060.010.

A Description

This special provision describes providing, installing, maintaining, and removing Temporary No Parking signs.

B Materials

Furnish materials under this item according to the details as shown on the plans.

Temporary No Parking signs shall be fabricated using 18"x24" 4mm white corrugated (polypropylene twinwall) plastic sign base to print R7-1 regulation; use R7-1D, R7-1L or R7-1R where necessary. Provide a 0.4-inch thick base with a 0.035-inch wall thickness and 0.4-inch cell size. Prepare the sign base as the sheeting manufacturer recommends.

Sign shall be affixed to using 9-gauge galvanized electric fence wire.

C Construction

Install Temporary No Parking Signs according to the plans. Plan changes must be approved by a City of Milwaukee Traffic Engineer.

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Any No Parking signage attached to city street trees shall be of a temporary method (nails or spikes are not allowed).

Please contact Mr. Cameron Potter at (414) 286-3276, with questions.

D Measurement

The department will measure Temporary No Parking Signs by the each, 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.0060.010 Temporary No Parking Signs EACH

Payment is full compensation for providing, installing, maintaining, and removing Temporary No Parking signs.

35. Inlet Cover Type MS 57, Item SPV.0060.102.

A Description

Perform work under these items according to the requirements of standard spec 611 and the details as shown on the plans.

B Materials

Furnish materials under these items according to the requirements of standard spec 611 and the details as shown on the plans.

C Vacant

D Measurement

The department will measure Inlet Cover, Type MS 57 by the unit in place, acceptably completed.

E Payment

ITEM NUMBER DESCRIPTION UNIT SPV.0060.102 Inlet Cover Type MS 57 EACH

Payment is full compensation for furnishing and installing the inlet covers and catch basin.

36. Manhole Cover Type MS-58A, Item SPV.0060.103

A Description

Perform work under these items according to the requirements of standard spec 611 and the details as shown on the plans.

B Materials

Furnish materials under these items according to the requirements of standard spec 611 and the details as shown on the plans.

C (Vacant)

D Measurement

The department will measure Manhole Cover Type MS 58-A by the unit in place, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.103Manhole Cover Type MS-58AEACH

Payment is full compensation for removing and salvaging the existing covers, providing new covers, including frames, lids, and for installing and adjusting each cover. Old covers removed remain the City of Milwaukee's property.

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37. Catch Basin Type 44-A, Item SPV.0060.110.

A Description

Perform work under these items in accordance with the requirements of Section 611 of the Standard Specifications and the details as shown on the plans.

B Vacant

C Vacant

D Measurement

The department will measure Catch Basin Type 44-A by the unit in place, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.110Catch Basin Type 44-AEACH

Payment is full compensation for providing materials, including masonry, making sewer connections to new or existing facilities, and other fittings; for excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site; except that the department will pay for covers, including frames, grates and lids separately.

38. Catch Basin Type 44-B, Item SPV.0060.111.

A Description

Perform work under these items in accordance with the requirements of standard spec 611 and the details as shown on the plans.

B Vacant

C Vacant

D Measurement

The department will measure Catch Basin Type 44-B by the unit in place, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.111Catch Basin Type 44-BEACH

Payment is full compensation for providing materials, including masonry, making sewer connections to new or existing facilities, and other fittings; for excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site; except that the department will pay for covers, including frames, grates and lids separately.

39. Pipe Connection to Existing Structure, Item SPV.0060.115.

A Description

This special provision describes connecting new storm sewer pipe to a new opening in an existing drainage structure, manhole, or pipe.

B Materials

Conform to standard spec 608.2 and standard spec 611.2

C Construction

Conform to standard spec 607.3 and standard spec 611.3

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D Measurement

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

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.115

Pipe Connection to Existing Structure

EACH

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

40. Install Precast Control Cabinet Base, Item SPV.0060.201.

A Description

This special provision describes the installation of precast control cabinet bases furnished by the City of Milwaukee, for traffic signal control cabinets as shown on the plans.

B Materials

The 36"x21.25"x20" pre-cast concrete foundation for traffic signal cabinets P1 and P2 will be furnished by the City of Milwaukee. The contractor shall contact Mr. Rudy Gutierrez, Electrical Services Manager (414) 286-5941-office, (414) 708-5148-mobile; or the Electrical Services Dispatcher at (414) 286-3687 to coordinate pickup of the concrete foundation at the City of Milwaukee Electrical Services headquarters located at 1540 West Canal Street Milwaukee, WI 53233.

C Construction

Install concrete traffic cabinet bases according to the plans. Plan changes must be approved by a City of Milwaukee Electric Services Manager or Traffic Engineer. The primary contacts are Mr. Rudy Gutierrez, Electrical Services Manager (414) 286-5941 office, (414) 708-5148 mobile.

D Measurement

The department will measure Install City Precast Controller Base 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

SPV.0060.201

Install City Precast Controller Base

EACH

Payment is full compensation for installing city furnished controller base; for excavation, backfilling and disposal of surplus material.

41. ATC Controller and Cabinet Installed, Item SPV.0060.205.

A Description

Furnish and install an ATC Traffic Signal Controller and NEMA TS2 Type 1 Traffic Signal Control Cabinet.

B Materials

Furnish equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, Traffic Controller Assemblies with NTCIP requirements, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard.

The cabinet shall be designed for TS2 Type 1 operation and shall conform to the design shown in DWG TF5016TWI02.

All equipment, materials, and cabinet features shall be the same type, make, and model on all cabinets delivered under any one order.

Furnish an Econolite Cobalt-C shelf mount controller with the latest ASC/3 software installed.

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Furnish any equipment and materials not specifically described but required in order to perform the intended functions in the cabinet.

C Construction

Conform all work to the Wisconsin State Electrical Code (WSEC). Conform all work to standard spec 651, as supplemented or modified in this specification.

C.1 Definitions

Vendor – the firm under contract with the City of Milwaukee for furnishing the fully equipped and operational traffic signal cabinet

Construction contractor – the firm under contract with the City of Milwaukee or another agency to construct a roadway facility. The construction contractor will install the traffic signal cabinet or may designate a subcontractor, such as an electrical subcontractor, to represent them with regards to the signal cabinet installation

Owner - City of Milwaukee

Manufacturer – the firm that builds or produces the traffic signal equipment other than the cabinet. For example, the "controller manufacturer"

C.2 Terminal Facility

Fully wire the terminal facility with 16 load switch sockets: 8 phases of vehicular, 4 phases of pedestrian, and 4 phases of overlap operation; 8 flash transfer relay sockets; 1 flasher socket; and 2 terminal facility Bus Interface Unit (BIU) rack slots. The use of printed circuit boards is not acceptable on the terminal facility, except printed circuit boards are acceptable for the BIU interface with the load bay. Position the 16 load switch sockets in two horizontal rows of 8 sockets each. Support the load switches and flasher by a bracket or shelf extending at least 3 inches from the terminal facility.

Label all terminals, load switches, and flash transfer relay sockets. Label reference designators by silk-screening on the front and rear of the terminal facility to match drawing designations.

Provide rack mounted BIU's. Provide a dual-row, 64-pin female DIN 41612 Type B connector for each BIU rack position. Provide card guides for both edges of the BIU. Terminal and facilities BIU mounting shall be an integral part of the terminal facility.

Provide a 16-channel, 8-position, TS2 detector rack, with an integrally mounted BIU mounting. Racks shall be addressable. Power a detector rack by the cabinet power supply. Fasten the loop detector rack towards the left side of the lower shelf.

For BIU rack connectors, provide pre-wired address pins or jumper plugs corresponding to the requirements of the NEMA TS2 Standard. The address pins or jumper plugs shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.

For the terminal facility, contain all field wires within one or two rows of horizontally-mounted heavy duty terminal blocks. Terminate all field output circuits on an unfused terminal block with a minimum rating of 10 amps. Use mechanical connector lugs rated for copper wire.

Angle the lower section of the terminal block out from the back of the cabinet at approximately a 45-degree angle.

Identify all field input/output (I/O) terminals by permanent alphanumeric labels. All labels shall use standard nomenclature per the NEMA TS2 Standard.

All field flash sequence programming at the field terminals shall be able to be accomplished with the use of only a screwdriver.

Wire field terminal blocks to use three positions per vehicle or overlap phase (green, yellow, red).

Wire one RC network in parallel with each flash transfer relay coil.

Permanently label all logic-level, NEMA-controller and MMU input and output terminations on the terminal facility. Identity the function of each terminal position on the cabinet drawings.

Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32 inch screw as minimum.

Functions to be terminated shall be as specified in the listing of Input/Output Terminals in Section 5 of the NEMA TS2 Standard.

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Conform all terminal facility and cabinet wiring to the WSEC. The green/walk, yellow, and red/don't walk load switch outputs shall be minimum 16 gauge wire. The MMU (other than AC power), controller I/O, and logic ground shall be minimum 22 gauge wire. All wire colors shall be consistent.

C.3 Vehicle Detection Interface Panel

Provide a 16-position interface panel. Interface panel shall allow for the connection of 16 independent field loops. The panels shall have barrier strip type terminals using 8-32 screws and be rated for 20 inch pounds of torque. Provide a ground bus terminal between each loop pair terminal to provide a termination for the loop lead-in cable ground wire. Secure the interface panels to a mounting plate attached to the left interior side wall of the cabinet. The panel shall also include inputs for up to 4 preempts.

Provide a cable consisting of 20 AWG twisted pair wires to enable connection to and from the interface panel to a detector rack. The twisted pair wires shall be color-coded wires. Provide a cable of sufficient length to allow the detector rack to be placed on either shelf.

Identify all termination points by a unique number silk screened on the panel.

C.4 Conductors and Cabling

All conductors in the cabinet shall be copper 22 AWG or larger. All 14 AWG and smaller wire shall conform to MIL-W-16878/1, Type B, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010 inches thick PVC insulation without clear nylon jacket and rated to 105 degrees Celsius. All 12 AWG and larger wire shall be UL or NRTL listed THHN/THWN 90 degrees Celsius, 600V, 0.020 inches thick PVC insulation, and clear nylon jacketed.

Provide controller and MMU cables of sufficient length to allow the units to be placed on either cabinet shelf in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. Exposed tiewraps and interwoven cables are unacceptable.

Provide the cabinet configuration with up to 6 SDLC RS-485 Port 1 communication cables to allow full capabilities of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS-485 communications. Secure all connecting cables and wire runs by mechanical clamps. Stick-on type clamps are not acceptable.

Pre-wire the terminal facility for a Type 16 MMU.

All wiring shall be neat in appearance. Stow excess cable behind the terminal facility or below the shelves in order to allow easy access to the terminal facility and cabinet components. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

Wire the grounding system in the cabinet into three separate circuits: AC Neutral, Earth Ground, and Logic Ground.

Optoisolate all pedestrian pushbutton inputs from the field to the controller through the BIU and operate at 12 VAC.

Hook or loop all wire, size 16 AWG or smaller, at solder joints around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.

C.5 Cabinet Switches

The above switches shall function as follows:

Off: Signals Dark

Signal: Signals On and operating as follows:

<u>Auto</u> <u>Hand</u>

Flash: Signals Flash Signals Flash

Normal: Signals Normal Signals Advance by use of hand control

Provide manual detector switches. Provide four pedestrian detector switches. The switches shall be spring loaded and automatically return to the center position. Wire the pedestrian switches to the T&F BIU slot 1. The switches shall operate as follows:

Position Function

Up Detector Disabled
Center Detector Enabled
Down Detector Called

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C.6 Bus Bar

Provide a minimum 20-position neutral bus bar capable of connecting three #12 AWG wires per position.

C.7 Circuit Breakers

House in the power panel the following vertically mounted, single pole, 120 volts AC, 60 Hertz circuit breakers, with the ON position being up:

- One 30-amp signal breaker. This breaker shall supply power for all cabinet functions not powered through one of the other breakers or fuses listed below. Streetlights will be powered from outside the cabinet in the meter breaker pedestal. This breaker shall feed a signal bus supplied through a solid state bus relay and a radio interference line filter. The bus relay, in all cases, shall be a solid state contactor and shall not be jack mounted. Breakers shall be thermal magnetic type, UL or NRTL listed, with a minimum of 22,000 amp interrupting capacity.
- · One 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater.
- One 10-amp breaker. This breaker shall supply power for control equipment: controller, MMU, and cabinet power supply.
- · One 20-amp circuit breaker for future use.

Power the cabinet light through the GFI fuse, not a circuit breaker.

C.8 Radio Interference Suppressor

Equip each control cabinet with a single radio interference suppressor (RIS) of sufficient ampere rating to handle the load requirements. Install the RIS at the input power point. The RIS shall minimize interference in both the broadcast and the aircraft frequencies, and shall provide a maximum attenuation of 50 DB over a frequency range from 200 KHZ to 75 MHZ, when used in connection with normal installations. The RIS shall be hermetically sealed in a substantial metal case filled with a suitable insulating compound. The terminals shall be nickel-plated brass studs of sufficient external length to provide space to connect two #8 AWG wires and shall be so mounted that they cannot be turned in the case. Ungrounded terminals shall be properly insulated from each other and shall maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. The terminals shall have an insulation factor of 100-200 megaohms dependent upon external conditions. The RIS shall be rated at minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL or a NRTL and Radio Manufacturer's Association.

C.9 Bus Relay

Provide a normally open, 60 amp, solid state relay.

C.10 Surge Protector

Install a plug-in type EDCO SHA-1250, or Atlantic/Pacific approved equal, surge protector across the load terminal of the 10-amp circuit breaker. Install a General Electric Varistor, catalog #V130PA20A, at the load terminals of the circuit breaker from the hot line to the grounded current carrying neutral conductor

C.11 Power receptacles

Mount a 120 VAC 20 amp, NEMA 5-20R GFCI convenience outlet at each of these two locations:

- · On the interior right side wall above the power panel. The outlet shall be fully operational and fuse protected.
- Near the power panel where it will not interfere with power panel maintenance. This outlet is to be wired by field installation personnel.

C.12 Suppressors and RC Network

Provide a suppressor for each 120 VAC circuit that serves an inductive device, such as a fan motor or a mechanical relay, to protect the controller's solid state devices from excessive voltage surges. Such suppressors shall be in addition to the surge protector at the input power point. Wire one RC network in parallel with each inductive device.

C.13 Auxiliary Devices

C.13.1 Load Switches

Provide 16 solid state load switches conforming to the requirements of section 6.2 of the NEMA TS2 Standard.

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C.13.2 Flashers

Provide one solid state flasher conforming to the requirements of section 6.3 of the NEMA TS2 Standard.

C.13.3 Flash Transfer Relays

Provide 4 flash transfer relays conforming to the requirements of section 6.4 of the NEMA TS2 Standard.

C.13.4 Inductive Loop Detector Units

Provide 8 inductive loop detector units conforming to the requirements of section 6.5 of the NEMA TS2 Standard for 2-channel, rack mount detector units, type C.

C.13.5 Cabinet Power Supply

Provide one cabinet power supply with each cabinet conforming to the requirements of section 5.3.5 of the NEMA TS2 Standard. Provide LED indicators for the 12 VDC, 12 VAC, and 24 VDC outputs. Provide jack plugs on the front panel for access to the +24 VDC for test purposes.

C.14 Bus Interface Units (BIU)

Provide three BIUs conforming to the requirements of section 8 of the NEMA TS2 Standard.

Provide two BIUs with the main panel and one BIU with one of the detector racks.

C.15 Malfunction Management Unit (MMU)

Provide one shelf-mountable, 16 channel, solid-state MMU with Ethernet capability. The MMU shall meet the requirements of Section 4 of the NEMA TS2 Standard. The MMU shall be an Eberle Design Inc. Model MMU2-16LE or preapproved equal.

The MMU shall be capable of the following:

- Detecting simultaneously active inputs of Green (Walk), Yellow, or Red (Don't Walk) on the same channel.
- Determining if the field signal input states detected as active or inactive by the MMU correspond with the data provided by the Controller Unit.
- Monitoring an optional external watchdog output from a Controller Unit or other external cabinet device.
- Monitoring an intersection with up to four approaches using the Flashing Yellow Arrow (for protected/permissive left and right turn movements).
- Event logging for the following: AC Line log, Prior/Previous Faults log, and Monitor Reset Log. All log entries shall include a date and time stamp.
- All monitor functions shall be capable of being programmed through the front panel, without the need for computers or special programs cards.
- A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs, and provide guidance on how the technician should isolate the cause of the malfunction.

The MMU shall have an LCD display that allows for viewing of log files and field indications, as well as the viewing and setting of date and time and configuration parameters.

C.16 Documentation

C.16.1 Cabinet Intersection Wiring Diagrams

For each individual cabinet ordered, within 10 calendar days after receipt of the procurement order, furnish to the City of Milwaukee's electrical lead electrician two sets of 22X34-inch detailed printed cabinet intersection wiring diagrams for information only.

At the time of the cabinet delivery, furnish to the City of Milwaukee's electrical lead electrician two sets of printed 22X34-inch cabinet intersection wiring diagrams and one set of .dgn CAD files per cabinet. Printing the 22X34-inch sheet in smaller sizes is not acceptable. Leave a third drawing in the signal cabinet. After cabinet acceptance is complete, if any cabinet wiring changes were made, revise the cabinet wiring diagrams, leave one drawing in the signal cabinet, and furnish to the City of Milwaukee's electrical lead electrician two sets of as-built printed cabinet wiring diagrams and one set of as-built .dgn

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CAD files per cabinet. If no changes were made from time of cabinet delivery, notify the City of Milwaukee's lead electrical technician in writing.

C.16.2 Manuals

At the time of the cabinet delivery, furnish to the City of Milwaukee's electrical lead electrician one set of installation, operations, and maintenance manuals per cabinet including each type of equipment in the cabinet. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) schematic diagrams, e) pictorial diagrams of parts locations, f) itemized parts lists with parts numbers, g) theory of operation, and h) maintenance checklists.

The itemized parts lists shall include the manufacturer's name and parts number for all components (such as IC, diodes, switches, relays, etc.) used. The list shall include cross-references to parts numbers of other manufacturers who make the same replacement parts.

For each of the traffic signal controller and MMU, in addition to the above manual requirements, furnish one reference manual for the processor and components proposed to perform the controller and MMU functions. Include a complete set of schematics for the controller, MMU, and any auxiliary circuit boards either in the reference manual or in a separate volume. In addition, furnish a written narrative describing the controller and MMU operation and front panel configuration, and a conceptual flow chart illustrating the control logic for comparison with these specifications. The narrative shall include a discussion of any limitation or exceptions to the performance described in these specifications, and a discussion of any control capabilities provided in addition to that required in these specifications.

C.17 Cabinet Delivery

The construction contractor will provide the traffic signal specifications and plans, including the sequence of operation, to the vendor. The vendor shall determine the required cabinet equipment and assembly requirements from the plans and specifications and provide the owner a list of procurement items. The contractor will order the procurement items. The City of Milwaukee will provide the signal timing to the vendor a minimum of two weeks before the scheduled cabinet delivery date.

For cabinets to be installed in the field by the construction contractor, provide the list of procurement items to the City of Milwaukee a minimum of 60 days before the cabinet is scheduled to be installed in the field. The vendor is responsible for coordinating with the project construction contractor to determine the scheduled cabinet installation date. Cabinets shall be completed, delivered, and accepted within 50 calendar days after the initiation of the procurement request. The City of Milwaukee reserves the right to require up to five cabinets per month to be completed, delivered, and accepted.

If the City of Milwaukee makes a modification to any cabinet order before the entire cabinet is completely built in the vendor's shop, the delivery time does not change. If the owner accepts a vendor requested cabinet order or other modification at any time, the delivery time does not change. All cabinet modifications will be made without additional cost to the owner, except if an additional equipment item is added that is under procurement contract, the established price in the procurement contract will be paid the vendor.

Deliver cabinets to City of Milwaukee Electrical Services headquarters located at 1540 West Canal Street Milwaukee, WI 53233. Final wiring/terminations in all cabinets that are to be city owned will be performed by city forces. Coordinate final cabinet wiring with the City of Milwaukee's Traffic Signal Field Operations unit.

Delivery will be received by the owner. Schedule the delivery directly with the construction contractor. The vendor is responsible for arranging the unloading of the cabinet. Notify the electrical shop of the intent to deliver a minimum of two business days ahead of the desired delivery time. The owner will provide the vendor a list of names, phone numbers, and email addresses for contact information.

The vendor is notified that delivery times and schedules may be changed or delayed at any time for any reason. The vendor may be required to store completed cabinets at their facility for extended periods of time.

C.18 Acceptance Testing

Complete on-site traffic signal acceptance testing in the presence of the owner. The acceptance testing will occur after the signal cabinet is fully installed at the project intersection by the construction contractor and before the traffic signal is turned on. The construction contractor and the owner will determine the time for the acceptance testing. In addition to the cabinet as specified in this specification, add-on

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accessory items, traffic signal interconnect, system communication, and closed loop system operation are included in the acceptance testing.

Provide an IMSA certified Traffic Signal Bench Technician, Level II, or an IMSA certified Traffic Signal Field Technician, Level II, with a minimum of three years' experience in construction and operation of traffic signal cabinets similar to the cabinets specified in this specification. Alternatively, provide a technician or electrician with a minimum of three years' experience in construction and operation of traffic signal cabinets similar to the cabinets specified in this specification. The technician shall be on-site during the entire acceptance testing and shall be capable and equipped to make in-field revisions / repairs to the signal cabinet to conform to this specification.

Upon successful completion of the acceptance testing as determined by the owner, a 30-day conditional acceptance of the signal cabinet will be provided to the vendor. Should the cabinet within the 30-day conditional acceptance period fail to perform in any way as determined by the owner, the vendor shall repair the cabinet to bring it into conformance with this specification and the acceptance testing shall be repeated. Repair times shall conform to the warranty service response times in this specification. The acceptance testing shall be repeated. Upon successful completion of the retesting, a new 30-day conditional acceptance period shall begin. After the signal cabinet runs 30 days without failure, the cabinet will be fully accepted by the owner.

The vendor will be allowed up to two 30-day conditional acceptance periods. If the cabinet fails during the second 30-day period, an entirely new cabinet shall be furnished and made operational in the field by the vendor at no cost to the owner and a new acceptance testing procedure shall begin. Cabinet replacement times shall conform to the warranty service response times in this specification. The original cabinet becomes the property of the vendor.

The owner reserves the right to perform its own tests on the traffic signal cabinet at any time using the owner's control equipment. Should an individual traffic signal cabinet be found to not meet the requirements of these specifications, the vendor shall pick up the traffic signal cabinet from the owner or from the field, perform at their shop repairs / revisions as necessary to bring the traffic signal cabinet into conformance with these specifications, and deliver the repaired / revised traffic signal cabinet back to the designated location, all at no additional cost to the City of Milwaukee.

C.19 Certification

Provide a written certification with the cabinet delivery that the equipment meets the requirements of the plans and specifications and will fully run the sequence of operation and the signal timing, including closed loop system operation if applicable. The certification shall be on the vendor's company letterhead, shall be addressed to both the City of Milwaukee and the construction contractor, and shall be signed by a company officer authorized to legally obligate the company.

C.20 Warranty

The warranty shall start upon delivery of the cabinet and all supplied equipment to the owner designated location. Provide a warranty and guarantee statement which stipulates that the cabinet and all supplied equipment, including add-on accessory items, to be, individually and as a cabinet system, free from defects in materials and workmanship for a period of at least one year from the date of final cabinet acceptance in the field, or in the case of a cabinet that is to be delivered to the owner for use by the owner, from the date of delivery of an accepted cabinet to the owner. All warranty beyond the one year construction bond needs to be from the manufacturer or vendor. Final cabinet acceptance in the field is after a successful 30-day conditional acceptance period is completed. Delivery of a cabinet for testing does not constitute acceptance of the cabinet. Turn over to the City of Milwaukee warranties and guarantees that are offered by the manufacturer as a customary trade practice. Name the City of Milwaukee as the obligee on all manufacturers' warranties and guarantees. Shipping costs, both to the factory or an Authorized Repair Depot, and return, shall be paid by the vendor.

The warranty shall provide for full repair or replacement, as determined by the owner, of the failed item or cabinet system, including removal and making the item or system fully operational in the cabinet, at no cost to the owner. Vendor warranty service response times after notification by the owner:

- 4 hours to have qualified service personnel on site at the intersection.
- 12 hours to have the signal safely operational, including all phases and enough detection to run the intersection phasing (minimum 8 detectors).
- 48 hours on business days to restore the signal to full original operations.

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If a malfunction in the controller unit, MMU, module, or any auxiliary equipment occurs during the warranty period, the vendor shall, within 24 hours after notification (excluding Saturday and Sunday), furnish and make fully operational in the cabinet, an identical, programmed, controller unit, MMU, module, or auxiliary equipment, for use while the warranted unit is being repaired or replaced. The isolation of any malfunction during the warranty period shall be the responsibility of the vendor.

The City of Milwaukee reserves the right to make repairs to malfunctioning cabinets and equipment that are under warranty, up to and including complete replacement of the cabinet, when in the owner's determination the safety of the traveling public is best served. Such repair work will not in any way void or limit the vendor's warranty and guarantee specified above. The owner will notify the vendor in writing of the repair.

The vendor shall within five business days after notification replace, at the electrical shop, all cabinets, equipment, and supplies used by the owner in making repairs, with new parts meeting the requirements of this specification.

If any cabinet has three or more equipment or cabinet system failures, resulting from poor workmanship, within the first six months of operation after owner acceptance, an entirely new cabinet exactly matching the existing cabinet shall be furnished and made fully operational by the vendor at no additional cost to the owner. Any traffic control, including but not limited to signing, channelizing devices, temporary signals, police control, and flaggers, that becomes necessary as determined by the owner in order to safely replace the cabinet is the full responsibility of the vendor. The original cabinet becomes the property of the vendor.

Provide, at no additional cost, firmware/software maintenance, problem resolution phone technical support, problem resolution technical support in the supplier's facility, firmware/software patches, and firmware/software upgrades for a minimum of three years. The lead for technical support and primary owner contact for support shall be a qualified person employed by the vendor's local office who is personally familiar with the owner's software and signal operations. Help desks and manufacturer's representatives may be utilized by the lead technical support person as resources but are not acceptable for lead technical support.

Maintain an inventory of the firmware/software version on each controller provided. Notify the City of Milwaukee's electrical shop supervisor or lead electrician in writing when a firmware/software patch or upgrade is available. The owner will direct the vendor when to load the patch or upgrade for each controller. Load the patch or upgrade and provide a usable copy of the patch or upgrade to the owner. Alternatively, when requested by the owner, provide the patch or upgrade to the owner for installation by the owner.

D Measurement

The department will measure ATC Controller and Cabinet Installed by each unit of work, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.205ATC Controller and Cabinet InstalledEACH

Payment is full compensation for furnishing and installing the traffic signal controller and control cabinet; for furnishing and installing all other items necessary (such as, wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete from the source of supply to the most remote unit and for clean-up and waste disposal.

42. Electrical Service Pedestal, Item SPV.0060.215.

A Description

Install meter breaker pedestal.

B Materials

Furnish 120/240V meter breaker pedestal conforming to standard spec 656.2.3, except do not supply service.

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Install service pedestal at location shown in plans. Install grounding electrodes as required by local utility and install appropriate grounding conductors. Contact Mr. Rudy Gutierrez, Electrical Services Manager (414) 286-5941 office, (414) 708-5148 mobile when pedestal will be ready for service with two working days notice.

D Measurement

The department will measure Electrical Service Pedestal by each pedestal, 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.0060.215

Electrical Service Pedestal

EACH

Payment is full compensation for furnishing and installing meter breaker pedestal.

43. EVP 1 Direction Detector, Item SPV.0060.218.

A Description

Furnish and install an Emergency Vehicle Preemption (EVP) 1 Channel 1 Direction Infrared Detector.

B Materials

Furnish a 1 Channel 1 Direction Infrared Detector.

C Construction

Install detector as shown in the plans and according to manufacturer's recommendations.

D Measurement

The department will measure EVP 1 Direction Detector by each, acceptably completed.

E Basis of Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.218

EVP 1 Direction Detector

EACH

Payment is full compensation for furnishing and installing the EVP detector.

44. EVP Phase Selector Card 4 Channel, Item SPV.0060.221.

A Description

Furnish and install an Emergency Vehicle Preemption (EVP) Phase Selector Card 4 Channel.

B Materials

Furnish a 4 channel phase selector card. The selector card shall be capable of functioning with a GPS radio unit as well as infrared system detectors simultaneously.

C Construction

Install phase selector card into the appropriate slot in the controller cabinet and make all necessary wiring connections to EVP detectors.

D Measurement

The department will measure EVP Phase Selector Card 4 Channel by each, acceptably completed. measure.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.221EVP Phase Selector Card 4 ChannelEACH

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Payment is full compensation for furnishing and installing the phase selector card; making necessary connections.

45. EVP Confirmation Light, Item SPV.0060.223.

A Description

Furnish and install an Emergency Vehicle Preemption (EVP) Confirmation Light Assembly.

B Materials

Furnish a typical confirmation light assembly and LED flood light.

C Construction

Install confirmation lights as described in the plans.

D Measurement

The department will measure EVP Confirmation Light by each, 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.0060.223 EVP Confirmation Light EACH

Payment is full compensation for furnishing and installing the EVP confirmation light assembly.

46. Vehicular Video Detection System-2 Cameras, Item SPV.0060.225.

A Description

This specification describes furnishing and installing a system that detects vehicles on a roadway using only video images of vehicle traffic. This item includes all materials and labor necessary to install a completely functional vehicle detection system as shown in the plans, including but not limited to cameras, processors, video monitor, mounting hardware, and power cable.

B Materials

This specification sets forth the requirements for a system that detects vehicles on a roadway and provides detection outputs to a traffic signal controller. The materials shall also include all brackets, risers, mounting hardware, cable, terminations, interface panels, and all other incidentals for the installation of the equipment. This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS2 specifications.

The video detection system shall include two video detectors with a high definition camera of at least 720p resolution with a 10x optical zoom with real time iris and shutter speed control by the integrated processor. The faceplate shall be glass with a hydrophilic coating on the exterior and with an indium tin oxide heater applied to the inner surface.

All communications to the video sensor shall be broadband-over-power via three conductor cable. No coaxial cable shall be used.

The video detection system shall include an interface panel that manages communication between sensors, remote access to the sensors, and the cabinet itself. The interface panel shall provide connection points for four video sensors. Each sensor connection shall have a power switch and a resettable fuse. All communications to the detection system shall be to a single IP address. The interface panel shall weigh less than 3 pounds.

All incidental mountings required for pole or mast arm mounted units to install the detector are included in this item.

C Construction

The video detection system shall be installed by supplier factory-certified installers and as recommended by the supplier and documented in installation materials provided by the supplier.

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In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), the contractor shall be obligated to advise the engineer before setting the zone.

All cables associated with the video detection system shall be routed to the controller. Each lead shall be appropriately marked as to which street or avenue it is associated. Provide 6 feet of cable slack.

The video detection system, as shown in the traffic signal plans, shall be complete, in place, tested, and in full operation.

D Measurement

The department will measure Vehicular Video Detection System-2 Cameras by each, acceptably completed.

E Basis of Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.225

Vehicular Video Detection System-2 Cameras

EACH

Payment is full compensation for furnishing and installing video detection system; making necessary connections; and testing video detection.

47. Electrical Riser, Item SPV.0060.228.

A Description

Fabricate and install an electrical riser.

B Materials

Furnish C-condulets, reducer bushings, banding, 1" aluminum conduit, ½" aluminum conduit, 1" terminal adaptor, weather head, and sealant as shown in electrical riser detail.

C Construction

Install materials as shown in electrical riser detail.

D Measurement

The department will measure Electrical Riser by each, acceptably completed.

E Basis of Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.228

Electrical Riser

EACH

Payment is full compensation for fabricating and installing an electrical riser.

48. Remove Traffic Signals Wright, Item SPV.0060.243,

Remove Traffic Signals Center, Item SPV.0060.244,

Remove Traffic Signals Locust, Item SPV.0060.245,

Remove Traffic Signals Burleigh, Item SPV.0060.246,

Remove Traffic Signals Hopkins, Item SPV.0060.247.

A Description

This special provision describes removing an existing Traffic Signal.

B Materials

Existing Traffic Signal Bases and any other equipment mounted to the poles.

C Construction

Existing signal bases will be abandoned by the City for removal by contractor. Contractor is responsible to remove and dispose of existing Traffic Signals.

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D Measurement

The department will measure Remove Traffic Signals (Location) by each intersection, 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.0060.243	Remove Traffic Signals Wright	EACH
SPV.0060.244	Remove Traffic Signals Center	EACH
SPV.0060.245	Remove Traffic Signals Locust	EACH
SPV.0060.246	Remove Traffic Signals Burleigh	EACH
SPV.0060.247	Remove Traffic Signals Hopkins	EACH

Payment is full compensation for removal and disposal of existing traffic signals.

The department will pay separately for the disconnection and disposal of lamps and bulbs.

49. Pedestrian Countdown Signal Face 12-Inch, Item SPV.0060.267.

A Description

Furnish and install Pedestrian Countdown Signal Face 12-Inch according to the following standards.

B Materials

Furnish a 12-Inch Light Emitting Diode (LED) Pedestrian Countdown Module that meets ITE PTCSI-STD Part 2 from March 2004 or current Institute of Transportation Engineer (ITE) standards. The countdown digits shall be displayed with an LED color/type of Portland Orange. The unit shall be able to operate when exposed to temperatures between -40 to 165 degrees Fahrenheit. The operating voltage shall be between 80 to 135VAC, and the wattage drawn shall be 7W.

C Construction

Install Pedestrian Countdown Signal Face 12-Inch as shown in the plans. Install following standard spec 658.3.

D Measurement

The department will measure Pedestrian Countdown Signal Face 12-Inch, 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.0060.267 Pedestrian Countdown Signal Face 12-Inch EACH

Payment is full compensation for furnishing labor, equipment, coordination and all materials and incidentals necessary to complete the work.

50. Voice Instruction Audible Pushbutton, Item SPV.0060.268.

A Description

Furnish and install a Voice Instruction Audible Pushbutton

B Materials

The Voice Instruction Audible Pushbutton shall be a 2-wire pushbutton that meets ADA requirements. The pushbutton shall be capable of providing audio cues with sound emanating from both the front and back of the unit. Sound shall be synchronized between units and automatically adjust to ambient sound levels. Changing settings and firmware updates shall be done wirelessly over Bluetooth. The switch operating life shall be greater than 20 million operations. The pushbutton station shall have an MUTCD compliant sign on its faceplate.

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Install a Voice Instruction Audible Pushbutton as shown on plans. Follow requirements outlined in MUTCD Section 4E.9 through 4E.12. Pushbutton plates shall provide direction of travel with single or double arrow as required and shall be properly focused upon installation.

D Measurement

The department will measure Voice Instruction Audible Pushbutton by the each, 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.0060.268

Voice Instruction Audible Pushbutton

EACH

Payment is full compensation for furnishing and installing voice instruction audible pushbutton, focusing arrows.

51. Voice Instruction Control Unit, Item SPV.0060.269.

A Description

Furnish and install a Voice Instruction Control Unit.

B Materials

The Voice Instruction Control Unit shall be a rack mount card able to be used in a 300 series cabinet. An interconnect panel shall provide enough connection for 16 or more pushbuttons. The panel shall have a separate power supply connection. No polarity requirement shall be needed for the pushbuttons. The control unit shall have LCD display showing status information. Setup shall be performable via Ethernet or Wi-Fi using a PC or by using an app. Any connection option should allow access to setup and configuration of the control unit and any attached voice instruction audible pushbutton.

C Construction

Install a Voice Instruction Control Unit into the controller cabinet's detector rack. Mount the panel to the side of the cabinet in the side panel access. Terminate all pushbutton connections to the panel. Complete setup of the system and demonstrate the pushbuttons are correctly wired and configured.

D Measurement

The department will measure Voice Instruction Control Unit by the each, 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.0060.269

VOICE Instruction Control Unit

EACH

Payment is full compensation for furnishing and installing voice instruction audible control unit; making necessary connections; and configuring the system.

52. Round Aluminum Sign Post System in Soft Surface 7-Foot, Item SPV.0060.280.

A Description

Work under this item consists of furnishing and installing sign post, post anchor and sign mounting hardware at the locations shown on the plans. All sign posts shall be round tubular aluminum and installed as shown in the plans.

B Materials

Furnish a round aluminum 2" Schedule 40 6061-T6 Extruded Aluminum post with a length of 7 feet, a V-loc Soft-Soil 30" with cleanout bar post anchor for 2 3/8" round post (TAPCO SKU 034-00085, Traffic Safety Supply Company SKU DP00239, Custom Products Corporation Item RPORZVRB23VR2B or approved equal), 5/16" x 1 ¼" Stainless Steel Fender Washers and one- or two-sided sign mounting Z-brackets that fit 2 3/8 inch post or approved equal, as shown in plans.

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Install Round Aluminum Sign Post System in Soft Surface as shown in plans.

D Measurement

The department will measure the Round Aluminum Sign Post System in Soft Surface 7-Foot by each system, 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.0060.280

Round Aluminum Sign Post System in Soft Surface 7-Foot

EACH

Payment is full compensation for furnishing and placing the Round Aluminum Sign Post System in Soft Surface 7-Foot.

53. Round Aluminum Sign Post System in Soft Surface 10-Foot, Item SPV.0060.281

A Description

Work under this item consists of furnishing and installing sign post, post anchor and sign mounting hardware at the locations shown on the plans. All sign posts shall be round tubular aluminum and installed as shown in the plans.

B Materials

Furnish a round aluminum 2" Schedule 40 6061-T6 Extruded Aluminum post with a length of 10 feet, a V-loc Soft-Soil 30" with cleanout bar post anchor for 2 3/8" round post (TAPCO SKU 034-00085, Traffic Safety Supply Company SKU DP00239, Custom Products Corporation Item RPORZVRB23VR2B or approved equal), 5/16" x 1 ¼" Stainless Steel Fender Washers and one- or two-sided sign mounting Z-brackets that fit 2 3/8 inch post or approved equal, as shown in plans.

C Construction

Install Round Aluminum Sign Post System in Soft Surface as shown in plans.

D Measurement

The department will measure the Round Aluminum Sign Post System in Soft Surface 10-Foot by each system, 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.0060.281

Round Aluminum Sign Post System in Soft Surface 10-Foot

EACH

Payment is full compensation for furnishing and placing the Round Aluminum Sign Post System in Soft Surface 10-Foot.

54. Round Aluminum Sign Post System in Soft Surface 11-Foot, Item SPV.0060.282.

A Description

Work under this item consists of furnishing and installing sign post, post anchor and sign mounting hardware at the locations shown on the plans. All sign posts shall be round tubular aluminum and installed as shown in the plans.

B Materials

Furnish a round aluminum 2" Schedule 40 6061-T6 Extruded Aluminum post with a length of 11 feet, a V-loc Soft-Soil 30" with cleanout bar post anchor for 2 3/8" round post (TAPCO SKU 034-00085, Traffic Safety Supply Company SKU DP00239, Custom Products Corporation Item RPORZVRB23VR2B or approved equal), 5/16" x 1 ¼" Stainless Steel Fender Washers and one- or two-sided sign mounting Z-brackets that fit 2 3/8 inch post or approved equal, as shown in plans.

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Install Round Aluminum Sign Post System in Soft Surface as shown in plans.

D Measurement

The department will measure the Round Aluminum Sign Post System in Soft Surface 11-Foot by each system, 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.0060.282

Round Aluminum Sign Post System in Soft Surface 11-Foot

EACH

Payment is full compensation for furnishing and placing the Round Aluminum Sign Post System in Soft Surface 11-Foot.

55. Round Aluminum Sign Post System in Concrete Surface 10-Foot, Item SPV.0060.285.

A Description

Work under this item consists of furnishing and installing sign post, post anchor, anchoring cement and sign mounting hardware at the locations shown on the plans. All sign posts shall be round tubular aluminum and installed as shown in the plans:

B Materials

Furnish a round aluminum 2-inch Schedule 40 6061-T6 Extruded Aluminum post with a length of 10 feet, a V-loc Concrete 8-inch post anchor for 2 3/8-inch round post (TAPCO SKU 037-00012B, Traffic Safety Supply Company SKU DP00241, Custom Products Corporation Item RPORZVR12382OR or approved equal), 5/16-inch x 1 ¼-inch Stainless Steel Fender Washers, one- or two-sided sign mounting Z-brackets that fit 2 3/8-inch post and pourable hydraulic cement for setting of concrete post anchor, as shown in plans.

C Construction

Install Round Aluminum Sign Post System in Concrete Surface as shown in the plans.

D Measurement

The department will measure the Round Aluminum Sign Post System in Concrete Surface 10-Foot by each system, 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.0060.285

Round Aluminum Sign Post System in Concrete Surface 10-Foot

EACH

Payment is full compensation for furnishing and placing the Round Aluminum Sign Post System in Concrete Surface 10-Foot.

56. Round Aluminum Sign Post System in Concrete Surface 11-Foot, Item SPV.0060.286.

A Description

Work under this item consists of furnishing and installing sign post, post anchor, anchoring cement and sign mounting hardware at the locations shown on the plans. All sign posts shall be round tubular aluminum and installed as shown in the plans:

B Materials

Furnish a round aluminum 2-inch Schedule 40 6061-T6 Extruded Aluminum post with a length of 11 feet, a V-loc Concrete 8-inch post anchor for 2 3/8-inch round post (TAPCO SKU 037-00012B, Traffic Safety Supply Company SKU DP00241, Custom Products Corporation Item RPORZVR12382OR or approved equal), 5/16-inch x 1 ¼-inch Stainless Steel Fender Washers, one- or two-sided sign mounting Z-brackets

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that fit 2 3/8-inch post and pourable hydraulic cement for setting of concrete post anchor, as shown in plans.

C Construction

Install Round Aluminum Sign Post System in Concrete Surface as shown in the plans.

D Measurement

The department will measure the Round Aluminum Sign Post System in Concrete Surface 11-Foot by each system, 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.0060.286

Round Aluminum Sign Post System in Concrete Surface 11-Foot

EACH

Payment is full compensation for furnishing and placing the Round Aluminum Sign Post System in Concrete Surface 11-Foot.

57. Street Name Sign Mounting Hardware on Mast Arm, Item SPV.0060.291.

A Description

Work under this item consists of furnishing and installing Mounting Hardware on Mast Arm with current City of Milwaukee practices.

B Materials

201 Stainless Steel Banding ¾" x 0.20, Stainless Steel Flared Leg Sign Mount Bracket for ¾" banding, 201 Stainless Steel Wing Seal (buckle) for ¾" banding, 5/16" x 1-¼" Stainless Steel Fender Washers, 5/16"-18 x 3/4" Stainless Steel Hex Head Bolt.

C Construction

Install and orient Mounting Hardware on Mast Arm as shown on the plans.

D Measurement

The department will measure the Installing Street Name Sign Mounting Hardware on Mast Arm by the each, 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.0060.291

Street Name Sign Mounting Hardware on Mast Arm

EACH

Payment is full compensation for furnishing and installing Street Name Sign Mounting Hardware on Mast Arm.

58. Pull Boxes 13-Inch x 24-Inch; Item SPV.0060.302.

A Description

This special provision describes furnishing and installing pull boxes at the locations shown on the plans according to standard spec 653.

B Materials

Furnish gray in color fiberglass/polymer concrete pull box of rectangular composite enclosure with Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), and nominal 13" wide x 24" long and 24" total depth, flared wall style #CHB132424 as by Highline Products or #B12132424A as by Hubbell Power Systems, or approved equal. Cover shall be Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), bolted cover with logo "Street Lighting" #CHC1324HL1 as by Highline Products or #C12132402A41 as by Hubbell Power Systems, or approved equal. The pull box shall be listed and labeled by (UL) or other Nationally Recognized Testing Laboratory.

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Furnish self-curing caulking to provide a permanent bond and made of flexible rubber that is not affected by sunlight, water, oils, mild acids, and alkali. Use mildew-resistant and non-flammable, gray caulk.

C. Construction

Conform to standard spec. 611 and City of Milwaukee standards. The pull box shall be installed on top of 12-inches of No.2 Coarse Aggregate fill, and set flush with finished grade and backfilled around.

Voids between conduit and pull box shall not exceed ½ inch. Caulk the interior and exterior of pull box. Cure caulking according to manufacturer's specifications before backfilling.

Secure pull box with stainless steel pentahead bolts and washers to lock the cover.

D Measurement

The deparetment will measure Pull Boxes 13-Inch x 24-Inch x 24-Inch as each individual pull box, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.302Pull Boxes 13-Inch x 24-InchEACH

Payment for the Pull Boxes bid items is full compensation for providing and installing all materials including pull boxes, covers, bolts, washers, caulking; for excavating, bedding, backfilling, and restoration of ground to original condition including sand, aggregate, concrete, or other required materials; and for disposing of surplus materials.

59. Pull Boxes 17-Inch x 30-Inch x 24-Inch, Item SPV.0060.303.

A Description

This special provision describes furnishing and installing Fiberglass/Polymer Concrete Pull Box at the locations shown on the plans according to standard spec 653.

B Materials

Furnish fiberglass/polymer concrete pull box of rectangular composite enclosure with Tier 15 Rating (15,000 lb. Design Load) & (22,500 lb. Test Load), and nominal 17" wide x 30" long and 24" total depth, flared wall style #CHB173024 as by Highline Products or #B12173024A as by Hubbell Power Systems or approved equal. Cover shall be Tier 15 Rating (15,000 lb. Design Load) & (22,500 lb. Test Load), bolted cover with logo "Street Lighting" #CHC1730HL1 as by Highline Products or #C12173002A41 as by Hubbell Power Systems, or approved equal. The pull box shall be listed and labeled by (UL) or other Nationally Recognized Testing Laboratory.

C Construction

Conform to standard spec. 673.3 and City of Milwaukee standards. The pull box shall be installed on 12-inches of crushed stone, set flush with grade and backfilled.

D Measurement

The department will measure Fiberglass/Polymer Concrete Pull Box 17-Inch x 30-Inch x 24-Inch as each individual pull 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.0060.303

Pull Boxes 17-Inch x 30-Inch x 24-Inch

EACH

SPV.0060.303 Pull Boxes 17-Inch x 30-Inch x 24-Inch

Payment is full compensation for furnishing and installing all materials, including pull box, end bells, crushed aggregate, excavation, backfilling, and for disposing of surplus material.

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60. Remove Poles, Item SPV.0060.310.

A Description

This special provision describes removing an existing concrete, wood, steel, and aluminum pole and delivering them to the City of Milwaukee street lighting yard. All work shall be according to standard spec 651.

B Materials

Existing poles, including luminaire(s), bracket arm(s), clamp(s), conduit, cabling, and any other equipment mounted to the poles.

C Construction

Disconnect all cables and wiring that is mounted on or in the poles and carefully removes the bracket arm(s), clamp(s), luminaire(s), and poles.

Contractor is responsible to protect and deliver the removed aluminum street lighting equipment (poles, arms, mounting brackets, LED luminaires) to 1540 West Canal Street, Milwaukee, Wisconsin. The contractor should make arrangements for the delivery of this material between the hours of 7:30 AM and 2:30 PM and call 24 hours in advance (telephone (414) 286-5944). No delivery will be accepted after 2:30 PM All other material to be disposed.

Contractor to dispose of all other non-aluminum poles, conduit, cabling and high pressure sodium luminaires appropriately away from the project area.

D Measurement

The department will measure Remove Poles by the each, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.310Remove PolesEACH

Payment is full compensation for disconnecting any necessary wiring, removing the poles and equipment mounted on the poles; storing the poles and any equipment attached to them and delivering them to the City of Milwaukee, or disposing of poles; and for all labor, tools, equipment, transportation, excavating, backfilling, disposing of surplus materials, and incidentals necessary to complete the work.

The department will pay separately for the disconnection and disposal of luminaires.

61. Poles Type 26-AL Banner Rated Direct Bury, Item SPV.0060.313

A Description

The minimum requirements for a 26'-0" banner rated aluminum street lighting pole assembly. All parts not specifically mentioned, which are necessary, or which are regularly furnished in order to provide this pole, shall be furnished, and shall conform in strength, quality of material and workmanship to that usually provided by the engineering practice indicated in this specification. All work shall be according to standard spec 651, and latest City of Milwaukee specifications.

The aluminum street lighting pole assembly to be furnished under this specification is to be round and tapered. The pole assembly shall be complete with shaft, pole cap, hardware, and base coating. All screws and fasteners shall be stainless steel or other approved materials.

The aluminum street lighting assembly shall be according to this specification and City of Milwaukee (DPW-Infrastructure Services Division) Drawing #B-86-32 dated 03-03-22.

Minor deviations on the rest of the pole assembly that will not affect the strength, appearance, vertical and horizontal stability of the pole will be permitted, but all such deviations shall be approved by the City of Milwaukee Street Lighting Engineering.

The work under this item is for furnishing and installation of the following material as shown in plans and according to the following.

B Materials

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B.1.1 Pole

The 26'-0" aluminum pole shaft shall be tapered from the top of the pole to the ground line. Horizontal and vertical stability shall be obtained by welding a 4" channel across the bottom of the shaft in line with the cable entrance holes. The channel is to extend 1" past the shaft wall. Dimensions from the pole top to the bracket mounting plate and the ground line to the top of the pole shall be rigidly adhered to.

B.1.2

Cable entrance holes shall be provided on both sides of the pole and shall be 2" diameter (minimum) and shall be located 12" below ground line and shall have grommets installed to prevent damage to the cable. The shall be 90 degrees from the mounting brackets.

B.1.3

The poles shall be built as a double bracket unit and supplied with one cover plate per pole.

R 1 4

The pole cap is to be cast aluminum, and be secured to the pole by three equally spaced 1/4"-20 hex head stainless steel screws.

B.1.5 Hand Hole and Grounding

The hand hole shall be 4" x 6" nominal. A $\frac{1}{4}$ "-20 NC taped hole and bolt shall be provided in the shaft opposite the hand hole for grounding purposes. The hand hole cover shall be secured to the pole using $\frac{1}{4}$ "-20 NC by $\frac{3}{4}$ " long 18-8 stainless steel button head Torx T27H tamper proof screws. The hand hole is to be 90 degrees from the arms. The center line of the hand hole shall be 14 inches above the mounting plate.

B.1.6 Loading and Stability

The 26'-0" assembly furnished under this specification shall support a fifty-pound fixture of an EPA of 3 on each arm when equipped with a pair of 6' upsweep arms. All pole designs shall meet the latest revision of the AASHTO specifications for these poles as defined in their <u>STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS.</u>

The 26'-0" assembly furnished shall support an additional load of double banners of total 20 square feet (10 square feet on each side) mounted at 18' above grade.

The entire horizontal and vertical "wind sail" area of the pole assembly subject to wind load including arm and luminaire shall be designed to withstand the AASHTO standard specifications, from above, for wind load requirements for a 90 MPH wind load with gust factor computed per section 3.8.5.and height and exposure factors from table 3-5.

B.1.7

All Welding shall be according to the latest applicable A.S.M.E. Standards.

B.1.8

The manufacturer warrants that the pole supplied will be of merchantable quality will conform to applicable specifications, drawings, designs, samples, or descriptions, will be free from defects in materials and workmanship and will be fit for the particular purpose intended.

B.1.9

A plaque with the pole number as shown on the plans shall be affixed onto the pole shaft.

B.2 Riser Cable

Pole is to be wired as shown on the plans. A separate riser cable will be required to be installed inside of pole for each lighting fixture on the pole. The riser cable shall be 30 feet in length and cut from copper 2#12 UF with ground cable. One wire shall be black, the other shall be white, and the ground can be either bare or green. All splicing is to be done inside the pull box with the submersible pre-insulated connector. A separate 1#6 XLP ground wire shall be connected between the pole and the 8' ground rod in the pull box. The wire shall conform to NEC Article 340.

The riser wire shall be continuous without splices. The electrical system in use utilizes a full system ground. The neutral is not to be grounded at any point.

B.3 Fuse System

a) Fuse holder (Interfuse Part No#: 0LEB00AAXK, 1-Pole Fuse holder Watertight Inline)

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b) 3A Midget Fuse Cartridge (Littelfuse Part No#: 0KLK003.T, Fast-Acting Protection

Refer to Standard Details on how to wire the fuse inside the pole hand hole.

B.4 Hardware and Pole Address Label

All hardware shall be stainless steel.

Pole address identification labels shall be high intensity reflective 2" silver numerals on black background.

C Construction

The pole shall be assembled and installed per the manufacturer's instructions and Standard Details. The Contractor shall install the pole with proper arm/luminaire orientation as indicated on the plans.

Pole addresses are to be installed on the pole as shown on the plans.

The ground wires shall be spliced inside the transformer base or pull box and grounded to the housing of each luminaire. The cable shall conform to NEC Article 340. The riser cable shall be continuous without splices. The electrical system in use utilizes a full system ground. The neutral is not to be grounded at any point.

Grass areas that were disturbed during pole installation shall be filled with 3 inches of topsoil and sod to match the adjacent finished grade. Concrete areas that were disturbed during pole installation is to be restored in kind. The restoration is included in the pole installation bid cost.

D Measurement

The department will measure Poles Type 26-AL Banner Rated Direct Bury by each pole, 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.0060.313 Poles Type 26-AL Banner Rated Direct Bury EACH

Payment is full compensation for the pole, riser cables, inline fuse assembly and all connections.

62. Poles Type (22 ft Aluminum, Direct Bury), Item SPV.0060.315.

A Description

The minimum requirements for a 22 foot direct bury aluminum street lighting pole assembly. All parts not specifically mentioned, which are necessary, or which are regularly furnished in order to provide this pole, shall be furnished, and shall conform in strength, quality of material and workmanship to that usually provided by the engineering practice indicated in this specification. All work shall be according to standard spec 651.

The aluminum street lighting pole assembly to be furnished under this specification is to be round and tapered. The pole assembly shall be complete with shaft, pole cap, hardware, and base coating. All screws and fasteners shall be stainless steel or other approved materials.

The direct bury 22 foot aluminum street lighting pole assembly shall be according to this specification and City of Milwaukee (DPW-Infrastructure Services Division) Drawing #B-86-31.

A revised date 03-13-12.

Minor deviations on the rest of the pole assembly that will not affect the strength, appearance, vertical and horizontal stability of the pole will be permitted, but all such deviations shall be approved by the City of Milwaukee Street Lighting Engineering.

The work under this item is for furnishing and installation of the following material as shown in plans and according to the following.

B Materials

B.1 Pole

The 22 foot aluminum pole shaft shall be tapered from the top of the pole to the ground line. Horizontal and vertical stability shall be obtained by welding a 4" channel across the bottom of the shaft in line with the

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cable entrance holes. The channel is to extend 1" past the shaft wall. Dimensions from the pole top to the bracket mounting plate and the ground line to the top of the pole shall be rigidly adhered to.

Cable entrance holes shall be provided on both sides of the pole and shall be 2" diameter (minimum) shall be located 12" below ground line and shall have grommets installed to prevent damage to the cable. They shall be 90 degrees from the mounting brackets.

The pole cap may be either cast, stamped, spun, etc., and have provisions to affix the cap firmly to the shaft.

The base coating shall be painted, sprayed or dipped. Both the inside and outside of the shaft shall be coated from the bottom of the shaft to a point 2" ± above the ground line. The base coating shall be a Polyamide Epoxy Pittsburgh Aquapon or equal, applied un-thinned and shall be applied before installing the grommets in the cable entrance holes. The channel welded to the bottom of the shaft must be coated with the same material as above.

The hand hole shall be 4" x 6" nominal. A $\frac{1}{2}$ -20 tapped hole and $\frac{1}{2}$ -20 NC by $\frac{3}{4}$ " long 18-8 stainless steel button head Torx T27H tamper proof screw shall be provided in the shaft opposite the hand hole for grounding purposes. Hand hole cover shall be secured to the pole using $\frac{1}{4}$ "-20 NC by $\frac{3}{4}$ " long 18-8 stainless steel button head Torx T27H tamper proof screws. The hand hole is to be 90 degrees from the bracket arms and in the same plane with the cable entrance holes.

The 22 ft. aluminum pole assembly furnished under this specification shall support a fifty-pound fixture of an EPA of 3 on each arm when equipped with a pair of 6' upsweep arms. The pole design shall meet the latest revision of the AASHTO specifications for this pole as defined in the STANDARD
STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. The manufacturer shall submit engineering calculations for lighting poles to show that maximum stress and deflections do not exceed specified performance requirements under full design loading, as well as other certified reports and data which indicate that the poles meet all load requirements.

Engineering calculations shall be prepared and sealed by an engineer licensed in the State of Wisconsin. The entire horizontal and vertical "wind sail" area of the pole assembly subject to wind load including arm and luminaire shall be designed to withstand the AASHTO standard specifications, from above, for wind load requirements for a 90 MPH wind load with gust factor computed per section 3.8.5.and height and exposure factors from table 3-5.

All Welding shall be according to the latest applicable A.S.M.E. Standards.

The manufacturer warrants that the pole supplied will be of merchantable quality will conform to applicable specifications, drawings, designs, samples, or descriptions, will be free from defects in materials and workmanship and will be fit for the particular purpose intended.

A plaque with the pole number as shown on the plans shall be affixed onto the pole shaft.

B.2 Pea Gravel

Passing No.8 sieve 0% to 5%

Each unit will require approximately 0.25 cubic yard of pea gravel.

The pea gravel must consist of particles from natural gravel deposits and shall be composed of clean, hard, tough, durable pebbles free from adherent coatings, soft, flat, or elongated particles, and organic or other deteriorative matter. The following limits apply to deteriorative substances in the pea gravel.

Chert not over 4% by weight
Coal not over ½% by weight
Clay lump and friable particles not over ½% by weight
Soft fragments not over 1% by weight
Any combination of the above not over 4% by weight
Flat, elongated or laminated pcs. Not over 10% by weight

(Flat and elongated particles are those having a length more than five times the average thickness)

Grading requirements of the pea gravel are as follows:

Passing 3/8-inch sieve 95% to 100% Passing No.4 sieve 25% to 50%

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B.3 Riser Cable

Pole is to be wired as shown on the plans. A separate riser cable will be required to be installed inside of pole for each lighting fixture on the pole. The riser cable shall be 30 feet in length and cut from copper 2#12 UF with ground cable. One wire shall be black, the other shall be white, and the ground can be either bare or green. All splicing is to be done inside the metal housing. The ground wires shall be spliced inside the metal housing and grounded to the housing and each fixture. The cable shall conform to NEC Article 340. The riser cable shall be continuous without splices. The electrical system in use utilizes a full system ground. The neutral is not to be grounded at any point.

C Construction

The direct bury pole is to be set as illustrated in the plans. The holes are to be 12 or 14 inches in diameter and to a depth of 5 feet. The holes can be bored, hydrovac, or hand dug but all shall be cylindrical. If any part of the hole is within three feet of a buried utility, the holes must be hand dug or hydrovac. No other method of setting poles is acceptable. The poles should be parallel and perpendicular to the horizon once set.

In some cases, the poles are to be installed in areas of concrete walk. Prior to concrete removal, the concrete should be saw cut to allow adequate room for pole and cable installation. Saw cutting for removal should be square or rectangular in shape. The contractor shall be responsible for disposing all debris from excavation and removed from site.

There is to be a minimum 6-inch bed of tamped pea gravel for the pole to set on. Then pea gravel is to be backfill around the pole and be tamped every 12 inches and filled to within 3 inches of finished grade.

In areas where concrete walk was removed, felt paper is to be installed around the base of pole and 3 inches of concrete installed. Concrete shall be the standard 5 bag mix, and the finished surface should match adjacent grades.

Grass areas that were disturbed during construction shall be filled with 3 inches of topsoil and sod to match the adjacent finished grade. Addresses are to be stenciled to the pole as shown on the plan.

D Measurement

The department will measure Install Poles (22 ft Aluminum, Direct Bury) by each pole, 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.0060.315

Install Poles (22 ft Aluminum, Direct Bury)

EACH

Payment is full compensation for the pole, riser cables, pea gravel, and all connections.

63. 40-Ft Wood Pole, Item SPV.0060.334.

A Description

This special provision describes furnishing and installing wood poles for temporary lighting as shown on plans and according to requirements of the plans, specifications and contract. All necessary miscellaneous hardware and materials needed to complete the installation of the wood poles are considered incidental. After the projects are completed some wood poles will remain in place that have only the series circuitry overhead cables attached. These wood poles will become the property of the City of Milwaukee Street Lighting.

B Materials

Furnish a Class 4 wood poles conforming to the American Standard Specifications and Dimensions for Wood Poles (ANSI O5.1.) unless the engineer specifies otherwise.

Shaving

All poles shall be machine shaved the entire length.

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Gaining and Drilling

Poles shall be slab gained from the top of the pole to a point 48" below the top of the pole. 1st and 2nd gains are to be drilled with a 11/16 "diameter drill. 1st gain 8" from the top of the pole and 2nd gain 24" below 1st gain.

Incising

All poles shall be incised throughout that portion of the pole surface terminating one foot above and two feet below the standard ground line per A.W.P.A. Specifications #C8-73.

Treatment

According to the requirements and recommendations of AWPA Standard C1 and the applicable AWPA Commodity Standards. Do not use Creosote for treatment.

Inspection and Acceptance

An independent inspection agency to check the poles shall be inspected per A.W.P.A. Specifications #M2-83. A certified copy of the test report must be delivered with each load shipped.

A.W.P.A. Designations

Reference to A.W.P.A. designation shall mean the latest revision of the particular A.W.P.A. specification and/or test procedure in effect at time this bid is let for the item/product described herein.

Pea Gravel

The pea gravel must consist of particles from natural gravel deposits and shall be composed of clean, hard, tough, durable pebbles free from adherent coatings, soft, flat, or elongated particles, and organic or other deteriorative matter. The following limits apply to deteriorative substances in the pea gravel.

Chert not over 4% by weight

Coal not over ½% by weight

Clay lump and friable particles not over ½% by weight

Soft fragments not over 1% by weight

Any combination of the above not over 4% by weight

Flat, elongated or laminated pcs. Not over 10% by weight

(Flat and elongated particles are those having a length more than five times the average thickness)

Grading requirements of the pea gravel are as follows:

Passing 3/8-inch sieve 95% to 100%
Passing No.4 sieve 25% to 50%
Passing No.8 sieve 0% to 5%

Each unit will require approximately 0.25 cubic yard of pea gravel.

Grounding Electrode and Conductor

Furnish and install an approved 5/8-Inch diameter x 8-foot-long copper clad grounding electrode per NEC, WSEC, and local utility codes. Run a single unbroken length of stranded bare #6 copper wire from the grounding electrode to the top of wood pole leaving a 2-foot coil. Make the electrical connection between the grounding electrode conductor and grounding electrode by the exothermic weld method

C Construction

Wood Poles shall be installed to an embedment depth of 6 foot for a 40 ft. pole, and according to plan details. The holes can be bored, hydrovac, or hand dug but all shall be cylindrical. If any part of the hole is within three feet of a buried utility, the holes must be hand dug or hydrovac. No other method of setting poles is acceptable. The poles should be blocked and or raked as noted on the construction drawings.

In some cases, the poles are to be installed in areas of concrete walk. Prior to concrete removal, the concrete is to be saw cut to such size to allow for adequate room for pole and cable installation. Saw

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cutting for removal should be rectangular in shape. The contractor will be responsible for disposing all debris from excavation and sidewalk removal. The spoils are not to be used as backfill.

There is to be a minimum of a 6-inch bed of tamped pea gravel as a base for the pole. The area around the pole is to be backfilled with pea gravel and be tamped every 12 inches and filled to finished grade.

There will be no extras for these materials, which include such items as hardware, clevises, yokes, and all other materials and devices needed to fully complete the job in a neat and orderly fashion.

All fasteners used to attach items to wood poles will be of the appropriate strength steel which has been hot dipped galvanized.

No cable will be directly attached to any pole. Clevises, yokes and other overhead hardware must be used.

D Measurement

The department will measure 40-Ft Wood Pole by the each pole, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.33440-Ft Wood PoleEACH

Payment is full compensation for shipping to the site, excavating, and placement of pole.

64. Install Secondary Riser, Item SPV.0060.339.

A Description

This special provision describes furnishing and installing City of Milwaukee secondary riser as the plans show.

B Materials

Furnish rigid, 1 inch inner diameter aluminum pip, C type condulet fitting, and all other needed materials in conformance with standard spec 651.2, 652.2, 655.2, 656.2, and 657.2.

C Construction

Install secondary riser according to plan and in conformance with standard spec 651.3, 652.3, 655.3, 656.3, and 657.3.

D Measurement

The department will measure Install Secondary Riser by each unit, acceptably completed.

E Payment

Milwaukee County will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER DESCRIPTION UNIT SPV.0060.339 Install Secondary Riser EACH

Payment is full compensation for furnishing and installing Secondary Riser; for furnishing and installing all other items necessary (such as wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, and banding) to make the proposed system complete from the source of supply to the most remote unit and for clean-up and waste disposal.

65. Water Tight Splices & Connections, Item SPV.0060.343.

A Description

This section describes materials, general requirements, personnel qualifications, construction methods, and testing requirements used to perform electrical connections/splices required.

All work shall be according to standard spec 651.

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B Materials

B.1

Furnish materials conforming to the WSEC, consisting of chapter comm. 16 of the WEC combined with the NEC.

B.2

All materials furnished under this contract for street lighting installation are subject to approval by the City of Milwaukee street lighting engineer. A prototype maybe requested for submittal by the engineer with a cable sample installed and spliced for approval prior to field installation.

B.3

The contractor shall furnish a complete list of materials to be furnished and used for street lighting. Such list shall include names and addresses of manufactures, together with catalog numbers, certificates of compliance, specifications, and other product information requests by the engineer. The list shall be submitted within 10 calendar days of execution of contract. No material shall be incorporated into the lighting system prior to the written approval of the engineer. Approval does not change the intent of the specifications. The contractor shall not substitute or make changes in material without resubmitting for approval.

Use either the Polaris Edge (ISPB2) or Morris Product submersible insulated connector or else an equal connector that is 3, 4, or 6 Port Pre-Insulated, that is designed for use in below grade boxes, direct burial, and submersible. The Conductors Range from #2/0 - #14 Rated for 600 Volts Dual Rated for CU. or AL.

Use an In-Line Fuse Holder assembly that needs to be 600 Volt Rated, and up to 30 Amps, 1-Pole Breakaway, with copper set screw terminals for LOAD, and Wire Size Range #12 to #8 AWG.

Provide a Fast Acting 5 Amp – 250 Volt fuses, from the recommended fuse list from the In-Line Fuse holder manufacturer.

Waterproof and Tear Resistant cable tags/labels that need to be attached for identifying the circuit. A tag/label per street lighting conductor, and or cable for each branch circuit leg.

C Construction

C.1 General Requirements

Work under items related to the street lighting system shall conform to the National Electrical Code (NEC), 2020 Edition, or the latest edition adopted by the State of Wisconsin, Wisconsin Department of Commerce Chapter Comm 16 (Electrical) State of Wisconsin electrical code, City of Milwaukee code, and these special provisions and good electrical practices. The contractor shall not take advantage of lack of details in plans or these specifications where to do so would conflict with the applicable code and standards.

C.2 Personnel Qualifications

An electrician holding all appropriate licenses (including City of Milwaukee Licenses) shall supervise all work done referring to the street lighting system. <u>All splices shall be made by an electrician.</u> For the purposes of this contract, an electrician is a person who served a four year apprenticeship and passed state exams.

C.3 Splices

The contractor shall perform water tight splicing in a pull box. Conductor runs shall be continuous between pole locations, and no splicing of conductors outside the pull box will be allowed. The water tight splices shall reside in the pull box and above the 3 foot wiring coils. The 2#12UF with ground cable (per luminaire) shall be brought to the pole hand hole where it will be spliced with the riser cable to the light fixture. An in-line watertight fuse holder needs to be installed in-line with the hot conductor that leads to the luminaire and should be accessible in pole at the hand hole. Oxide inhibitor (OX4) or equivalent shall be applied on all splice's points.

Contractor is to bundle circuit conductors together and identify circuit at every split point.

Hand hole splices if needed should be completed using a multi-tap connector. The connector should be rated for 600 volts, conductor range #1/0 through #14 AL-CU, have an insulating cover rated at 105 degrees Celsius, and meet or exceed ANSI 119.4 Class A specifications for reliability.

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C.4 In Service Distribution Systems

The contractor shall not make splices to any underground connections or to any existing distribution system. As indicated on plans, underground splices and connections to existing underground circuitry will be completed by city electricians.

C.5 Testing

After the city makes preliminary acceptance of the street lighting system, it shall be monitored by the City of Milwaukee, Street Lighting Electrical Services during a 60-calendar day operational "burn in". Final acceptance of the lighting system will be based on its meeting standard operational criteria as stated in these specifications. The contractor shall be responsible for all necessary repairs and adjustments to the lighting system to meet standard operational criteria.

D Measurement

The department will measure this item Water tight Splices and Connections by the each, acceptably completed. This covers the multi-port submersible insulated connectors in the pull box, in-line fuse holder assemblies in the pole at the hand hole, and the waterproof and tear resistant cable tags/labels in the pull box.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.343Water Tight Splices & ConnectionsEACH

Payment is full compensation for furnishing labor, equipment, coordination and all materials such as the multi-port submersible insulated connectors, in-line fuse holder assemblies, waterproof and Tear Resistant cable tags/labels, anti-oxidant for wire connections, and incidentals necessary to complete the work to make operational one luminaire.

66. Luminaire Arm Single Member 6-Ft., Item SPV.0060.345.

A Description

This special provision describes furnishing and installation of the following material as shown in plans and according to the following. All work shall be according to standard spec 651.

B Materials

Fabricated per the City of Milwaukee City Spec. and drawing C-87-76. Bracket arm is 2" schedule 80 Aluminum pipe curved to City Spec's. Mounting plate is either cast aluminum ½" AA#713 or extruded 6063-T6 bar stock.

C Construction

The bracket shall be attached to the pole with two (2) ½" x 13 NC x 1" long stainless steel bolts.

D Measurement

The department will measure Luminaire Arm Single Member 6-Ft. by each, 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

EACH

SPV.0060.345 Luminaire Arm Single Member 6-Ft.

Payment is full compensation for the bracket arm, and all connections.

67. Luminaire Arms Single Member 6-Ft WP Mount, Item SPV.0060.346.

A Description

This special provision describes providing and installation of the following material as shown in plans and according to the following.

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B Materials

Furnish 6 ft. Aluminum Mounting Bracket – The aluminum bracket shall be fabricated from 2" aluminum pipe schedule 80. It shall have a 27" rise, and a 9" straight end section that is suited for use with a slip fit luminaire. Wire-The wire shall be copper 2#12 UF with ground wire. One wire shall be black, the other shall be white. The ground wire shall be grounded to fixture. The cable shall conform to NEC Article 339.

Fabricated per City of Milwaukee City Spec. and drawing C-81-27.

C Construction

Mounting height-The height to light center shall be 26' unless otherwise specified on the drawing or indicated in the field by the engineer. The bracket shall be attached to the wood pole with two 3/8"x 3" long) galvanized wood lag bolts, and one 5/8"x (10" to 12" long) galvanized through bolt with galvanized washers and nut.

D Measurement

The department will measure Luminaire Arms Single Member 6-Ft WP Mount by each, 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.0060.346 Luminaire Arms Single Member 6-Ft WP Mount EACH

Payment is full compensation for the bracket arm, and all connections.

68. Install Equipment Grounding Electrode, Item SPV.0060.353.

A Description

Furnish and install grounding protection to provide personnel and equipment protection against faults, surge currents and lightning transients.

B Materials

Ground Rod – Use ground rods meeting the requirement of UL-467. Ground rods must be made of copper-clad steel with a nominal diameter of 5/8 inches. Ground rod sections must be a minimum of 8 feet in length and manufactured for the sole purpose of providing electrical grounding.

Grounding Conductors – Use 7 strand #6 AWG copper insulated (green) conductor for electrical protection ground. The grounding conductor shall be continuous without splices from the grounding electrode through the handhole grounding clip of the pole and of minimum length to make connection.

Mechanical bonding – Provide connection to the grounding electrode using G5 acorn ground clamp. Apply an anti-oxidant compound to all mechanical connections.

C Construction

Provide a ground rod assembly driven into the earth at a single point (single point ground).

A licensed electrician shall install the primary ground rod assembly in an electrical pull box so that the top 4 inches are accessible for inspection, resistance testing, and maintenance.

D Measurement

The department will measure Install Equipment Grounding Electrode, 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.0060.353

Install Equipment Grounding Electrode

EACH

Payment is full compensation for the grounding electrode and all connections.

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69. City Furnished Luminaire Utility High Pressure Sodium, Item SPV.0060.366.

A Description

This special provision describes installing high pressure sodium utility luminaires as indicated in plans. All work shall be according to standard spec 651.

B Materials

High pressure sodium utility luminaires are furnished by the City of Milwaukee per City Spec, and drawing. Ensure proper operation and function prior to mounting.

C Construction

Pick up luminaires from the City of Milwaukee yard located at 1540 W. Canal Street. Contact person is William Olson at our street lighting shop, (414) 286-5953, to coordinate pick up.

The luminaire requires 3 wire operation at 240 volt. The luminaire shall be attached to the 6 foot aluminum bracket arm using the supplied hardware.

Perform all splices and connections required for the operation of luminaire.

D Measurement

The department will measure City Furnished Luminaire Utility High Pressure Sodium by each, 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.0060.366

Installing City Furnished Luminaire Utility High Pressure Sodium

EACH

Payment is full compensation for installing city furnished high pressure sodium luminaires; for making all connections; and for all testing.

70. Luminaire Utility 1LED, SPV.0060.374

A Description

Furnish and install street lighting fixture according to current City of Milwaukee Electrical methods and National Electrical Code standards. All work shall be according to standard spec 651.

B Materials

Furnish Luminaire Utility 1LED with I.E.S. Type 2 Light Distribution (NEMA label '1LED2')

Cree RSWM-A-HT-2ME-9L-30K7-UL-GY-N-Q1-SS

Philips Road Focus RFM-72W32LED-3K-G2-R2M-UNV-DMG-FAWS4-RCD7-PH9-SP2-GY3

Or approved equal.

TECHNICAL SPECIFICATIONS:

All features below shall be incorporated into the equipment and all items shall be furnished and installed into a complete unit ready for operation.

TYPE:

The LED luminaires purchased under this contract will be of Cree Inc, RSW series, Philips Road Focus RFM series, or approved equal with the above order number. The luminaires shall be designed so it can efficiently produce uniform illumination according to I.E.S. Type II light distribution according to the lighting plan.

<u>HOUSINGS</u>: The housing and door shall be rugged, high quality, cast aluminum for maximum strength, durability and lasting beauty. All castings shall be free from pits, blowholes, or other irregularities. All edges are to be free from burrs.

Housing: The housing shall have an integral leveling pad or other suitable means for quick, easy and proper positioning of the luminaire.

Door: The door shall be hinged and easily opened for routine maintenance. All component parts shall be easily accessible with the lower housing opened. Tool-less entry is required.

Leveling: A bubble level is to be located inside the electrical compartment for easy leveling at installation.

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Hinges: Hinges shall be so constructed and designed to accurately position the door and assure a positive locking with the housing. The hinges shall be provided with a safety catch to prevent the accidental disengagement of the door during servicing.

Finish: The entire housing shall be polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process shall yield a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Color: The luminaire shall be grey in color unless otherwise specified.

Label: There shall be a NEMA label '1LED2' clearly visible at 30 feet height attached to the door of the luminaire. In addition, the luminaire complete model number and manufacturing date shall be indicated inside the housing.

LED/OPTICAL ASSEMBLY:

The LED assembly is to be chip on board. The LED module is to be enclosed and sealed with a borosilicate Prismatic Glass optical assembly. The combination shall be NEMA IP66 rated for dust and water resistant. The L_{70} , per IES TM-21, must be greater or equal to 100,000 hours of operational time at 25 degrees Centigrade.

The color temperature is to be 3,000K CCT.

POWER SUPPLY:

The Electronic driver must have an expected life of 100,000 hours at a 25°C ambient.

It is to be rated at 240 volts, 60Hz. A driver with multiple input voltages can be supplied as long as it can operate at 240 volts.

SURGE PROTECTION:

A surge protector which provides a minimum of 20kV/10kA protection as per IEEE/ANSI C62.41 Category C is to be included. There shall be a visual indicator showing the surge protector is operational.

<u>TERMINAL BLOCK</u>: A heavy duty terminal block shall be provided which will accept wire sizes up to #6 A.W.G. The terminal block shall be compatible with either aluminum or copper wire.

MOUNTING: Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provide a bolt clamping mechanism with 3G vibration rating per ANSI C136.

<u>HARDWARE</u>: All nuts, bolts, latches, etc. furnished with the luminaire shall be fabricated from stainless steel or non-ferrous materials.

PHOTOCONTROL: No photocell is needed, but a shorting cap and a 7-pins socket are required.

<u>WARRANTY</u>: The contractor and/or the manufacturer warrants that goods sold hereunder will be merchantable quality, will conform to applicable specifications, drawings designs, samples or descriptions, will be free from defects in material and workmanship and will be fit for the particular purpose intended by City of Milwaukee.

- i. This warranty will remain in effect for 10 years from date of acceptance.
- ii. Under this provision, the contractor and/or manufacturer agrees to repair or replace within a reasonable time, any part, feature or product found to be defective during the warranty period at no cost to the city.

C Construction

Install lighting fixture on the mounting bracket on the pole according to manufacturer standards. Provisions for inserting 2#12UF with ground riser cable between the fixture and cable connecting point at the transformer base/ hand hole shall be included per applicable details within design set.

D Measurement

The department will measure Luminaire Utility 1LED by each, 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.0060.374 Luminaire Utility 1LED EACH

Payment is full compensation for furnishing labor, installing equipment, coordination and all materials and incidentals necessary to complete the work.

71. Luminaire Utility 2LED, SPV.0060.375.

A Description

Furnish and install street lighting fixture according to current City of Milwaukee Electrical methods and National Electrical Code standards. All work shall be according to standard spec 651.

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B Materials

Furnish Luminaire Utility 2LED with I.E.S. Type 3 Light Distribution (NEMA label '2LED3').

Cree RSWL-A-HT-3ME-14L-30K7-UL-GY-N-4BLT-Q4

Philips Road Focus RFM-135W-40LED3K-G2-R3M-UNV-DMG-FAWS4-RCD7-PH9-SP2 (with FAW set at position 4)

Or Approved Equal.

TECHNICAL SPECIFICATIONS:

All features below shall be incorporated into the equipment and all items shall be furnished and installed into a complete unit ready for operation.

TYPE:

- The LED luminaires purchased under this contract will be of Cree Inc, RSW series, Philips Road Focus RFM series, or approved equal with the above order number. The luminaires shall be designed so it can efficiently produce uniform illumination according to I.E.S. Type III light distribution according to the lighting plan.
- <u>HOUSINGS</u>: The housing and door shall be rugged, high quality, cast aluminum for maximum strength, durability and lasting beauty. All castings shall be free from pits, blowholes, or other irregularities. All edges are to be free from burrs.
- Housing: The housing shall have an integral leveling pad or other suitable means for quick, easy and proper positioning of the luminaire.
- Door: The door shall be hinged and easily opened for routine maintenance. All component parts shall be easily accessible with the lower housing opened. Tool-less entry is required.
- Leveling: A Bubble level is to be located inside the electrical compartment for easy leveling at installation.
- Hinges: Hinges shall be so constructed and designed to accurately position the door and assure a positive locking with the housing. The hinges shall be provided with a safety catch to prevent the accidental disengagement of the door during servicing.
- Finish: The entire housing shall be polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process shall yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).
- Color: The luminaire shall be grey in color unless otherwise specified.
- Label: There shall be a NEMA label <u>'2LED3'</u> clearly visible at 26 feet height attached to the door of the luminaire. In addition, the luminaire complete model number and manufacturing date shall be indicated inside the housing.

LED/OPTICAL ASSEMBLY:

The LED assembly is to be chip on board. The LED module is to be enclosed and sealed with a borosilicate Prismatic Glass optical assembly. The combination shall be NEMA IP66 rated for dust and water resistant. The L_{70} , per IES TM-21, must be greater or equal to 100,000 hours of operational time at 25 degrees Centigrade.

The color temperature is to be 3,000K CCT.

POWER SUPPLY:

The Electronic driver must have an expected life of 100,000 hours at a 25°C ambient.

It is to be rated at 240 volts, 60Hz. A driver with multiple input voltages can be supplied as long as it can operate at 240 volts.

SURGE PROTECTION

- A surge protector which provides a minimum of 20kV/10kA protection as per IEEE/ANSI C62.41 Category C is to be included. There shall be a visual indicator showing the surge protector is operational.
- <u>TERMINAL BLOCK</u>: A heavy duty terminal block shall be provided which will accept wire sizes up to #6 A.W.G. The terminal block shall be compatible with either aluminum or copper wire.
- <u>MOUNTING</u>: Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provide a bolt clamping mechanism with 3G vibration rating per ANSI C136.
- <u>HARDWARE</u>: All nuts, bolts, latches, etc. furnished with the luminaire shall be fabricated from stainless steel or non-ferrous materials.
- PHOTOCONTROL: No photocell is needed, but a shorting cap and a 7-pins socket are required.
- <u>WARRANTY</u>: The contractor and/or the manufacturer warrants that goods sold hereunder will be merchantable quality, will conform to applicable specifications, drawings designs, samples or descriptions, will be free from defects in material and workmanship and will be fit for the particular purpose intended by City of Milwaukee.
 - i. This warranty will remain in effect for 10 years from date of acceptance.
 - ii. Under this provision, the contractor and/or manufacturer agrees to repair or replace within a reasonable time, any part, feature or product found to be defective during the warranty period at no cost to the city.

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Install lighting fixture on the mounting bracket on the pole according to manufacturer standards. Provisions for inserting 2#12UF with ground riser cable between the fixture and cable connecting point at the transformer base/ hand hole shall be included per applicable details within design set.

D Measurement

The department will measure Luminaire Utility 2LED by each, 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.0060.374 Luminaire Utility 2LED EACH

Payment is full compensation for furnishing labor, installing equipment, coordination and all materials and incidentals necessary to complete the work.

72. Adjusting CUC Manhole Cover, Item SPV.0060.400.

A Description

This special provision describes adjusting the existing chimney of the block, precast, or brick round manholes, furnishing, installing and removing protection of the cables in the manhole during adjustment operations. Perform work according to the standard specifications, the provisions of the article Adjusting Manhole Covers, as shown on the plans, and as hereinafter specified.

B Materials

Furnish and install materials that conform to the requirements of standard spec 519. Salvage and reinstall existing covers on the manholes. The city will supply covers designated for replacement. Contractor shall contact Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frames and lids from the DPW Field Headquarters at 3850 N. 35th St. Contractor must have the "Castings Requisitions Form" which shall be supplied by the city at the Preconstruction Meeting to obtain the covers.

C Construction

Report any pre-existing problems to Ms. Karen Rogney of City Underground Conduits Section at (414) 286-3243 three working days in advance of any construction on manholes.

Before removing the pavement around the manhole, the contractor shall place a ¾-inch plywood cover or equal over existing active Street Lighting, Traffic Control, Communication or private vendor electrical cables. This cover shall be properly supported to/at the manhole floor.

Break out and remove pavement around manhole. Remove existing covers and store and secure them properly. Any damaged, lost, or stolen covers shall be the responsibility of the contractor and shall be replaced at contractor's expense.

Remove existing chimney to surface of concrete roof slab. If manhole does not have an existing concrete roof slab, remove sufficient chimney as to provide adequate corbel to fit new cast iron frame and cover.

Adjust manhole cover to proposed grade using bricks or concrete rings as necessary. **Completely underpin entire flange area of manhole frame with mortar, bricks and/or concrete rings.** Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

After completion of paving, remove the temporary ¾-inch plywood cover or equal which is over the existing electrical cables in the manhole as mentioned above.

Notify Ms. Rogney three working days in advance of completion of each manhole adjustment, for inspection and acceptance of work performed. The contractor will receive no payment until the above work is approved by City Underground Conduits.

D Measurement

The department will measure Adjusting CUC Manhole Cover by each, acceptably completed.

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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 400

Adjusting CLIC Maphalo Cover

SPV.0060.400 Adjusting CUC Manhole Cover EACH

Payment is full compensation for furnishing all required materials, exclusive of frames, grates, or lids available and designated for adjusting; for removing, reinstalling and adjusting the covers. Covers to be adjusted and which are rendered unfit for use by the contractor through the contractor's operations will be replaced by the contractor in kind at the contractor's own cost and expense.

73. 4' Diameter "Doghouse" Manhole Type CUC, Item SPV.0060.410.

A Description

The work under this item consists of a 4'-0" diameter precast concrete "doghouse" manhole for the City of Milwaukee Underground Conduit Section at locations shown in the plans, according to standard spec 301, 611 and 501, and as hereinafter provided. This work includes providing and placing PVC pipe and associated fittings, cement encasement, and other appurtenances to extend existing conduit as required to provide a complete and fully functional communications manhole unit.

B Materials

B.1 Manhole

Furnish and install a 4' diameter precast concrete "doghouse" manhole. Concrete and steel reinforcement shall conform to ASTM specification: C478 (latest edition), except that the single cages of circumferential reinforcement in all vertical walls shall consist of lines of #6 steel wire spaced 3" horizontally and lines of #10 steel wire spaced 8" vertically both located in the center of the wall, and #6 hoop rebar centered in the wall 3" above the window knock-outs.

Two lifting inserts for 1-1/2" diameter lifting eyes shall be cast in the wall of the base and all other riser sections except the top cap section.

Up to four 7/8" diameter galvanized steel 1-11/16" pulling-in eyes shall be cast in the wall of the base section directly across from each duct entrance.

Four 5/8" diameter plastic threaded cable rack bolt inserts shall be cast in the wall of the riser section.

A continuous circumferential Butyl Rubber gasket shall be supplied, to be laid on the wall joint of the base and riser section when manhole is being assembled at job site.

The number of pulling-in eyes and/or cable rack bolt inserts may vary. Additionally, the size, location, shape and number of duct entrances and/or knock-out area may vary. Unit price of manhole shall not vary for number of openings, pulling-in eyes and/or rack bolt inserts.

Field verify window depth and locations prior to ordering manhole.

The city will supply a frame and lid for the manhole. Contractor shall contact Mr. Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frame and lid from the DPW Headquarters at 3850 N. 35th St. Contractor must have the "Casting Requisition Form" which shall be supplied by the city.

B.2 Conduit

Furnish and install DB_60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WISDOT field inspection upon delivery to a project.

Manufacturers of PVC Conduit DB-60 shall request evaluation and approval of their products by filing with the department's Research Supervisor, Bureau of Highway Construction, a certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and PVC plastic cell classifications. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter conduit to be furnished conforming to all requirements of these specifications. The conduit tested shall be randomly selected for test by the independent testing laboratory as being representative of that manufacturer's conduit. The manufacturer of the conduit shall also submit with the certification, a guarantee that all conduit furnished be of the same quality and composition and conform to the specification requirements as tested by the independent laboratory, as long as the manufacturer continues to furnish materials for WISDOT projects.

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PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

B.3 Concrete

The type of concrete mix to be used to encase the ducts will be:

Type I Cement	280 lbs
Fly Ash	100 lbs
Sharp Torpedo Sand	3100 lbs
Water	35 gals
Chryso Air 260 or approved equal	2.0 ozs
Chryso Plast 209 or approved equal	7.0 ozs
Air	5%

Mix the materials to provide an approximate 3 inch slump

B.4 Slurry Backfill

Aggregate slurry backfill consists of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

Fly Ash (Class C) 75 lbs.

Concrete Sand (Damp) 1830 lbs.

No. 1 Concrete Aggregate 1830 lbs.

Mix with water to inundate the aggregate sufficiently to provide an approximate 3 inch slump. Deposit the mix directly from a concrete transit mix truck.

For any questions on materials, contact Ms. Karen Rogney at (414) 286-3243.

C Construction

C.1 Manhole

Install the bottom section of the manhole while avoiding damage to the live active cables. The excavation may need to be widened to slide the bottom under the existing cables. After the bottom section of the manhole has been set, the existing cables need to be placed within the window openings, splice cases and/or coils placed back into the manhole.

Exercise extreme care in the handling of working cables within the excavation. When cables need to be moved, particularly lead sheathed cables, move cables slowly and gradually. Avoid sharp kinks that may damage the inner core of the cables and the sheath.

Complete the "doghouse" manhole installation without any damage or service disruption to the existing cables.

Install 4' Diameter "Doghouse" Manholes Type CUC Installed over Conduit according to standard spec 611.3.

Install the top of the roof deck at a standard depth of 18" below finished grade where possible. A minimum depth of 12" from finished grade to the top of the roof deck must be maintained.

Install manhole cover to proposed grade using concrete rings and/or bricks. Completely underpin entire flange area of manhole frame with mortar, bricks and/or concrete rings. Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

C.2 Placing Duct

All ducts shall be inspected before placing to see that the bores are clean and free from mud, sand, etc. Only ducts with a smooth bore, free from burrs, rough projections etc. shall be used. Where burrs or other rough areas likely to damage cable are found in the duct, they shall be smoothed off by rasping or scraping.

All existing ducts shall be extended into the new manhole structure unless otherwise noted on the plan. Split PVC duct should be used on ducts containing cables. The split duct shall be installed per manufactures recommendations using tape and reinforced with plastic straps to produce a rigid, stable unit.

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All ducts shall terminate on the inside wall of the manhole. A standard end bell fitting shall be installed on all duct access points into the manhole.

Where trace wires are present, reconnect and extend trace with #10 copper wire extended two feet past the inside wall of the manhole.

C.3 Concreting

Begin concreting after conduit has been laid and the trench and duct have been inspected. The minimum concrete encasement of the ducts is 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom. After placing, the concrete shall be puddled with a splicing bar or similar tool so that complete duct encasement is accomplished. Wood braces used to keep the conduit from floating shall be removed before the concrete sets completely and the resultant encasement voids filled with concrete.

Allow the concrete encasement to set for a minimum of 6 hours before backfilling is commenced.

C.4 Slurry Backfill

Commence backfilling immediately after the duct has been inspected, approved and has set to withstand the load.

An aggregate slurry as specified shall be used to backfill all concrete encased conduit. The trench shall be slurry backfilled to the proposed or existing subgrade. The mix shall be deposited in the trench directly from a concrete transit mix truck.

D Measurement

The department will measure 4' Diameter "Doghouse" Manhole Type CUC by each individual manhole, 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.0060.412. 4' Diameter "Doghouse" Manhole Type CUC EACH

Payment is full compensation for all excavation work and disposal of material; for adjusting manhole frame to final grade, for furnishing and installing all materials, including precast manhole, conduit, conduit fittings, end bells, bricks, and coarse aggregate, bedding, concrete forms, concrete placement, appurtenances, and backfilling.

74. 5' Diameter "Doghouse" Manhole Type CUC, Item SPV.0060.412.

A Description

The work under this item consists of a 5'-0" diameter precast concrete "doghouse" manhole for the City of Milwaukee Underground Conduit Section at locations shown in the plans, according to standard spec 301, 611 and 501, and as hereinafter provided. This work includes providing and placing PVC pipe and associated fittings, cement encasement, and other appurtenances to extend existing conduit as required to provide a complete and fully functional communications manhole unit.

B Materials

B.1 Manhole

Furnish and install a 5' diameter precast concrete "doghouse" manhole. Concrete and steel reinforcement shall conform to ASTM specification: C478 (latest edition), except that the two cages of circumferential reinforcement in all vertical walls shall consist of lines of #6 steel wire spaced 3" horizontally and lines of #10 steel wire spaced 8" vertically both located in the center of the wall, and #6 hoop rebar centered in the wall 3" above the window knock-outs.

Two lifting inserts for 1-1/2" diameter lifting eyes shall be cast in the wall of the base and all other riser sections except the top cap section.

Up to four 7/8" diameter galvanized steel 1-11/16" pulling-in eyes shall be cast in the wall of the base section directly across from each duct entrance.

Four 5/8" diameter plastic threaded cable rack bolt inserts shall be cast in the wall of the riser section.

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A continuous circumferential Butyl Rubber gasket shall be supplied, to be laid on the wall joint of the base and riser section when manhole is being assembled at job site.

The number of pulling-in eyes and/or cable rack bolt inserts may vary. Additionally, the size, location, shape and number of duct entrances and/or knock-out area may vary. Unit price of manhole shall not vary for number of openings, pulling-in eyes and/or rack bolt inserts.

Field verify window depth and locations prior to ordering manhole.

The city will supply a frame and lid for the manhole. Contractor shall contact Mr. Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frame and lid from the DPW Headquarters at 3850 N. 35th St. Contractor must have the "Casting Requisition Form" which shall be supplied by the city.

B.2 Conduit

Furnish and install DB_60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WISDOT field inspection upon delivery to a project.

Manufacturers of PVC Conduit DB-60 shall request evaluation and approval of their products by filing with the department's Research Supervisor, Bureau of Highway Construction, a certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and PVC plastic cell classifications. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter conduit to be furnished conforming to all requirements of these specifications. The conduit tested shall be randomly selected for test by the independent testing laboratory as being representative of that manufacturer's conduit. The manufacturer of the conduit shall also submit with the certification, a guarantee that all conduit furnished be of the same quality and composition and conform to the specification requirements as tested by the independent laboratory, as long as the manufacturer continues to furnish materials for WISDOT projects.

PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

B.3 Concrete

The type of concrete mix to be used to encase the ducts will be:

Type I Cement 280 lbs

Fly Ash 100 lbs

Sharp Torpedo Sand 3100 lbs

Water 35 gals

Chryso Air 260 or approved equal 2.0 ozs

Chryso Plast 209 or approved equal 7.0 ozs

Air 5%

Mix the materials to provide an approximate 3 inch slump

B.4 Slurry Backfill

Aggregate slurry backfill consists of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

Fly Ash (Class C) 75 lbs.

Concrete Sand (Damp) 1830 lbs.

No. 1 Concrete Aggregate 1830 lbs.

Mix with water to inundate the aggregate sufficiently to provide an approximate 3-inch slump. Deposit the mix directly from a concrete transit mix truck.

For any questions on materials, contact Ms. Karen Rogney at (414) 286-3243.

C Construction

C.1 Manhole

Install the bottom section of the manhole while avoiding damage to the live active cables. The excavation may need to be widened to slide the bottom under the existing cables. After the bottom section of the

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manhole has been set, the existing cables need to be placed within the window openings, splice cases and/or coils placed back into the manhole.

Exercise extreme care in the handling of working cables within the excavation. When cables need to be moved, particularly lead sheathed cables, move cables slowly and gradually. Avoid sharp kinks that may damage the inner core of the cables and the sheath.

Complete the "doghouse" manhole installation without any damage or service disruption to the existing cables.

Install 5' Diameter "Doghouse" Manholes Type CUC Installed over Conduit according to standard spec 611.3.

Install the top of the roof deck at a standard depth of 18" below finished grade where possible. A minimum depth of 12" from finished grade to the top of the roof deck must be maintained.

Install manhole cover to proposed grade using concrete rings and/or bricks. Completely underpin entire flange area of manhole frame with mortar, bricks and/or concrete rings. Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

C.2 Placing Duct

All ducts shall be inspected before placing to see that the bores are clean and free from mud, sand, etc. Only ducts with a smooth bore, free from burrs, rough projections etc. shall be used. Where burrs or other rough areas likely to damage cable are found in the duct, they shall be smoothed off by rasping or scraping.

All existing ducts shall be extended into the new manhole structure unless otherwise noted on the plan. Split PVC duct should be used on ducts containing cables. The split duct shall be installed per manufactures recommendations using tape and reinforced with plastic straps to produce a rigid, stable unit.

All ducts shall terminate on the inside wall of the manhole. Install a standard end bell fitting flush with the wall on all duct access points.

Where trace wires are present, reconnect and extend trace with #10 copper wire extended two feet past the inside wall of the manhole.

C.3 Concreting

Begin concreting after conduit has been laid and the trench and duct have been inspected. The minimum concrete encasement of the ducts is 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom. After placing, the concrete shall be puddled with a splicing bar or similar tool so that complete duct encasement is accomplished. Wood braces used to keep the conduit from floating shall be removed before the concrete sets completely and the resultant encasement voids filled with concrete.

Allow the concrete encasement to set for a minimum of 6 hours before backfilling is commenced.

C.4 Slurry Backfill

Commence backfilling immediately after the duct has been inspected, approved and has set to withstand the load.

An aggregate slurry as specified shall be used to backfill all concrete encased conduit. The trench shall be slurry backfilled to the proposed or existing subgrade. The mix shall be deposited in the trench directly from a concrete transit mix truck.

D Measurement

The department will measure 5' Diameter "Doghouse" Manhole Type CUC by each individual manhole, acceptably completed.

Notify Ms. Rogney three working days in advance of completion of each manhole, for inspection and acceptance of work performed. The contractor will receive no payment until the above work is approved by City Underground Conduit.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.412.5' Diameter "Doghouse" Manhole Type CUCEACH

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Payment is full compensation for all excavation work and disposal of material; for adjusting manhole frame to final grade, for furnishing and installing all materials, including precast manhole, conduit, conduit fittings, end bells, bricks, and coarse aggregate, bedding, concrete forms, concrete placement, appurtenances, and backfilling.

75. Removing CUC Manhole, Item SPV.0060.420.

A Description

The work under this item describes removing various manholes for the City of Milwaukee Underground Conduit department at locations shown in the plans, according to standard spec 204. Removal means removal of the existing structure and any necessary conduit alterations required.

B (Vacant)

C Construction

C.1 General Requirements

Complete all operations necessary to remove the existing structure and that might endanger the new construction before constructing new work.

Manholes designated for removal and subsequent reconstruction will ordinarily contain working cables which must be maintained during the course of this phase of work. Protective measures against damage must be observed when handling and working around these cables.

C.2 Frame and Cover Removal

Remove the frame and cover on all manholes designated for removal. If the castings are to be salvaged as directed in the plans, exercise caution with frames embedded in concrete so unnecessary damage to the frame does not occur during the process of breaking concrete. Remove all mortar and concrete from the frame. Store salvaged castings at location approved of by the engineer.

C.3 Protection of Cables

Extreme care must be exercised in the handling of working cables in manholes or exposed conduit package areas while removal work is going on. Cables may carry high voltage that may be life threatening.

No cable removed from its racks and spanning the manhole opening is to be permitted to sag appreciably from its own weight across such opening. Provide temporary supports for all cables. When cables need to be moved, particularly lead sheathed cables, move cables slowly and bend gradually. Avoid sharp kinks that may damage inner core of cables and the sheath. Cables must be left as stationary as is practicable after the cables have been temporarily located. Exercise care if further shifting is required while construction work progresses and if needed, re-support. Guard against damage to the exposed cables by falling objects such as tools, equipment and debris. Avoid stepping on cables. Do not use cables to support any objects during the course of the construction work.

Promptly notify Mr. Brian Pawlak at (414) 286-5970 work, (414) 708-2118 cell, of any visible cable defects discovered at the time the cable is exposed. Report any signs of abrasion, sheath rupture, kinking in the cable or evidence of sheath cracks.

The contractor will be held liable for all damage due to carelessness and to neglect and is responsible for protecting and safeguarding cables. All damage will be repaired at the contractor's expense

C.4 Removing Existing Structure

After removal of the castings and protecting and supporting the cables, carefully remove the manhole roof, walls, floor and all hardware. No portion of the existing structure is to remain. The increase in the size of the excavation will be determined by the size of the manhole to be reconstructed as indicated in the detail plans. Remove all waste material accumulated by the removal of the existing structure from the work site. No part of this waste material can be used as backfill material.

C.5 Conduit Alterations

Break back by hand sections of cement encased conduit to facilitate excavation for the new proposed structure. Hand chip concrete away for the existing pipes. Carefully remove pipes from around the cables. Hand chip enough concrete away from the pipes to allow for the coupling of split ducts on to the ends of the pipes. Protect exposed pipe ends and existing cables from damage.

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D Measurement

The department will measure Removing CUC Manhole by each individual manhole, acceptably removed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.420.Removing CUC ManholeEACH

Payment is full compensation for breaking down and removing structure; conduit alterations; for providing cable protection; for hauling and disposing of materials.

76. Marking Crosswalk Epoxy Transverse Line 12-Inch, SPV.0090.003.

A Description

This special provision describes furnishing and installing Marking Crosswalk Epoxy Transverse Line 12-Inch as directed by the engineer, as shown on the drawings and as hereinafter provided.

Perform work under these items according to the requirements of standard spec 646 and the details as shown on the plans, with the exception of the differences noted here within.

B Materials

Furnish epoxy pavement marking and glass bead material according to the standard spec 646.

C Construction

Construction of pavement markings shall be according to manufacturer application and installation procedures, standard spec 646, and engineer.

All pavement marking areas shall be laid out by the contractor and then reviewed by the engineer. Approval of the marking layout shall be approved by the engineer prior to placement of material.

The contractor shall protect the pavement markings from damage and allow them to fully cure prior to allowing traffic to drive over markings. Any damage shall be corrected by the contractor at the contractor's expense.

D Measurement

The department will measure Marking Crosswalk Epoxy Transverse Line 12-Inch by the linear foot, acceptably completed.

E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.003
 Marking Crosswalk Epoxy Transverse Line 12-Inch
 LF

Payment is full compensation for preparing the surface, furnishing, and installing all materials and incidentals necessary to complete the work.

77. Marking Stop Line Epoxy 24-Inch, SPV.0090.004.

A Description

This special provision describes furnishing and installing Marking Stop Line Epoxy 24-Inch as directed by the engineer, as shown on the drawings and as hereinafter provided.

Perform work under these items according to the requirements of standard spec 646 and the details as shown on the plans, with the exception of the differences noted here within.

B Materials

Furnish epoxy pavement marking and glass bead material according to the standard spec 646.

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C Construction

Construction of pavement markings shall be according to manufacturer application and installation procedures, standard spec 646, and the engineer.

All pavement marking areas shall be laid out by the contractor and then reviewed by the engineer. Approval of the marking layout shall be approved by the engineer prior to placement of material.

The contractor shall protect the pavement markings from damage and allow them to fully cure prior to allowing traffic to drive over markings. Any damage shall be corrected by the contractor at the contractor's expense.

D Measurement

The department will measure Marking Stop Line Epoxy 24-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.004Marking Stop Line Epoxy 24-InchLF

Payment is full compensation for preparing the surface, furnishing, and installing all materials and incidentals necessary to complete the work.

78. Marking Crosswalk Epoxy Block Style 12-Inch, SPV.0090.005.

A Description

This special provision describes furnishing and installing Marking Crosswalk Epoxy Block Style 12-inch as directed by the engineer, as shown on the drawings and as hereinafter provided.

Perform work under these items according to the requirements of standard spec 646 and the details as shown on the plans, with the exception of the differences noted here within.

B Materials

Furnish epoxy pavement marking and glass bead material according to the standard spec 646.

C Construction

Construction of pavement markings shall be according to manufacturer application and installation procedures, standard spec 646, and engineer.

All pavement marking areas shall be laid out by the contractor and then reviewed by the engineer. Approval of the marking layout shall be approved by the engineer prior to placement of material.

The contractor shall protect the pavement markings from damage and allow them to fully cure prior to allowing traffic to drive over markings. Any damage shall be corrected by the contractor at the contractor's expense.

D Measurement

The department will measure Marking Crosswalk Epoxy Block Style 12-inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0090.005 Marking Crosswalk Epoxy Block Style 12-inch LF

Payment is full compensation for preparing the surface, furnishing, and installing all materials and incidentals necessary to complete the work.

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79. Marking Line Epoxy 6-Inch, SPV.0090.006.

A Description

This special provision describes furnishing and installing Marking Line Epoxy 6-Inch as directed by the engineer, as shown on the drawings and as hereinafter provided.

Perform work under these items according to the requirements of standard spec 646 and the details as shown on the plans, with the exception of the differences noted here within.

B Materials

Furnish epoxy pavement marking and glass bead material according to the standard spec 646.

C Construction

Construction of pavement markings shall be according to manufacturer application and installation procedures, standard spec 646, and engineer.

All pavement marking areas shall be laid out by the contractor and then reviewed by the engineer. Approval of the marking layout shall be approved by the engineer prior to placement of material.

The contractor shall protect the pavement markings from damage and allow them to fully cure prior to allowing traffic to drive over markings. Any damage shall be corrected by the contractor at the contractor's expense.

D Measurement

The department will measure Marking Line Epoxy 6-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.006Marking Line Epoxy 6-InchLF

Payment is full compensation for preparing the surface, furnishing, and installing all materials and incidentals necessary to complete the work.

80. City Supplied #8 Concentric 5kV Cable, Item SPV.0090.300.

A Description

The work under this item is for installation of the following material as shown in plans and according to the following. All work shall be according to standard spec 651.

B Materials

Supplied by the City of Milwaukee per City Spec.

Contact person is Neal Karweik at (414) 708-4245.

C Construction

Install 1#8 Concentric cable for 2200V constant current circuit in buried conduit. Add coil in Pull Box per plans.

Termination of cable by City of Milwaukee.

D Measurement

The department will measure City Supplied #8 Concentric 5kV Cable 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.0090.300 City Supplied #8 Concentric 5kV Cable LF

Payment is full compensation for furnishing and installation.

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81. Electrical Cable Type 3#6 AL Triplex, Item SPV.0090.302.

A Description

This special provision describes furnishing and installing service cable according to current City of Milwaukee Electrical methods and National Electrical Code standards. All work shall be according to standard spec 651.

B Materials

B.1

#6 Triplex ASCR (Aluminum conductor steel reinforced)

B.2

#6 stranded aluminum wires with 3/64 polyethylene insulation 7 strands

1 #6 bare neutral, 6 strands of Aluminum conductors around a steel messenger,

ASCR 6/1

B.3

Voltage of 600 volts phase-to-phase or less and at conductor temperatures not to exceed 75°C for polyethylene insulated conductors or 90°C for crosslinked polyethylene (XLP) insulated conductors.

B.4

Service drop cable meets or exceeds the following ASTM specifications:

- B-230 Aluminum Wire, 1350-H19 for Electrical Purposes.
- · B-231 Aluminum Conductors, Concentric-Lay-Stranded.
- B-232 Aluminum Conductors, Concentric-Lay-Stranded, Coated Steel Reinforced (ACSR).
- B-399 Stranded 6201-T81 Aluminum Alloy Conductors.
- B-901 Compressed Round Stranded Aluminum Conductors Using Single Input Wire.

B.5

Conductors are concentrically stranded, compressed 1350-H19 aluminum. Insulated with either polyethylene or crosslinked polyethylene (XLP). Neutral messengers are concentrically stranded 6201, AAC, or ACSR. Cable meets or exceeds all applicable requirements of ANSI/ICEA S-76-474.

C Construction

The cable shall be installed to supply power, usually from a pole, to the user's service head where connection to the service entrance cable is made. All splices must be completed by the contractor unless otherwise designated on plans.

D Measurement

The department will measure Electrical Cable Type 3#6 AL Triplex by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.302Electrical Cable Type 3#6 AL TriplexLF

Payment is full compensation for furnishing labor, equipment, coordination and all materials and incidentals necessary to complete the work. Also included is the labor, equipment and materials for removal of construction debris and site restoration.

82. Remove Aerial Cable, Item SPV.0090.314.

A Description

This special provision describes removing temporary overhead service lines as shown on the plans; including all associated guy wires, anchors, and electrical wire; and removing materials from the site.

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B (Vacant)

C Construction

Contractor shall properly dispose of materials off site.

D Measurement

The department will measure Removing Aerial Cable 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.0090.314 Remove Aerial Cable LF

Payment is full compensation for all work, for disposal of materials, and for all labor, tools, equipment needed to complete the task.

83. Liquidtight Flexible Nonmetallic Conduit 1 1/2-Inch, Item SPV.0090.319.

A Description

This special provision describes furnishing and installing liquidtight flexible nonmetallic conduit for traffic signals and street lighting according to standard spec 652, and as shown in the plan details. All work shall be according to standard spec 651.

B Materials

The liquidtight flexible nonmetallic conduit shall be Type LFNC-B. The conduit shall be nonconductive, noncorrosive to oil, acid, ozone, and alkaline. The conduit shall have a smooth inner surface with integral reinforcement within the conduit wall.

The flexible nonmetallic conduit shall be UL listed for use as indicated in Article 356 of the latest NEC, and for outdoor use and sunlight resistant.

The fittings and adapters shall be of the same manufacturer as the conduit.

C Construction

Install the fittings, adapters, and conduit in conjunction with traffic signals and street lighting. Install per the manufacturer's instructions and as shown on the plans.

D Measurement

The department will measure Liquidtight Flexible Nonmetallic Conduit 1 1/2-Inch by the linear foot of conduit installed, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.319Liquidtight Flexible Nonmetallic Conduit 1 1/2-InchLF

Payment is full compensation for furnishing and installing the conduit, including the connectors.

84. Electrical Cable 3#4/1#8 XLPE USE-2, Item SPV.0090.323; Electrical Cable 4#2/1#8 XLPE USE-2. Item SPV.0090.324.

A Description

This special provision describes furnishing and installing service cable according to current City of Milwaukee Electrical methods and National Electrical Code standards. The service cable shall consist of five (5) cross-linked polyethylene covered, stranded, copper conductors. All work shall be according to Wisconsin DOT Standard Specifications standard spec 651.

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B Materials

B.1.1

Unless otherwise specified, the cable to be furnished shall comply with the manufacture and test requirements of the Insulated Cable Engineers Association (ICEA) Specification No. S-61-402, NEMA WC5, latest revision.

B.1.2 Conductors

The conductors shall be of soft round annealed uncoated stranded copper conductor per ASTM B-3, ASTM B-8, and UL Standard UL-44. Conductors No. 8 A.W.G. or larger shall be stranded. Conductors smaller than No. 8 A.W.G. shall be solid unless otherwise specified. Stranding must meet the requirements of ASTM B8, Class B.

B.2 Insulation

B.2.1 600V

The insulation for cable rated 600V shall be cross XLPE thermosetting chemically crosslinked polyethylene insulation according to industry standard ICEA Pub. No. S-95-658/Nema WC-70 (2009), latest revision, and shall be a nominal 45 mils. thickness. Insulation shall meet the ANSI/ASTM D2220-74 (latest revision) accelerated water absorption requirements and -30°C (-22°F) cold bend test with a separator applied between the stranded conductor and insulation to facilitate cable stripping. The outside diameter of the insulating covering must be circular and extruded concentrically over the conductor.

B.2.2 Nominal Thickness

The nominal insulation thickness around each individual conductor shall be not less than 90% of the thickness specified in the schedule.

B.2.3 Color Code

The insulation compound which covers each conductor making up a cable shall be color coded in conformance with the N.E.M.A. Color Code Standard, unless otherwise specified; however, printed color designations as in I.3.2 or I.3.3. will not be acceptable under this specification (see schedule). <u>Individual</u> cable will be black, white, red, gray and green.

B.3 Marking

B.3.1

Identification for each conductor must be provided by colors according to I.M.S.A. Standards. The outer insulation must be marked with the following information at a minimum: conductor size (AWG), 600V, XLPE, USE-2, manufacturer's name, date of manufacture. All markings must be a minimum of one-eighth inch (1/8") in height. Marking shall be at approximately 2 foot intervals. A sequential footage marking must be located on the opposite side of the jacket. All marking must be perfectly legible with permanent white ink.

B.4 Round Cable

B.4.1

This cable shall consist of stranded, uncoated, conductors each concentrically encased with a cross linked polyethylene USE-2 rubber insulation.

B.4.2 Inspection and Tests

Each length of the individual insulated conductor and completed cable shall comply with all requirements of I.C.E.A. Standards S-61-402. Sampling and Test Methods shall be according to Part 6. A certified report of the tests made on the cable to show compliance with this specification may be required prior to shipment. If requested, a sample of the cable covered by the report shall also be submitted.

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POWER, CABLE SCHEDULE FOR SPECIFICATION

	4#2/1#8		4#4/1#8	
Size of Conductor	#2	#8	#4	#8
Number of Conductors	4	1	4	1
Number of Wires in Conductor	7	7	7	7
Type of Insulation	4 Cross-Linked Polyethylene (XLPE)	1 Cross-Linked Polyethylene (XLPE)	4 Cross-Linked Polyethylene (XLPE)	1 Cross-Linked Polyethylene (XLPE)
Insulation Thickness	60 mils	60 mils	60 mils	60 mils
Insulation Voltage Rating	600 volt	600 volt	600 volt	600 volt
Insulation Color Code	1-black (hot) 1-white (neutral) 1-red (hot) 1-gray (neutral)	1-green (ground)	1-black (hot) 1-white (neutral) 1-red (hot) 1-gray (neutral)	1-green (ground)
Non-Hydroscopic Fill	No	ne	None	
Moisture Resisting Sheath				
Jacket Thickness	No	ne	None	
	4#6/1#8		4#8/1#8	
Size of Conductor	#6	#8	#8	#8
Number of Conductors	4	1	4	1
Number of Wires in Conductor	7	7	7	7
Type of Insulation	4 Cross-Linked Polyethylene (XLPE)	1 Cross-Linked Polyethylene (XLPE)	4 Cross-Linked Polyethylene (XLPE)	1 Cross-Linked Polyethylene (XLPE)
Insulation Thickness	60 mils	60 mils	60 mils	60 mils
Insulation Voltage Rating	600 volt	600 volt	600 volt	600 volt
Insulation Color Code	1-black (hot) 1-white (neutral) 1-red (hot) 1-gray (neutral)	1-green (ground)	1-black (hot) 1-white (neutral) 1-red (hot) 1-gray (neutral)	1-green (ground)
Non-hydroscopic Fill	No	ne	None	
Moisture Resisting Sheath				
Jacket Thickness	No	ne	No	one

All conductors shall be uncoated annealed soft copper.

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C Construction

The cable shall be installed in HDPE, PVC, and Liquidtight Flexible Non-Metallic conduit when indicated on plans. Any turf damage during installation of cable shall be restored (grass, asphalt or concrete) by the contractor, all splices in luminaires, pull boxes, and transformer bases / hand holes, must be completed by the contractor unless otherwise designated on plans. Do not splice directly in underground or conduit. Do not leave wire or cable ends uncovered or submerged in water. If the engineer observes this condition, the engineer may reject the entire length of cable or wire. Make all electrical connections and splices in the luminaire, pole or transformer base with approved pressure or compression type fittings. Cover tape with a liberal coating of an electrical varnish or sealant providing flexible protection from oil, moisture, and corrosion. Obtain the engineer's approval of this electrical coating before using. Extend wire for termination 15 inches beyond the pole hand hole. Make all electrical splices in the pull box with pre-approved insulated direct burial and submersible multi-port splice and tap connectors with wire range 2/0 - #14 AWG.

For all cables entering each pull box/vault, provide an extra loop, approximately 3 feet in length, to remain in each pull box/vault. This loop of cable is in addition to the amount needed to reach from the entrance conduit raceway end to the opening in the exiting conduit raceway.

When there is more than one circuit, bundle the circuit conductors with nylon cable ties or engineer approved electrical tape at access points.

At each pull box, identify the line side of each circuit with an attached tag using a fade-resistant waterproof black marker pen and provide the following Info:

Circuit ID: (Cir.WD-E)

Line Side coming from unit street light unit is on: (Street Name)

Side of street light unit is on: (N,S,E,or W)

Number of street lighting units from nearest crossing street: (1,2,3,4,5)

Direction from the nearest crossing street: (N,S,E,or W)

Name of the nearest crossing street: (Street Name)

Example of Tag Info:

Cir.WD-E,

Line Side from: W. Canal St. / N. / 1 / W. /of Potawatomi Cir.

Install conductors in continuous lengths without splices from termination to termination. The contractor may only splice at pull boxes that connect to light poles by using pre-approved insulated direct burial and submersible multi-port splice and tap connectors with wire range 2/0 - #14 AWG. At locations where no pull box or transformer bases exist, splice at the hand-holes in poles.

D Measurement

The department will measure Electrical Cable Type 4#4/1#8 XLP, and Electrical Cable 4#2/1#8 XLP 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.0090.323 Electrical Cable 3#4/1#8 XLPE USE-2 LF SPV.0090.324 Electrical Cable 4#2/1#8 XLPE USE-2 LF

Payment is full compensation for labor, furnishing and installing equipment and materials for removal of construction debris and site restoration.

85. 3-Inch HDPE Conduit, Item SPV.0090.325.

A Description

This special provision describes providing high density polyethylene HDPE conduit for lighting, and/or other electrical work.

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B Materials

Furnish electrical conduit and fittings with a UL or NRTL label on each piece installed.

High-Density Polyethylene HDPE Conduit

Furnish orange, smooth, high-density polyethylene (HDPE), solid-wall conduit rated for outdoor and underground use conforming to ASTM F2160. Use the size the plans show with a size-to-diameter ratio (SDR) of 11.

The construction and testing of the conduit must comply with applicable EIA/TIA, ANSI, and ASTM standards.

Furnish bends, adapters, couplings, fittings, and other materials used to install conduits. They are to meet duct manufacturer's installation recommendations.

Pull Tape

Provide pull tape for empty ducts in the run. The pull tape must have documentation as duct cutting resistant, tensile strength of greater than 1,500 pounds, nominal width of 5/16 inch, and marked every foot. Dry silk or equal.

Submit a certificate of compliance certifying that the conduit rigid nonmetallic as furnished conform to the above requirements. Send a copy of the certificate of the conduit rigid nonmetallic to:

City of Milwaukee
Infrastructure Services Division, Transportation Section
Street Lighting & City Underground Conduit
841 N. Broadway, Room 920
Milwaukee WI. 53202

C Construction

General

Use conduit of the nominal inside diameter the plans show. Make each run of conduit the distance the plans show or as the engineer directs. Install each run of conduit between adjacent access points using one size for its entire length. A run is the conduit from pull box to pull box, junction box to junction box, or pull box to junction box. If the engineer approves, the contractor may substitute a larger size of conduit than the contract shows for that run.

Install pull tape in each conduit run that will receive future conductors as the conduit is laid.

Cap or plug rigid nonmetallic conduit immediately after installation, unless the conduit terminates in a pull box, and keep capped or plugged until installing the wire or cable.

Install end bells on rigid nonmetallic conduit raceway access points before installing pull tape or cable. Ream non-metallic conduits to eliminate internal sharp edges before installing end bells.

Excavate trenches true to line and grade to provide the conduit uniform bearing throughout its length. Do not backfill the trench before inspecting the conduit. Carefully tamp the backfill in place as specified for placing backfill in layers in standard spec 651.3. Place at least 0.7 cubic feet of size No. 2 coarse aggregate directly under each drainage hole, conforming to standard spec 501.2.7.4.2.

Installing HDPE Conduit

Install conduit by directional boring, or trenching.

Do not exceed the minimum bending radius of the cable installed in the conduit. Do not pull cable over edges or corners, over or around obstructions, or through unnecessary curves or bends.

Use directional bore installations if the contract specifies.

Repairs are not allowed. Remove broken, chipped, cracked, or impaired lengths of fittings or conduit and replace with new materials. Do not install conduit above ground or on structures.

Marking and Inspecting

Mark the location of each conduit as the plans show.

After the conduit installation is complete, inspect each installed conduit before any wire is pulled. During this inspection, ensure that the conduit raceway is fully open for its entire length. Replace any conduit that the engineer determines is crushed, damaged, or unsatisfactory.

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If the engineer directs, expose the conduit at a randomly selected conduit arrow mark. If the distance from that conduit's centerline to a plumb line projected down from the tip of the arrow mark is more than six inches, expose all arrow marked conduits. Destroy arrow marks not meeting the six-inch limit and remark the conduit.

D Measurement

The department will measure 3-Inch HDPE Conduit by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.3253-Inch HDPE ConduitLF

Payment is full compensation for furnishing and installing the conduit, including any necessary connectors.

86. 2-Duct Conduit, Cement Encased 4-inch Rigid Nonmetallic Conduit DB-60, Item SPV.0090.402.

A Description

This special provision describes furnishing and installing cement encased multiple duct conduit packages below grade as shown on the plans and as hereinafter described.

B Materials

B.1 Conduit

Furnish and install DB-60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WISDOT field inspection upon delivery to a project.

PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

B.2 Conduit Spacers

Furnish and install nonmetallic interlocking base spacers and intermediate spacers that provide a 1-1/2" vertical and 1-1/2" horizontal separation between PVC pipes. The base spacers shall provide a 3" vertical separation from the trench bed to the bottom of the PVC pipes.

B.3 Conduit Bed

Furnish and install a minimum 2" conduit bed of stone chips or crushed stone screenings conforming to the following:

3/8 Inch Crushed Stone Chips

 Sieve Sizes
 % Passing by Weight

 ½"
 100

 3/8"
 90-100

 No. 8
 0-15

 No. 30
 0-3

Crushed Stone Screenings

Sieve Sizes % Passing by Weight ½" 100
No. 4 75-100
No. 100 10-25

B.4 Concrete

The type of concrete mix to be used to encase the ducts will be:

Type I Cement 280 lbs
Fly Ash 100 lbs
Sharp Torpedo Sand 3100 lbs

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Water	35	gals
Chryso Air 260 or approved equal	2.0	ozs
Chryso Plast 209 or approved equal	7.0	ozs
Air	5%	

Mix the materials to provide an approximate 3 inch slump

B.5 Slurry Backfill

Aggregate slurry backfill consists of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

Fly Ash (Class C) 75 lbs.

Concrete Sand (Damp) 1830 lbs.

No. 1 Concrete Aggregate 1830 lbs.

Mix the materials with water to inundate the aggregate sufficiently to provide an approximate 3 inch slump. Deposit the mix in the trench directly from a concrete transit mix truck.

B.6 Pull Rope

Pull rope specifications will be:

- Flat construction (7/16" to 5/8" wide)
- 100% woven aramid fiber (may include tracer wire)
- 1500 lbs. Minimum pull strength prelubricated
- sequential footage markings for location

For any questions on materials, contact Ms. Karen Rogney at (414) 286-3243.

C Construction

C.1 Excavation

The excavation shall have the minimum or maximum dimensions shown on the plans and as follows:

Number of	Minimum	Maximum
Ducts Wide	(Inches)	(Inches)
1	8 1/2	11
2	14 5/8	17 1/8
3	20 3/4	23 1/4.
4	26 7/8	29 3/8
5	33	35 1/2
6	39 1/8	41 5/8
7	45 1/4	47 3/4
8	51 3/8	53 7/8

These minimum and maximum trench widths apply to standard 4-inch PVC electrical duct only. When required, the excavation may be widened for the handling and placing of materials.

Sheath and brace open-cut trenches as required by code and as necessary to maintain safety. The cost of furnishing, placing and removing of sheathing and bracing shall be included in the unit bid for the work.

The dimensions of the excavation will be governed by the number, configuration and the grade (cover) to which the conduit is to be installed as shown on the plan. The walls of the excavation shall be clean and true.

Prior to excavating trenches, expose the existing manhole and conduit lines. The object of this is to permit adjustments in line and grade to avoid special construction methods. Protect the exposed manhole and conduit from damage.

Lay the conduit at a depth so that sufficient protection from damage is provided. Allowable covers shall be as follows:

The standard cover for mainline conduit is 39 inches and the minimum cover acceptable is 28 inches.

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Maintain the standard cover wherever possible and any deviation less than the minimum cover requires the approval of the engineer.

Grade the trench to have a minimum pitch of three inches per 100 feet. When an obstruction is encountered in the trench and it is necessary to excavate a deeper trench than would otherwise be required, in order to obtain drainage, refer the matter to the engineer to determine whether the extra excavation should be made.

In grading a trench for mainline conduit, there are three general practices for direction of pitch.

- (a) When grading a trench in a street with a level grade, the high point of the trench bottom should ordinarily be centered between manholes and pitched downward equally toward each manhole.
- (b) Where the street slopes in one direction, locate the high point of the trench bottom approximately 30 feet from the end wall of the higher manhole and grade toward both manholes.
- (c) Where a steep grade is encountered, grade the trench at the minimum pitch from the end wall of the higher manhole to a point 20 feet plus or minus toward the lower manhole. From this point, follow the street grade at the standard cover to a point 20 feet plus or minimum away from the end wall of the lower manhole. From this point, the remainder of the section shall be laid at the normal pitch.

After the rough excavation is completed, prepare the bottom of the trench to receive the conduit. Bring the duct bed to the final grade by grading uniformly from the high point to the low or drainage points. Use stone chips or crushed stone screenings to grade the trench. The duct bed shall be a minimum of 2" in depth.

C.2 Placing of Duct

Proceed with placing the ducts as soon as the duct bed has been completed. Inspect all ducts before placing to see that the bores are clean and free from mud, sand, etc. Use only ducts with a smooth bore, free from burrs, rough projections etc. Smooth off burrs or other rough areas likely to damage cable are found in the duct by rasping or scraping.

Place the duct on base spacers with the ends staggered so no two couplings are adjacent. This may be accomplished by the use of the short lengths in stock or cutting back full length sections to the desired lengths. If cut pieces are used, place the cut end at the manhole. Locate the base spacers within 2 feet of the end of each duct and one base spacer located in the middle of the duct.

Use full length pieces for the balance of the conduit line.

Formations of two ducts or more in height are to be carried forward in full formation, that is, as each tier of 20 foot lengths is laid, the next higher tier of ducts shall then be placed on the intermediate spacers. Place these intermediate spacers on top of the base spacers located within two feet from each duct end and one in the middle of each duct. Place the intermediate spacers and ducts for the remaining tiers. Glue each length into the adjoining coupling. A twist and push on the duct being placed will suffice for a water tight joint. Exercise caution in the driving operation, so that neither the coupling nor the duct will be split or damaged in any way. After the full formation has been completed, place wood trench and duct bracing on the ducts to prevent shifting or floating while the concrete envelope is being placed and during driving operation.

This procedure shall be followed with succeeding lengths, providing spacers at the proper intervals, until sufficient trench footage of completed formation has been placed and is ready to receive concrete encasement.

The terminating point for mainline conduit will be the inside manhole wall. Install a standard end bell fitting flush with the wall on all duct access points.

Install a #10 copper tracer wire along and above the centerline of the duct for encasement in the concrete. The wire shall be 4 feet longer than the run of conduit and be at least 2 feet long at each access point.

Install a pull rope in each run of conduit, as laid. The rope shall be 4 feet longer than the run of conduit and shall be doubled back at least 2 feet at each raceway access point. Anchor the pull rope at each access point in a manner acceptable to the engineer.

C.3 Concreting

Begin concreting after sufficient conduit has been laid and the trench and duct have been inspected. The minimum concrete encasement of the ducts is 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom. After placing, puddle the concrete with a splicing bar or similar tool so that complete duct

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encasement is accomplished. Remove wood braces used to keep the conduit from floating before the concrete sets completely and the resultant encasement voids filled with concrete.

Allow the concrete encasement to set for a minimum of 6 hours before backfilling is commenced.

C.4 Slurry Backfill

Commence backfilling of the conduit immediately after the duct has been inspected, approved and has set to withstand the load.

An aggregate slurry as specified shall be used to backfill the concrete encased conduit. The trench shall be backfilled to the proposed or existing subgrade. The mix shall be deposited in the trench directly from a concrete transit mix truck.

D Measurement

The department will measure 2-Duct Cement Encased 4-Inch Rigid Non-Metallic Conduit DB-60 by the linear foot, acceptably installed. The measured quantity will equal the linear feet of encased duct, based on the distance along the centerline of duct between ends of conduit. City of Milwaukee shall have final acceptance 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.0090.402

2-Duct Conduit Cement Encased 4-Inch Rigid Nonmetallic Conduit DB-60

LF

Payment is full compensation for furnishing the conduit, conduit bodies, conduit fittings, conduit spacers, end caps and trace wire; for excavating, bedding, encasement and backfilling including any concrete, stone, aggregate slurry, bracing, or other related materials; for disposing of surplus materials; and for making inspections, for installing the conduit.

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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.
	<u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>9</u> (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).

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

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>3</u> (number) TrANS Apprentice(s) be utilized on this contract.

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

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

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

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

Description

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

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

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

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

1. Definitions

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

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

2. WisDOT DBE Program Compliance

a. Documentation Submittal

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

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

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

b. Verification of DBE Commitment

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

(1) DBE Goal Met

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

(2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

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

a. Solicitation Guidance for Prime Contractors:

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

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

b. Guidance for Evaluating DBE quotes

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

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

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

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

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

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

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

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

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

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

6. Counting DBE Participation

Assessing DBE Work

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

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

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

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

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

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

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

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

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

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

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

a. Issuing a Contract Change Order

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

b. Contractor Considerations

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

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

c. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

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

d. Evaluation and Response to the Request

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

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

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

e. DBE Utilization beyond the approved DBE Commitment

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

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

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

Special note on trucking

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

10. Commercially Useful Function

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

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

11. Credit Evaluation for DBE Primes

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

12. Joint Venture

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

13. Mentor-Protégé

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

14. Use of Joint Checks

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

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

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

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

15. Payment

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

Appendix A Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

Appendix B

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

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

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

When are quotes due?

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

Why partner with [Prime Contractor]?

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

Please check all that apply:

Signs/Posts/Markers

Survey/Staking

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

Please take our name off your monthly DBE contact list

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

Sample Contractor Solicitation Letter Page 2

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

REQUEST FOR QUOTE

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

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

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

X

X

Sample Contractor Solicitation Email - Simplified

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

ATTENTION DBEs

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

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

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

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

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

Prime Contractor Project Manager

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

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

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

ATTENTION WISDOT SUBCONTRACTORS

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

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

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

- All WisDOT Subcontractors to **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 guestions 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: 414-555-555 Cell: 414-555-556

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Appendix C Small Business Network (SBN) Overview

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

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

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

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

Appendix D

Good Faith Effort Evaluation Measures by categories referenced in DBE regulations

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

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

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

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (points added for each day prior to letting)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements.
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GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project. Such as: Updated solicitation letter and email, timely solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email,		
Selected Work Items	publication, posting and/or website) All work items are broken out into economically feasible		
Documentation	units to facilitate DBE participation.		
	Such as: Selected work items are <u>specific</u> to each proposal and clearly identified in all solicitation(s)		
Documentation of Project Information provided to Interested DBEs	Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.		
	Such as: Project information is clearly identified in all solicitation(s)		
Documentation of Negotiation with Interested DBEs	Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.		
	Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation		
Documentation of Sound Reason for Rejecting DBEs	Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.		
	Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	Documented assistance in both solicitation(s) and outreach to DBEs.		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.		
	Such as: Variety of activities that translate into meaningful DBE participation		
Documentation of other GFE activities	Such as: Used DT1202 Excel Workbook, Diversity & Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation		
Overall Demonstration of GFE	F		
		1	

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

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

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

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

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

GFE EVALUATION - PHASE 2 - Team Review

GFE Team completes:

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

Rating Scale:

GFE Approval:

Bona Fide = 6 or more categories color coded green.

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

GFE Approval:

Sufficient = 5 or more categories color coded green or yellow

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

GFE Denial:

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

Green = Exceeds expectations

Yellow = Meets expectations

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

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

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

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

Appendix E Good Faith Effort Best Practices

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

Primes

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

DBE

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

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

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

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

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

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

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

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

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

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

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

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

COMMITMENT TO SU						Departmen		sportation
DT1506 12/2021 s.84.06(2)			W-5	Project ID: Proposal#				
Prime Contractor: County:				Letting Date:				
This contract requires that a spec	ified percentage	of the work be subcontra	acted to a	Total \$ Value of				
disadvantaged business enterpris described in ASP-3. The submitte	se and that this i	nformation be submitted h the bid proposal consti	as utes vour	Prime Contract: DBE Contract Go	\$	%		
DBE commitment. Include Attach	ment A for DBE	s included on commitmer	t.	DBE Goal Achiev	-	0.00%		
This form must be completed	and returne	d for this proposal.			1			
1. DBE Firm	2. Work or Ite	ms to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE F Subconti		6. DBE a	
				O# L#				
				O# L#				
				O# L#				
				O# L#				
				0#				
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Government L Approved Ar	nounts							
A = \$ V = \$	% %		3	Deima Daueraset	Aire Circ	otum- O 7		
V - 5 Total = \$	%			Prime Representa	uve Sign	ature & L	Jate	
Signature:								
Date: Good faith effort approved:	Yes 🗌 N	lo 🗆		DBE Office Signat	ure & Da	te Appro	ved	

1

COMMITMENT TO SUBCONTRACT TO DBE ATTACHMENT A

CONFIRMATION OF PARTICIPATION

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



DOCUMENTATION:OF:GOOD:FAITH:EFFORT:

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

+

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

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

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

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

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

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

1.→ Solicitation Documentation:

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

2.→ Selected·Work·Items·Documentation:

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

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

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

4.→ Documentation of Negotiation with Interested DBEs:

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

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

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

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

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

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

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

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

l-certify-that-I-have-utilized-comprehensive-good-faith-efforts-to-solicit-and-utilize-DBE-firms-to-meet-the-DBE-participation-requirements-outlis-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-ma							
involve debarment and/or prosecution under applicable state (Tra	ns·504)·and·Federal·laws.						
	(Bidder/Authorized Representative Signature)						
	00000						
	(Print-Name)						
	2000						
}	(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	Firm Contact-Person		Contact·Mode
Payament Madrine	ABC-Marking	Leslie·Lynch	4/1/2020	Email; phone
Pavement-Marking	#1-Marking-Co.	Mark-Smart	4/1/2020	Email;·left·VM
Flactrical	Winterland·Electric	Tabitha-Tinker	4/3/2020	Email,·left·VM
Electrical	Superstar-Wiring	Jose-Huascar	4/3/2020	Email; phone

INFORMATION-PROVIDED-LOG

Request- Date	DBE-Firm	Information·Requested·&·Provided	Response- Date
4/1/2020		Requested-info-on-electrical-requirements;-provided- plan-and-link-to-specs	4/3/2020
4/21/2020	Absolute-Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS:LOG

Date	DBE-Firm	Contact-Name	Work-Type	Quotes- Rec'd?	Considere d-for- project?	If-not-selected, why?
4/12/2020	ABC-Landscape	John-Dean	Erosion-Control	Yes	No	Cannot-perform-all-items
4/17/2020	Wild-Ferns	Sandy-Lynn	Erosion-Control	Yes	Yes	
4/20/2020	#1·Marking	Mark-Smart	Electrical	Yes	Yes	

ASSISTANCE-LOG

Date	DBE-Firm	Contact-Person	Assistance-Provided
4/1/2020	ABC-Sawing	Jackie-Swiggle	Informed·DBE·on·how·to·obtain·bonding
4/17/2020	Supreme-Construction	Winston-Walters Provided-contact-for-wholesale-su 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:

108 Prosecution and Progress

Add subsection 108.9.4.1 effective with the November 2023 letting:

108.9.4.1 Winter Suspension for Completion Date Contracts

- (1) The contractor may request a winter suspension for a completion date contract. If the department determines weather conditions do not allow for the completion of the remaining work, the department may approve the contractor's request and determine the start date of the winter suspension. The end date of the winter suspension is March 31 or a date mutually agreed upon by both parties. For multi-year contracts, the department will only consider winter suspension for the final year of the contract.
- (2) During winter suspension, store all materials in a manner that does not obstruct vehicular and pedestrian traffic and protect the materials from damage. Install traffic control and other safety devices necessary to protect the traveling public and pedestrians. Provide suitable drainage and install temporary erosion control where necessary. If the winter suspension begins when liquidated damages are being assessed, or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the cost of necessary pre-suspension work is incidental. If the winter suspension begins prior to the contract completion date, and the work has progressed as scheduled and would have been completed prior to the completion date, the cost of pre-suspension work will be paid as specified under 109.4.
- (3) For a winter suspension that begins prior to the contract completion date and the work has progressed as scheduled and would have been completed prior to the completion date, the engineer will extend contract time to correspond with the end of the winter suspension and liquidated damages will not be assessed during the winter suspension.
- (4) For a winter suspension that begins when liquidated damages are being assessed or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the engineer will not extend contract time. Time will be suspended until the end of the winter suspension. Liquidated damages will not be assessed during the winter suspension and liquidated damages will resume at the end of the winter suspension.

310 Open Graded Base

310.2 Materials

Replace paragraph two with the following effective with the November 2023 letting:

(2) The contractor may substitute material conforming to the gradation requirements for crushed aggregate specified in Table 310-01 if that material conforms to the fracture requirements for open-graded crushed gravel specified in 301.2.4.5.

TABLE 310-01 COARSE AGGREGATE (% passing by weight)

AASHTO No. 67^[1]

COARSE AGGREGATE (% PASSING by WEIGHT) **SEIVE** AASHTO No. 67 2-inch 1 1/2-inch _ 1-inch 100 90 - 1003/4-inch 1/2-inch 3/8-inch 20 - 55No. 4 0 - 10No. 8 0 - 5No. 16 No. 30

No. 50	-
No. 100	-
No. 200	<=1.5

[1] Size according to AASHTO M43.

390 Base Patching

390.4 Measurement

Replace entire section with the following effective with the November 2023 letting:

- (1) The department will measure Removing Pavement for Base Patching by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.
- (2) The department will measure Base Patching Asphaltic by the ton acceptably completed as specified for asphaltic pavement in 450.4.
- (3) The department will measure Base Patching Concrete HES and Base Patching Concrete SHES by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.

390.5 Payment

Replace entire section with the following effective with the November 2023 letting:

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

ITEM NUMBER	<u>DESCRIPTION</u>	<u>UNIT</u>
390.0100	Removing Pavement for Base Patching	CY
390.0201	Base Patching Asphaltic	TON
390.0305	Base Patching Concrete HES	CY
390.0405	Base Patching Concrete SHES	CY

- (2) Payment for Removing Pavement for Base Patching is full compensation for removing old pavement; for preparing the foundation and bringing up to grade. If the engineer orders the contractor to excavate yielding or unstable subgrade materials and backfill with suitable materials, the department will pay for that work with contract bid items or as agreed upon using 109.4.
- (3) Payment for Base Patching Asphaltic is full compensation for providing and compacting asphaltic mixture including asphaltic binder.
- (4) Payment for Base Patching Concrete HES and Base Patching Concrete SHES is full compensation for providing, curing, and protecting concrete. Payment also includes providing tie bars and dowel bars in unhardened concrete and steel within the patch. For tie bars and dowel bars provided in concrete not placed under the contract, the department will pay separately under the Drilled Tie Bars and Drilled Dowel Bars bid items as specified in 416.5.
- (5) Payment for Base Patching SHES also includes providing test data to the engineer as specified in 416.2.4.
- (6) The department will pay for sawing existing concrete pavement for removal under the Sawing Concrete bid item as specified in 690.5.

460 Hot Mix Asphalt Pavement

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph four with the following effective with the November 2023 letting:

(4) Use the test methods identified below, or other methods the engineer approves, to perform the following tests at the frequency indicated:

Blended aggregate gradations:

Drum plants:

- Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.
- Belt samples, optional for virgin mixtures, obtained from stopped belt or from the belt discharge using an engineer-approved sampling device and performed according to WTM T11 and T27.

Batch plants:

 Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.

Asphalt content (AC) in percent:

Determine AC using one of the following methods:

- AC by ignition oven according to WTM T308.
- AC by chemical extraction according to AASHTO T-164 method A or B.
- AC by automated extraction according to WTM D8159.
- If the department is using an ignition oven to determine AC, conform to WTP H003.
- If the department is not using an ignition oven to determine AC, ignition oven correction factor (IOCF) must still be reverified for any of the reasons listed in WTP H003 Table 2 and conform to WTP H-003 sections 3 through 6.
- Gradation of resulting aggregate sample determined according to WTM T30.

Bulk specific gravity of the compacted mixture:

According to WTM T166.

Theoretical maximum specific gravity:

According to WTM T209.

Air voids (Va) by calculation according to WTM T269.

VMA by calculation according to WTM R35.

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the November 2023 letting:

(3) The department will perform testing conforming to the following standards:

Bulk specific gravity (G_{mb}) of the compacted mixture according to WTM T166.

Maximum specific gravity (Gmm) according to WTM T209.

Air voids (Va) by calculation according to WTM T269.

VMA by calculation according to WTM R35.

Asphalt content by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B, or automated extraction according to WTM D8159. If using an ignition oven to determine AC, conform to WTP H-003.

503 Prestressed Concrete Members

503.2.2 Concrete

Replace paragraph five with the following effective with the November 2023 letting:

(5) Furnish prestressed concrete members cast from air-entrained concrete, except I-type girders may use non-air-entrained concrete. Use type I, IL, IS, IP, IT, II, or III cement. The contractor may replace up to 30 percent of type I, IL, II, or III cement with an equal weight of fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.4.2.2 and slag conforms to 501.2.4.2.3. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.5.2 for air-entrained concrete. Use only coarse aggregate conforming to 310.2(2).

604 Slope Paving

604.2 Materials

Replace paragraph three with the following effective with the November 2023 letting:

(3) Under the Slope Paving Crushed Aggregate bid item, furnish crushed stone or crushed gravel conforming to the gradation in Table 604-01, but with the additional requirements that at least 75 percent of the particles, by count, have at least one fractured face. Determine fracture according to WTM D5821.

TABLE 604-01 COARSE AGGREGATE (% passing by weight)

AASHTO No. 4^[1]

SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 4
2-inch	100
1 1/2-inch	90 - 100
1-inch	20 - 55
3/4-inch	0 - 15
1/2-inch	-
3/8-inch	0 - 5
No. 4	-
No. 8	-
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	<=1.5

^[1] Size according to AASHTO M43.

612 Underdrains

612.3.9 Trench Underdrains

Replace paragraph one with the following effective with the November 2023 letting:

(1) Under the Underdrain Trench bid item, excavate and backfill underdrain trenches. Backfill with coarse aggregate gradation conforming to 604.2(3). Before backfilling place geotextile as the plans show.

614 Semi-rigid Barrier Systems and End Treatments

614.2.6 Sand Barrel Arrays

Replace paragraph one with the following effective with the November 2023 letting:

(1) Furnish sand barrels from the APL. Use fine aggregate conforming to gradation shown in Table 614-2 mixed with sodium chloride conforming to AASHTO M143. Apply an object marker to front-most barrel in the array.

TABLE 614-2 FINE AGGREGATE GRADATION

SEIVE	FINE AGGREGATE (% PASSING by WEIGHT)
3/8-inch	100
No. 4	90 - 100
No. 8	-
No. 16	45 - 85
No. 30	-
No. 50	5 - 30
No. 100	0 - 10
No. 200	<=3.5

628 Erosion Control

628.2.13 Rock Bags

Replace paragraph two with the following effective with the November 2023 letting:

(2) Fill the bags with a clean, sound, hard, durable, engineer-approved coarse aggregate conforming by visual inspection to the gradation specified for coarse aggregate gradation in 604.2(3).

639 Drilling Wells

639.2.1 General

Replace paragraph two with the following effective with the November 2023 letting:

(2) For grout use fine aggregate conforming to 501.2.7.2; and gradation conforming to 614.2.6(1); and type I, IL, IS, IP, or IT cement.

652 Electrical Conduit

652.3.1.2 Installing Underground

Replace paragraph two with the following effective with the November 2023 letting:

(2) Excavate trenches true to line and grade to provide the conduit uniform bearing throughout its length. Do not backfill the trench before inspecting the conduit. Carefully tamp the backfill in place as specified for placing backfill in layers in 651.3. Place at least 0.7 cubic feet of coarse aggregate gradation conforming to 604.2(3) directly under each drainage hole.

ERRATA

390.3.4 Special High Early Strength Concrete Patching

Correct errata link in paragraph (1) by changing from 416.3.8 to 416.3.7.

- (1) Construct as specified for special high early strength repairs under 416.3.7 except as follows:
 - The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.
 - Open to traffic as specified for concrete base in 320.3.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
 - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 - 5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
 - 6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 - 7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.
- B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) 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. 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
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
 - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <code>DBAconformance@dol.gov</code>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- f. *Interest*. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor. take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
 - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
 - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action

4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8.** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of $\underline{40}$ $\underline{\text{U.S.C. }3144(b)}$ or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, $\underline{18}$ U.S.C. 1001.
- **11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
 "First Tier Covered Transactions" refers to any covered
 transaction between a recipient or subrecipient of Federal
 funds and a participant (such as the prime or general contract).
 "Lower Tier Covered Transactions" refers to any covered
 transaction under a First Tier Covered Transaction (such as
 subcontracts). "First Tier Participant" refers to the participant
 who has entered into a covered transaction with a recipient or
 subrecipient of Federal funds (such as the prime or general
 contractor). "Lower Tier Participant" refers any participant who
 has entered into a covered transaction with a First Tier
 Participant or other Lower Tier Participants (such as
 subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800: and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief. that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- **6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English
 Proficiency, and resulting agency guidance, national origin discrimination includes discrimination
 because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take
 reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed.
 Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

County	<u>%</u>	County	<u>%</u>	County	%
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BUY AMERICA PROVISION

Buy America (as documented in 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
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few
 minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf

https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20230010 09/08/2023

Superseded General Decision Number: WI20220010

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 |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

|If the contract was awarded on|. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$12.15 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 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

1	01/13/2023
2	01/20/2023
3	03/31/2023
4	04/07/2023
5	05/26/2023
6	06/02/2023
7	06/16/2023
8	06/23/2023
9	07/07/2023
10	07/14/2023
11	07/28/2023
12	08/18/2023
13	09/01/2023
14	09/08/2023

BRWI0001-002 06/01/2022

BRWI0006-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	•	25.13
BRWI0002-002 06/01/2022		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIES	
	Rates	Fringes
BRICKLAYER	•	23.91
BRWI0002-005 06/01/2022		

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			
.\$ 38.81	23.94			
MARINETTE,	AND OCONTO COUNTIES			
Rates	Fringes			
.\$ 37.03	24.95			
KENOSHA, RACINE, AND WALWORTH COUNTIES				
Rates	Fringes			
	26.01			
	.\$ 38.81 MARINETTE, Rates .\$ 37.03 UNTIES			

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Patos	Eningos	
DDTGW AVED	Rates	-	
BRICKLAYER	.\$ 38.26 	24.83	
BRWI0007-002 06/01/2022			
GREEN, LAFAYETTE, AND ROCK COUNT	IES		
	Rates	Fringes	
BRICKLAYER		25.52	
BRWI0008-002 06/01/2022			
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA COU	NTIES	
	Rates	Fringes	
BRICKLAYER	.\$ 44.08	24.42	
BRWI0011-002 06/01/2022			
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN C	OUNTIES	
	Rates	Fringes	
BRICKLAYER	.\$ 38.00	25.09	
BRWI0019-002 06/01/2022			
BARRON, BUFFALO, BURNETT, CHIPPEN PIERCE, POLK, RUSK, ST. CROIX, SA			
	Dates	Eningos	
	Rates	Fringes	
BRICKLAYER BRWI0034-002 06/01/2022	.\$ 37.36 	25.73	
COLUMBIA AND SAUK COUNTIES			
	Rates	Fringes	
BRICKLAYER	.\$ 39.56	25.22	
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		27.05	
CARP0264-003 06/01/2016			
KENOSHA, MTI WALIKEE, OZALIKEE, RAC	INF. WALKESHA A	ND WASHINGTON	

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Data	Futura
	Rates	Fringes
CARPENTER		22.11
CARP0310-002 06/05/2022		
Ashland, Bayfield, Forest, Iron, Oneida, Shawano, Taylor and Vila		oln, Marathon,
	Rates	Fringes
CARPENTERPiledriver	.\$ 37.37	26.12 25.96
CARP0314-001 06/05/2022		
Columbia, Dane, Dodge, Grant, Gr Lafayette, Richland, Rock, Sauk		erson,
	Rates	Fringes
CARPENTERPiledriver		26.12 25.96
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND DO	UGLAS COUNTIES	
	Rates	Fringes
CARPENTER	•	20.43
CARP0731-002 06/05/2022		
Calumet (Eastern portion of the and Sheboygan	County), Fond D	u Lac, Manitowoc
	Rates	Fringes
CARPENTERPiledriver		26.12 25.96
CARP0804-001 06/05/2022		
Adams, Juneau, Portage and Wood		
	Rates	Fringes
CARPENTER		26.12 25.96
CARP0955-002 06/01/2022		
Calumet (western portion of Coun Marquette, Outagamie and Winneba		c, Green Lake,
	Rates	Fringes
CARPENTER	.\$ 36.80	26.12

PILEDRIVER		25.96
CARP1056-002 06/05/2022		
	Rates	Fringes
MILLWRIGHT	\$ 38.00	26.78
CARP1074-002 06/01/2022		
Barron, Burnett, Chippewa, Clar Pierce, Polk, Rusk, Sawyer, St.		
	Rates	Fringes
CARPENTER PILEDRIVER	\$ 37.37	26.12 25.96
CARP1143-002 06/01/2022		
BUFFALO, CRAWFORD, JACKSON, LA VERNON COUNTIES	CROSSE, MON	ROE, TREMPEALEAU AND
	Rates	Fringes
CARPENTERPILEDRIVER	\$ 37.37	25.96
CARP1146-002 06/01/2022		
Brown, Door, Florence, Kewaunee Shawano	e, Marinette	, Menominee and
	Rates	Fringes
CARPENTERPILEDRIVER	\$ 37.37	26.12 25.96
CARP2337-001 06/01/2016		
ZONE A: MILWAUKEE, OZAUKEE, WAU	IKESHA AND W	ASHINGTON
ZONE B: KENOSHA & RACINE		
	Rates	Fringes
PILEDRIVERMAN Zone A Zone B	· · · · · · ·	22.69 22.69

ELEC0014-002 12/25/2022

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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 29.63
3%+16.18

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).

KENOSHA COUNTY

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 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:

^{*} ELEC0127-002 06/01/2023

Electrical contracts over \$180,000 Electrical contracts under		21.80		
\$180,000	.\$ 31.75 	21.73		
ELEC0242-005 05/30/2021				
DOUGLAS COUNTY				
	Rates	Fringes		
Electricians:		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:				
ELEC0430-002 06/01/2023				
RACINE COUNTY (Except Burlington	Township)			
	Rates	Fringes		
Electricians:		25.02		
ELEC0494-005 06/01/2022				
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA COL	JNTIES		
	Rates	Fringes		
Electricians:	·			
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:				
ELEC0494-013 05/29/2022				
DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES				
	Rates	Fringes		
Sound & Communications				

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2022

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:	\$ 37.41 2	9.50%+10.00
ELEC0890-003 06/01/2022		
DODGE (Emmet Township only), GREE RACINE (Burlington Township), ROC		

Rates Fringes

Electricians:.....\$ 40.70 25.95%+11.26

ELEC0953-001 06/02/2019

Ra	ites F	ringes
Line Construction: (1) Lineman\$ 4	17.53	21.43
 (2) Heavy Equipment Operator\$ 4 (3) Equipment Operator\$ 3 (4) Heavy Groundman Driver\$ 3 (5) Light Groundman Driver\$ 3 (6) Groundsman\$ 2 	88.02 83.27 80.89	19.80 18.40 16.88 16.11 14.60

ENGI0139-005 06/01/2023

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 43.77	27.40
Group 2	\$ 43.27	27.40

Group	3\$	42.77	27.40
Group	4\$	42.51	27.40
Group	5\$	42.22	27.40
Group	6\$	36.32	27,40

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine

Tender, day light machine GROUP 6: Off-road material hauler with or without ejector. ______ IRON0008-002 06/01/2023 BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES: Rates Fringes IRONWORKER.....\$ 43.40 30.67 Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. IRON0008-003 06/01/2023 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes IRONWORKER.....\$ 41.73 30.67 Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. ______ IRON0383-001 06/01/2023 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.....\$ 41.00 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 TREMPEALEAU COUNTIES

	Rates	Fringes	
IRONWORKER	\$ 41.00	33.11	
TRONOF12 024 05 /01 /2022			

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
LABO0113-002 06/01/2023		

MILWAUKEE AND WAUKESHA COUNTIES

	F	Rates	Fringes
LABORER			
Group	1\$	33.56	23.86
Group	2\$	33.71	23.86
Group	3\$	33.91	23.86
Group	4\$	34.06	23.86
Group	5\$	34.21	23.86
Group	6\$	30.05	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2023

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group	1\$ 32.81	23.86
Group	2\$ 32.91	23.86
Group	3\$ 32.96	23.86
Group	4\$ 33.16	23.86
Group	5\$ 33.01	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	Rat	es Frir	ıges
LABORER			
Group	1\$ 32	.62	23.86
Group	2\$ 32	.77	23.86
Group	3\$ 32	.97	23.86
Group	4\$ 32	.94	23.86
Group	5\$ 33	.27	23.86
Group	6\$ 29	.76	23.86

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

		Rates	Fringes
LABORER			
Group	1\$	37.57	19.25
Group	2\$	37.67	19.25
Group	3\$	37.72	19.25
Group	4\$	37.92	19.25
Group	5\$	37.77	19.25
Group	6\$	34.20	19.25

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2023

DANE COUNTY

		Rates	Fringes
LABORER			
Group	1	\$ 37.85	19.25
Group	2	\$ 37.95	19.25
Group	3	\$ 38.00	19.25
Group	4	\$ 38.20	19.25
Group	5	\$ 38.05	19.25
Group	6	\$ 34.20	19.25

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	34.59	24.84
Spray,	Sandblast, Steel\$	35.19	24.84
Repaint:	:		
Brush,	Roller\$	33.09	24.84
Spray,	Sandblast, Steel\$	33.69	24.84

PAIN0108-002 06/01/2023

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller	.\$ 41.04	21.95
Spray & Sandblast	.\$ 42.04	21.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER	\$ 24.11	12.15
PAIN0259-004 05/01/2015		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

Rates Fringes

PAINTER	•	12.45
PAIN0781-002 06/01/2023		
JEFFERSON, MILWAUKEE, OZAUKEE, W	ASHINGTON,	AND WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	.\$ 39.09 .\$ 39.84	24.86 24.86 24.86
PAIN0802-002 06/01/2023		
COLUMBIA, DANE, DODGE, GRANT, GR ROCK, AND SAUK COUNTIES	REEN, IOWA,	LAFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	.\$ 35.00	20.62
PREMIUM PAY: Structural Steel, Spray, Bridghour.	ges = \$1.	00 additional per
PAIN0802-003 06/01/2023		
ADAMS, BROWN, CALUMET, CLARK, DOLLAKE, IRON, JUNEAU, KEWAUNEE, LAMARATHON, MARINETTE, MARQUETTE, OUTAGAMIE, PORTAGE, PRICE, SHAWAWAUSHARA, WAUPACA, WINNEBAGO, AN	ANGLADE, LI MENOMINEE, ANO, SHEBO	NCOLN, MANITOWOC, OCONTO, ONEIDA, YGAN, TAYLOR, VILAS,
	Rates	Fringes
PAINTER	•	20.62
PAIN0934-001 06/01/2022		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	.\$ 37.70 .\$ 36.85	24.69 24.69 24.69
PAIN1011-002 06/06/2021		
FLORENCE COUNTY		
	Rates	Fringes
Painters:	•	14.38
PLAS0599-002 06/01/2023		
	Do#	Eninc:-

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area	A\$	45.17	27.27
Area	B\$	39.97	25.02
Area	C\$	40.40	25.25
Area	D\$	41.16	24.49
Area	E\$	40.50	25.14
Area	F\$	36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2023

	Rates Fringes	
TRUCK DRIVER 1 & 2 Axles	.\$ 35.57	26.09
<pre>3 or more Axles; Euclids, Dumptor & Articulated,</pre>		
Truck Mechanic	.\$ 35.72	26.09

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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.

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:

U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL 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, <u>per se</u>, 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

Page 1 of 14

Federal ID(s): WISC 2024005

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	201.0120 Clearing	57.000 ID		
0004	201.0220 Grubbing	155.000 ID	·	<u> </u>
0006	204.0100 Removing Concrete Pavement	460.000 SY		<u> </u>
8000	204.0115 Removing Asphaltic Surface Butt Joints	180.000 SY		
0010	204.0120 Removing Asphaltic Surface Milling	26,760.000 SY		
0012	204.0150 Removing Curb & Gutter	3,650.000 LF		
0014	204.0155 Removing Concrete Sidewalk	2,396.000 SY		
0016	204.0195 Removing Concrete Bases	18.000 EACH		<u></u>
0018	204.0215 Removing Catch Basins	18.000 EACH		
0020	204.0255 Abandoning Catch Basins	24.000 EACH		
0022	204.0270 Abandoning Culvert Pipes	24.000 EACH		
0024	205.0100 Excavation Common	636.000 CY		
0026	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	81.850 TON		·
0028	211.0101 Prepare Foundation for Asphaltic Paving (project) 001. 2275-05-70	1.000 EACH		·
0030	213.0100 Finishing Roadway (project) 001. 2275- 05-70	1.000 EACH	<u>.</u>	







Proposal Schedule of Items

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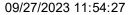
Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	305.0120 Base Aggregate Dense 1 1/4-Inch	600.000 TON		
0034	320.0145 Concrete Base 8-Inch	60.000 SY		·
0036	320.0155 Concrete Base 9-Inch	210.000 SY		
0038	390.0100 Removing Pavement for Base Patching	2,445.000 CY	·	
0040	390.0305 Base Patching Concrete HES	2,445.000 CY	·	·
0042	415.0090 Concrete Pavement 9-Inch	20.000 SY		·
0044	416.0610 Drilled Tie Bars	1,530.000 EACH	·	<u> </u>
0046	416.0620 Drilled Dowel Bars	3,520.000 EACH		·
0048	455.0605 Tack Coat	3,211.000 GAL		·
0050	460.2000 Incentive Density HMA Pavement	3,910.000 DOL	1.00000	3,910.00
0052	460.6223 HMA Pavement 3 MT 58-28 S	3,431.000 TON		
0054	460.6224 HMA Pavement 4 MT 58-28 S	2,669.000 TON	·	·
0056	601.0322 Concrete Curb & Gutter 22-Inch	410.000 LF	·	<u> </u>
0058	601.0331 Concrete Curb & Gutter 31-Inch	3,152.000 LF		
0060	601.0600 Concrete Curb Pedestrian	240.000 LF	·	
0062	602.0410 Concrete Sidewalk 5-Inch	20,370.000 SF		







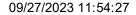
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	602.0515 Curb Ramp Detectable Warning Field Natural Patina	660.000 SF	·	·
0066	602.0815 Concrete Driveway 7-Inch	160.000 SY	·	<u> </u>
0068	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	1,154.000 LF	·	
0070	611.2004 Manholes 4-FT Diameter	2.000 EACH	·	
0072	611.3225 Inlets 2x2.5-FT	2.000 EACH		<u>-</u>
0074	611.8120.S Cover Plates Temporary	10.000 EACH		<u> </u>
0076	611.9705 Salvaged Manhole Covers	4.000 EACH		·
0078	611.9710 Salvaged Inlet Covers	17.000 EACH		<u></u> .
0800	619.1000 Mobilization	1.000 EACH		
0082	621.0100 Landmark Reference Monuments	2.000 EACH		<u> </u>
0084	624.0100 Water	5.000 MGAL		<u> </u>
0086	625.0100 Topsoil	600.000 SY	<u> </u>	<u> </u>
0088	628.7005 Inlet Protection Type A	55.000 EACH		
0090	628.7015 Inlet Protection Type C	95.000 EACH		
0092	628.7020 Inlet Protection Type D	8.000 EACH		







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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	631.0300 Sod Water	13.300 MGAL		
0096	631.1000 Sod Lawn	600.000 SY		<u> </u>
0098	632.0101 Trees (species, root, size) 001. Apollo Maple (3.5-Inch Cal.)	7.000 EACH	·	
0100	632.0101 Trees (species, root, size) 002. Regal Pin Oak (3-Inch Cal.)	7.000 EACH	<u></u>	
0102	632.9101 Landscape Planting Surveillance and Care Cycles	1.000 EACH		·
0104	637.2220 Signs Type II Reflective SH	469.500 SF	<u> </u>	·
0106	637.2230 Signs Type II Reflective F	60.900 SF	<u> </u>	<u> </u>
0108	638.2102 Moving Signs Type II	3.000 EACH	<u> </u>	·
0110	638.2602 Removing Signs Type II	99.000 EACH	<u> </u>	<u> </u>
0112	638.3000 Removing Small Sign Supports	14.000 EACH		
0114	642.5201 Field Office Type C	1.000 EACH	·	<u> </u>
0116	643.0300 Traffic Control Drums	33,594.000 DAY	·	·
0118	643.0410 Traffic Control Barricades Type II	10,692.000 DAY		
0120	643.0420 Traffic Control Barricades Type III	15,642.000 DAY		<u></u>
0122	643.0500 Traffic Control Flexible Tubular Marker Posts	42.000 EACH		·







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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	643.0600 Traffic Control Flexible Tubular Marker Bases	84.000 EACH	·	
0126	643.0705 Traffic Control Warning Lights Type A	31,284.000 DAY	<u> </u>	<u> </u>
0128	643.0715 Traffic Control Warning Lights Type C	33,594.000 DAY		
0130	643.0900 Traffic Control Signs	16,170.000 DAY	·	
0132	643.0920 Traffic Control Covering Signs Type II	12.000 EACH		
0134	643.1050 Traffic Control Signs PCMS	14.000 DAY		
0136	643.3250 Temporary Marking Line Removable Tape 8-Inch	900.000 LF	·	·
0138	643.5000 Traffic Control	1.000 EACH	·	<u> </u>
0140	644.1410 Temporary Pedestrian Surface Asphalt	1,760.000 SF		
0142	644.1430 Temporary Pedestrian Surface Plate	1,760.000 SF	·	
0144	644.1440 Temporary Pedestrian Surface Matting	1,760.000 SF		·
0146	644.1601 Temporary Pedestrian Curb Ramp	2,100.000 DAY		
0148	644.1605 Temporary Pedestrian Detectable Warning Field	350.000 SF	·	·_
0150	644.1810 Temporary Pedestrian Barricade	700.000 LF	·	·
0152	646.1020 Marking Line Epoxy 4-Inch	5,690.000 LF		







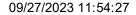
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	646.2020 Marking Line Epoxy 6-Inch	8,983.000 LF		
0156	646.5020 Marking Arrow Epoxy	18.000 EACH	·	·
0158	646.5220 Marking Symbol Epoxy	18.000 EACH	·	·
0160	650.4000 Construction Staking Storm Sewer	44.000 EACH	·	·
0162	650.5500 Construction Staking Curb Gutter and Curb & Gutter	3,120.000 LF	·	
0164	650.8501 Construction Staking Electrical Installations (project) 001. 2275-05-70	1.000 EACH		·
0166	650.9000 Construction Staking Curb Ramps	34.000 EACH		·
0168	650.9500 Construction Staking Sidewalk (project) 001. 2275-05-70	1.000 EACH	·	·
0170	650.9911 Construction Staking Supplemental Control (project) 001. 2275-05-70	1.000 EACH	·	·
0172	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	405.000 LF		·
0174	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,135.000 LF		·
0176	652.0615 Conduit Special 3-Inch	2,805.000 LF		
0178	654.0101 Concrete Bases Type 1	25.000 EACH		
0180	654.0110 Concrete Bases Type 10	17.000 EACH		







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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0182	654.0120 Concrete Bases Type 10-Special	1.000 EACH	·	·
0184	655.0230 Cable Traffic Signal 5-14 AWG	2,885.000 LF		
0186	655.0260 Cable Traffic Signal 12-14 AWG	5,175.000 LF		<u>-</u>
0188	655.0270 Cable Traffic Signal 15-14 AWG	1,160.000 LF		
0190	655.0280 Cable Traffic Signal 19-14 AWG	280.000 LF		
0192	655.0305 Cable Type UF 2-12 AWG Grounded	9,170.000 LF	<u></u>	<u></u>
0194	655.0515 Electrical Wire Traffic Signals 10 AWG	3,555.000 LF		
0196	655.0900 Traffic Signal EVP Detector Cable	4,120.000 LF		
0198	657.0100 Pedestal Bases	25.000 EACH		
0200	657.0350 Poles Type 10	17.000 EACH		
0202	657.0352 Poles Type 10-Special	1.000 EACH		
0204	657.0405 Traffic Signal Standards Aluminum 3.5- FT	9.000 EACH		
0206	657.0420 Traffic Signal Standards Aluminum 13-FT	15.000 EACH		
0208	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH		
0210	657.0520 Monotube Arms 20-FT	9.000 EACH		
0212	657.0525 Monotube Arms 25-FT	4.000 EACH		







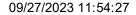
Page 8 of 14

Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0214	657.0530 Monotube Arms 30-FT	4.000 EACH	·	
0216	657.0536 Monotube Arms 35-FT-Special	1.000 EACH	<u> </u>	
0218	658.0173 Traffic Signal Face 3S 12-Inch	64.000 EACH	<u> </u>	
0220	658.0412 Pedestrian Signal Face 12-Inch	40.000 EACH	<u> </u>	
0222	658.5070 Signal Mounting Hardware (location) 001. Wright	1.000 EACH	·	·
0224	658.5070 Signal Mounting Hardware (location) 002. Center	1.000 EACH	·	
0226	658.5070 Signal Mounting Hardware (location) 003. Locust	1.000 EACH		·
0228	658.5070 Signal Mounting Hardware (location) 004. Burleigh	1.000 EACH		·
0230	658.5070 Signal Mounting Hardware (location) 005. Hopkins	1.000 EACH		·
0232	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	16.000 EACH	·	
0234	661.0201 Temporary Traffic Signals for Intersections (location) 001. Wright	1.000 EACH	·	·
0236	661.0201 Temporary Traffic Signals for Intersections (location) 002. Center	1.000 EACH	·	
0238	661.0201 Temporary Traffic Signals for Intersections (location) 003. Locust	1.000 EACH	·	





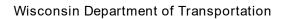


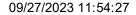
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	661.0201 Temporary Traffic Signals for Intersections (location) 004. Burleigh	1.000 EACH	·	·
0242	661.0201 Temporary Traffic Signals for Intersections (location) 005. Hopkins	1.000 EACH		·
0244	690.0150 Sawing Asphalt	3,230.000 LF	·	<u> </u>
0246	690.0250 Sawing Concrete	12,748.000 LF	·	
0248	715.0720 Incentive Compressive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0250	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,000.000 HRS	5.00000	15,000.00
0252	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	7,200.000 HRS	5.00000	36,000.00
0254	SPV.0060 Special 001. Utility Line Opening	20.000 EACH		
0256	SPV.0060 Special 004. Adjusting Water Valve Boxes	49.000 EACH		·
0258	SPV.0060 Special 010. Temporary No Parking Signs	64.000 EACH		·
0260	SPV.0060 Special 102. Inlet Covers Type MS 57	46.000 EACH	<u> </u>	
0262	SPV.0060 Special 103. Manhole Covers Type MS 58-A	46.000 EACH	·	<u> </u>
0264	SPV.0060 Special 110. Catch Basin Type 44-A	36.000 EACH		·
0266	SPV.0060 Special 111. Catch Basin Type 44-B	4.000 EACH		<u> </u>





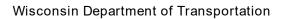


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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0268	SPV.0060 Special 115. Pipe Connection to Existing Structure	1.000 EACH	·	
0270	SPV.0060 Special 201. Install City Precast Controller Base	5.000 EACH	·	<u> </u>
0272	SPV.0060 Special 205. ATC Controller and Cabinet Installed	5.000 EACH		
0274	SPV.0060 Special 215. Electrical Service Pedestal	4.000 EACH		
0276	SPV.0060 Special 218. EVP 1 Direction Detector	20.000 EACH	·	·
0278	SPV.0060 Special 221. EVP Phase Selector Card 4 Channel	5.000 EACH	<u> </u>	·
0280	SPV.0060 Special 223. EVP Confirmation Light	20.000 EACH		
0282	SPV.0060 Special 225. Vehicular Video Detection System- 2 Cameras	1.000 EACH		<u> </u>
0284	SPV.0060 Special 228. Electrical Riser	7.000 EACH		
0286	SPV.0060 Special 243. Remove Traffic Signals Wright	1.000 EACH	·	
0288	SPV.0060 Special 244. Remove Traffic Signals Center	1.000 EACH	·	
0290	SPV.0060 Special 245. Remove Traffic Signals Locust	1.000 EACH		·
0292	SPV.0060 Special 246. Remove Traffic Signals Burleigh	1.000 EACH	·	





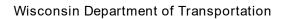


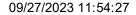
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal				
Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0294	SPV.0060 Special 247. Remove Traffic Signals Hopkins	1.000 EACH		·
0296	SPV.0060 Special 267. Pedestrian Countdown Signal Face 12-Inch	40.000 EACH		.
0298	SPV.0060 Special 268. Voice Instruction Audible Pushbutton	40.000 EACH	·	<u> </u>
0300	SPV.0060 Special 269. Voice Instruction Control Unit	5.000 EACH		
0302	SPV.0060 Special 280. Round Aluminum Sign Post System in Soft Surface 7-Foot	6.000 EACH		
0304	SPV.0060 Special 281. Round Aluminum Sign Post System in Soft Surface 10-Foot	7.000 EACH		
0306	SPV.0060 Special 282. Round Aluminum Sign Post System in Soft Surface 11-Foot	1.000 EACH		
0308	SPV.0060 Special 285. Round Aluminum Sign Post System in Concrete Surface 10-Foot	1.000 EACH	·	·
0310	SPV.0060 Special 286. Round Aluminum Sign Post System in Concrete Surface 11-Foot	1.000 EACH	·	
0312	SPV.0060 Special 291. Street Name Sign Mounting Hardware on Mast Arm	18.000 EACH	·	
0314	SPV.0060 Special 302. Pull Boxes 13-Inch x 24-Inch x 24-Inch	81.000 EACH		
0316	SPV.0060 Special 303. Fiberglass/Polymer Concrete Pull Boxes 17-Inch x 30-Inch x 24-Inch	42.000 EACH		
0318	SPV.0060 Special 310. Remove Poles	76.000 EACH		





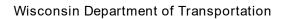


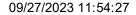
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal				
Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0320	SPV.0060 Special 313. Poles Type 26-AL Banner Rated direct bury	53.000 EACH		
0322	SPV.0060 Special 315. Poles Type (22-Ft Aluminum, Direct Bury)	6.000 EACH		
0324	SPV.0060 Special 334. 40-Ft Wood Pole	35.000 EACH		
0326	SPV.0060 Special 339. Install Secondary Riser	7.000 EACH		
0328	SPV.0060 Special 343. Water tight Splices and Connections	235.000 EACH		
0330	SPV.0060 Special 345. Luminaire Arm Single Member 6-Ft	77.000 EACH		·
0332	SPV.0060 Special 346. Luminaire ArmS Single Member 6-Ft WP Mount	23.000 EACH		<u> </u>
0334	SPV.0060 Special 353. Install Equipment Grounding Electrode	59.000 EACH	·	·
0336	SPV.0060 Special 366. City Furnished Luminaire Utility High Pressure Sodium	26.000 EACH		
0338	SPV.0060 Special 374. Luminaire Utility 1LED	6.000 EACH		
0340	SPV.0060 Special 375. Luminaire Utility 2LED	71.000 EACH		
0342	SPV.0060 Special 400. Adjusting CUC Manhole Covers	9.000 EACH	·	·
0344	SPV.0060 Special 410. 4' Diameter "Doghouse" Manhole Type CUC	1.000 EACH		







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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0346	SPV.0060 Special 412. 5' Diameter "Doghouse" Manhole Type CUC	2.000 EACH	·	
0348	SPV.0060 Special 420. Removing CUC Manhole	3.000 EACH		
0350	SPV.0090 Special 003. Marking Crosswalk Epoxy Transverse Line 12-Inch	569.000 LF	<u> </u>	<u></u>
0352	SPV.0090 Special 004. Marking Stop Line Epoxy 24-Inch	296.000 LF	<u></u>	
0354	SPV.0090 Special 005. Marking Crosswalk Line Epoxy Block Style 12-Inch	2,290.000 LF	·	·
0356	SPV.0090 Special 300. City Supplied #8 Concentric 5kV cable	3,400.000 LF		-
0358	SPV.0090 Special 302. Electrical Cable Type 3#6 AL Triplex	1,499.000 LF		·
0360	SPV.0090 Special 314. Remove Aerial Cable	4,050.000 LF		
0362	SPV.0090 Special 319. Liquidtight Flexible Nonmetallic Conduit 1 1/2-Inch	475.000 LF		·
0364	SPV.0090 Special 323. Electrical Cable 3#4/1#8 XLPE USE-2	555.000 LF	·	
0366	SPV.0090 Special 324. Electrical Cable 4#2/1#8 XLPE USE-2	8,950.000 LF	<u></u>	·
0368	SPV.0090 Special 325. 3-Inch HDPE Conduit	10,100.000 LF		·
0370	SPV.0090 Special 402. 2-Duct Conduit Cement Encased 4-Inch Rigid Nonmetallic Conduit DB-60	35.000 LF	·	



Wisconsin Department of Transportation

09/27/2023 11:54:27

	Proposal Schedule of Items		Page 14 of 14
Proposal ID: 20231114018	Project(s): 2275-05-70		
F	ederal ID(s): WISC 2024005		
	Section: 0001	Total:	
		Total Bid:	

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

November 8, 2023

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Buy America Provision Addendum #01

Letting of November 14, 2023

Attached is a copy of the revised Buy America Provision that are included in all proposals in the November 14, 2023 letting.

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

BUY AMERICA PROVISION

Buy America (as documented in <u>88 FR 57750 (2 CFR part 184 and 200)</u> from the Office of Management and Budget: <u>Federal Register: Guidance for Grants and Agreements</u>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in <u>88 FR 57750 (2 CFR part 184 and 200)</u> and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

<u>88 FR 55817 (DOT-OST-2022-0124)</u> allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form.

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel. 2 The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).



Wisconsin Department of Transportation

November 7, 2023

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of November 14, 2023

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01 - 47; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposal 11; WI 15 Heavy Davis Bacon Prevailing Wage Rates that are included in proposals 36 and 43; and WI 11 Building Davis Bacon Prevailing Wage Rates that are included in proposal 34. These wage rates are effective for all proposals they are included in in the November 14, 2023 letting. The updated wage rates are dated October 13, 2023 and are effective on or after October 23, 2023.

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: WI20230010 10/13/2023

Superseded General Decision Number: WI20220010

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:

- l. Executive Order 14026 generally applies to the contract.
- 1. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- |. The contractor must pay all covered workers at least \$12.15 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 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/06/2023

1	01/13/2023
2	01/20/2023
3	03/31/2023
4	04/07/2023
5	05/26/2023
6	06/02/2023
7	06/16/2023
8	06/23/2023
9	07/07/2023
10	07/14/2023
11	07/28/2023
12	08/18/2023
13	09/01/2023
14	09/08/2023
15	10/13/2023

^{*} BRWI0001-002 06/01/2023

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND **VERNON COUNTIES**

	Rates	Fringes	
BRICKLAYER	\$ 40.18	25.88	
* BRWI0002-002 06/01/2023			

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

Rates Fringes BRICKLAYER.....\$ 47.10

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	.\$ 39.97	25.02
* BRWI0003-002 06/01/2023		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, A	ND OCONTO COUNTIES

Rates Fringes BRICKLAYER.....\$ 40.00 ______

* BRWI0004-002 06/01/2023

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates Fringes BRICKLAYER.....\$ 44.50

^{*} BRWI0002-005 06/01/2023

* BRWI0006-002 06/01/2023

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates Fringes BRICKLAYER.....\$ 40.08 25.98 -----* BRWI0007-002 06/01/2023 GREEN, LAFAYETTE, AND ROCK COUNTIES Rates Fringes BRICKLAYER.....\$ 40.95 * BRWI0008-002 06/05/2023 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes BRICKLAYER.....\$ 44.96 25.67 * BRWI0011-002 06/01/2023 CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES Rates Fringes 26.06 BRICKLAYER.....\$ 40.00 * BRWI0019-002 06/01/2023 BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES Rates Fringes BRICKLAYER.....\$ 39.32 26.74 * BRWI0034-002 06/01/2023 COLUMBIA AND SAUK COUNTIES Rates Fringes BRICKLAYER.....\$ 41.56 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 06/05/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON

COUNTIES			
	Rates	Fr	ringes
CARPENTER	.\$ 41.91		29.72
* CARP0310-002 06/05/2023			
Ashland, Bayfield, Forest, Iron, Oneida, Shawano, Taylor and Vila		Lincoln,	, Marathon,
	Rates	Fr	ringes
CARPENTERPiledriver	.\$ 39.43		27.06 27.02
* CARP0314-001 06/05/2023			
Columbia, Dane, Dodge, Grant, Gr Lafayette, Richland, Rock, Sauk			on,
	Rates	Fr	ringes
CARPENTERPiledriver	.\$ 39.43		27.02
CARP0361-004 05/01/2018			
BAYFIELD (West of Hwy 63) AND DO	OUGLAS COUN	ITIES	
	Rates	Fr	ringes
CARPENTER			20.43
* CARP0731-002 06/05/2023			
Calumet (Eastern portion of the and Sheboygan	County), F	ond Du La	ac, Manitowoo
	Rates	Fr	ringes
CARPENTERPiledriver			27.06 27.02
* CARP0804-001 06/05/2023			
Adams, Juneau, Portage and Wood			
	Rates	Fr	ringes
CARPENTER Piledriver	.\$ 39.43		27.06 27.02
* CARP0955-002 06/05/2023			

Calumet (western portion of County), Fond Du Lac, Green Lake, Marquette, Outagamie and Winnebago

Rates Fringes

CARPENTER.....\$ 38.86 27.06 PILEDRIVER.....\$ 39.43 27.02

* CARP1056-002 06/01/2023

* CARP1074-002 06/05/2023

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes
CARPENTER		27.06 27.02

^{*} CARP1143-002 06/05/2023

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER		27.06 27.02

^{*} CARP1146-002 06/05/2023

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

		J
CARPENTER\$	38.86	27.06
PILEDRIVER\$	39.43	27.02

Rates

Fringes

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN	\$ 39.22	34.01

ELEC0014-002 12/25/2022

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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes	
Electricians:	\$ 39.25	22.34	
FLECOMA 007 05 (20 (2022			

https://sam.gov/wage-determination/WI20230010/15

^{*} CARP2337-009 06/05/2023

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 29.63
3%+16.18

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 46.05 30%+13.15

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 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

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes	
Electricians:	\$ 41.37	69.25%	

^{*} ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes	
Electricians:	\$ 38.74	26%+11.76	
ELEC0430-002 06/01/2023			
RACINE COUNTY (Except Burling	ton Township)		
	Rates	Fringes	
Electricians:	\$ 46.70	25.02	

ELEC0494-005 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	kates	Fringes	
Electricians:	\$ 46.38	25.86	
5, 500 40 4, 00 5, 00 40 40 00 4			

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 05/29/2022		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 22.39	18.80
Technician	\$ 33.19	21.12

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed

circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEC0577-003 06/01/2022

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:	.\$ 37.41	29.50%+10.00
ELEC0890-003 06/01/2022		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes	
Electricians:	\$ 40.70	25.95%+11.26	
ELEC0953-001 06/02/2019			

1	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

ENGI0139-005 06/01/2023

	Rates	Fringes
Power Equipment Operator		
Group 1\$	43.77	27.40
Group 2\$	43.27	27.40
Group 3\$	42.77	27.40
Group 4\$	42.51	27.40
Group 5\$	42.22	27.40
Group 6\$	36.32	27.40

HAZARDOUS WASTE PREMIUMS: EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour

EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2023

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 43.40 30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 41.73 30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2023

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.....\$ 41.00 30.13

* IRON0498-005 06/01/2023

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER...... \$ 45.18 47.08

* IRON0512-008 04/30/2023

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 43.00 34.11

* IRON0512-021 04/30/2023

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 39.14	34.00
LAB00113-002 06/01/2023		

MILWAUKEE AND WAUKESHA COUNTIES

		Rates	Fringes
LABORER			
Group	1\$	33.56	23.86
Group	2\$	33.71	23.86
Group	3\$	33.91	23.86
Group	4\$	34.06	23.86
Group	5\$	34.21	23.86
Group	6\$	30.05	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2023

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 32.81	23.86
Group 2	\$ 32.91	23.86
Group 3	\$ 32.96	23.86
Group 4	\$ 33.16	23.86
Group 5	\$ 33.01	23.86
Group 6	\$ 29.90	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	F	Rates	Fringes
LABORER			
Group	1\$	32.62	23.86
Group	2\$	32.77	23.86
Group	3\$	32.97	23.86
Group	4\$	32.94	23.86
Group	5\$	33.27	23.86
Group	6\$	29.76	23.86

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2023

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,

DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

		Rates	Fringes
LABORER			
Group	1	\$ 37.57	19.25
Group	2	\$ 37.67	19.25
Group	3	\$ 37.72	19.25
Group	4	\$ 37.92	19.25
Group	5	\$ 37.77	19.25
Group	6	\$ 34.20	19.25

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2023

DANE COUNTY

	Ra	ates	Fringes
LABORER			
Group	1\$	37.85	19.25
Group	2\$	37.95	19.25
Group	3\$	38.00	19.25
Group	4\$	38.20	19.25
Group	5\$	38.05	19.25
Group	6\$	34.20	19.25

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and

Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	I	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	34.59	24.84
Spray,	Sandblast, Steel\$	35.19	24.84
Repaint	:		
Brush,	Roller\$	33.09	24.84
Spray,	Sandblast, Steel\$	33.69	24.84

PAIN0108-002 06/01/2023

RACINE COUNTY

	Rates	Fringes	
Painters:			
Brush, Roller	\$ 41.04	21.95	
Spray & Sandblast	\$ 42.04	21.95	

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes	
PAINTER	\$ 24.11	12.15	
			-

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes	
PAINTER	\$ 22.03	12.45	
PAIN0781-002 06/01/2023			

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	,	
	Rates	Fringes
Painters:		
Bridge	\$ 39.84	24.86
Brush		24.86
Spray & Sandblast		24.86
PAIN0802-002 06/01/2023		
COLUMBIA, DANE, DODGE, GRANT, GRE ROCK, AND SAUK COUNTIES	EN, IOWA, LAFAY	ETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 35.00	20.62
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	s = \$1.00 add	itional per
PAIN0802-003 06/01/2023		
ADAMS, BROWN, CALUMET, CLARK, DOO LAKE, IRON, JUNEAU, KEWAUNEE, LAN MARATHON, MARINETTE, MARQUETTE, M OUTAGAMIE, PORTAGE, PRICE, SHAWAN WAUSHARA, WAUPACA, WINNEBAGO, AND	GLADE, LINCOLN, ENOMINEE, OCON O, SHEBOYGAN,	MANITOWOC, TO, ONEIDA,
	Rates	Fringes
PAINTER	\$ 35.00	20.62
PAIN0934-001 06/01/2022		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
	naces	11211863
Painters:		
Brush	•	24.69
Spray		24.69
Structural Steel		24.69
PAIN1011-002 06/06/2021		
FLORENCE COUNTY		
	Rates	Fringes
Painters:	\$ 26.71	14.38
PLAS0599-002 06/01/2023		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A	\$ 45.17	27.27
Area B	•	25.02
Area C	\$ 40.40	25.25

Area D\$	41.16	24.49
Area E\$	40.50	25.14
Area F\$	36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEMPORE 201 05 /01 /020

TEAM0039-001 06/01/2023

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles	¢ 25 57	26.09
3 or more Axles; Euclids,	.\$ 55.57	20.09
Dumptor & Articulated,	<i>t</i> 25 72	26.00
Truck Mechanic	.\$ 35./2 	26.09

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

"General Decision Number: WI20230008 10/13/2023

Superseded General Decision Number: WI20220008

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:

- l. Executive Order 14026 generally applies to the contract.
- |. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- |. The contractor must pay all covered workers at least \$12.15 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 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

01/06/2023

1

01/13/2023

2	01/20/2023
3	03/31/2023
4	04/07/2023
5	06/09/2023
6	06/16/2023
7	06/23/2023
8	07/07/2023
9	07/14/2023
10	08/18/2023
11	09/01/2023
12	09/08/2023
13	10/13/2023

^{*} BRWI0001-002 06/01/2023

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes	
BRICKLAYER	\$ 40.18	25.88	
* BRWI0002-002 06/01/2023			

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 47.10	25.16

^{*} BRWI0002-005 06/01/2023

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	.\$ 39.97	25.02	
* BRWI0003-002 06/01/2023			
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, A	ND OCONTO COUNTIES	
	Rates	Fringes	
BRICKLAYER	.\$ 40.00	26.06	
* BRWI0004-002 06/01/2023			
KENOSHA, RACINE, AND WALWORTH COUNTIES			

Rates Fringes

BRICKLAYER......\$ 44.50 26.96

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,

^{*} BRWI0006-002 06/01/2023

ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 40.08	25.98
* BRWI0007-002 06/01/2023		
GREEN, LAFAYETTE, AND ROCK COUNT	TES	
		Fringes
BRICKLAYER		J
* BRWI0008-002 06/05/2023		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND MAUKECHA COL	INTTEC
MILWAUKEE, UZAUKEE, WASHINGTON,		
	Rates	J
BRICKLAYER	.\$ 44.96 	25.67
* BRWI0009-001 06/01/2023		
GREEN LAKE, MARQUETTE, OUTAGAMIE AND WINNEBAGO COUNTIES	E, SHAWANO, WAUPA	ACA, WASHARA,
	Rates	Fringes
BRICKLAYER	•	26.06
* BRWI0011-002 06/01/2023		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN	COUNTIES
	Rates	Fringes
BRICKLAYER	•	26.06
* BRWI0013-002 06/01/2023		
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES	
	Rates	Fringes
BRICKLAYER	•	26.19
* BRWI0019-002 06/01/2023		
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		
	Rates	Fringes
BRICKLAYER	•	26.74
* BRWI0021-002 06/01/2023		
DODGE AND JEFFERSON COUNTIES		

Rates

Fringes

BRICKLAYER.....\$ 40.49 27.24 * BRWI0034-002 06/01/2023 COLUMBIA AND SAUK COUNTIES

BRICKLAYER.....\$ 41.56 26.19

Rates Fringes

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 06/05/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

Rates Fringes CARPENTER.....\$ 41.91 29.72

* CARP0310-002 06/05/2023

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon, Oneida, Shawano, Taylor and Vilas

Rates Fringes CARPENTER.....\$ 38.86 27.06 Piledriver.....\$ 39.43 27.02 -----

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Walworth

Rates Fringes 27.06 27.02 CARPENTER.....\$ 38.86 Piledriver..... \$ 39.43

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

Rates Fringes CARPENTER.....\$ 36.15 20.43

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc and Sheboygan

^{*} CARP0314-001 06/05/2023

^{*} CARP0731-002 06/05/2023

	e, iii.gev
Rates	Fringes
.\$ 39.43	27.06 27.02
Rates	Fringes
.\$ 38.86 .\$ 39.43	27.02
	ac, Green Lake,
Rates	Fringes
.\$ 39.43	27.06 27.02
Rates	Fringes
•	27.77
, Dunn, Eau Cla Croix and Washb	
Rates	Fringes
.\$ 39.43	27.06 27.02
ROSSE, MONROE,	TREMPEALEAU AND
Rates	Fringes
.\$ 39.43	27.06 27.02
Marinette, Mer	nominee and
Rates	Fringes
	.\$ 38.86 .\$ 39.43 .\$ 38.86 .\$ 39.43 .ty), Fond Du Lago Rates .\$ 38.86 .\$ 39.43 .Rates .\$ 40.00 .Toix and Washb Rates .\$ 38.86 .\$ 39.43

* CARP2337-009 06/05/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

Rates Frin

34.01

PILEDRIVERMAN.....\$ 39.22

* CARP2337-010 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

Rates Fringes

MILLWRIGHT.....\$ 39.31 32.21

ELEC0014-002 12/25/2022

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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

Electricians:.....\$ 39.25 22.34

ELEC0127-002 06/01/2023

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 46.05 30%+13.15

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 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

FLECO240 004 06 /04 /2040

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Niagara)		
	Rates	Fringes
Electricians: Electrical contracts ove \$180,000 Electrical contracts und \$180,000	\$ 33.94 er	21.80 21.73
ELEC0242-005 05/30/2021		
DOUGLAS COUNTY		
	Rates	Fringes
Electricians:		•
* ELEC0388-002 06/01/2023		
Sherwood, Unity), FOREST, JU MARINETTE (Beecher, Dunbar, G West of a line 6 miles West o County), ONEIDA, PORTAGE, SHA AND WOOD COUNTIES	oodman & Pembine f the West bound	e), MENOMINEE (Area dary of Oconto
	Rates	Fringes
Electricians:	•	
ELEC0430-002 06/01/2023		
RACINE COUNTY (Except Burling	ton Township)	
	Rates	Fringes
Electricians:	\$ 46.70	25.02
ELEC0494-005 06/01/2022		
MILWAUKEE, OZAUKEE, WASHINGTO	N, AND WAUKESHA	COUNTIES
	Rates	Fringes
Electricians:		
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:		22.74

ELEC0577-003 06/01/2022

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

Kates	Fringes

ELEC0890-003 06/01/2022

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Rates	Fringes

Electricians:.....\$ 40.70 25.95%+11.26

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1\$	47.53	25.89
Group 2\$	46.28	25.89
Group 3\$	43.23	25.89
Group 4\$	42.70	25.89
Group 5\$	40.63	25.89
Group 6\$	39.10	25.89

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

^{*} ENGI0139-003 06/05/2023

Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENGI0139-007 06/05/2023

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 44.54	25.35
Group 2	\$ 43.76	25.35
Group 3	\$ 42.81	25.35
Group 4	\$ 41.76	25.35
Group 5	\$ 40.36	25.35
HAZADDONS MASTE DDEMTIMS.		

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes

(Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

IRON0008-002 06/01/2023

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

> Rates Fringes

IRONWORKER.....\$ 43.40 30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 41.73 30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2023

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

* IRON0498-005 06/01/2023

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER......\$ 45.18 47.08

* IRON0512-008 04/30/2023

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 43.00 34.11

* IRON0512-021 04/30/2023

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

Rates Fringes

IRONWORKER.....\$ 39.14 34.00

LAB00113-004 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1	18.72	22.75
Group 2	\$ 21.10	22.75
Group 3	\$ 24.81	22.75
Group 4	34.62	22.75
Group 5	34.78	22.75
Group 6	34.84	22.75
Group 7	38.88	22.75
Group 8	\$ 41.83	22.75
Group 9	42.50	22.75

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

LAB00113-005 06/05/2023

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	F	Rates	Fringes
			J
Laborers:			
Group	1\$	25.71	22.75
Group	2\$	31.93	22.75
Group	3\$	36.33	22.75
Group	4\$	38.19	22.75

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation,

Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1	\$ 24.81	22.75
Group 2	\$ 34.78	22.75
Group 3	\$ 34.84	22.75
Group 4	\$ 38.88	22.75
Group 5	\$ 39.02	22.75
Group 6	\$ 41.83	22.75
Group 7	\$ 42.50	22.75

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1	.\$ 24.81	22.75
Group 2	.\$ 34.78	22.75
Group 3	.\$ 39.44	22.75
Group 4	.\$ 40.28	22.75
Group 5	.\$ 40.41	22.75
Group 6		22.75
Group 7		22.75

^{*} LAB00113-009 06/05/2023

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 classifcations

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 06/05/2023

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1	\$ 33.88	19.25
Group 2	\$ 35.73	19.25
Group 3	\$ 35.93	19.25
Group 4	\$ 36.68	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders;

Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LABO0464-002 06/05/2023

DANE AND DOUGLAS COUNTIES

	R	Rates	Fringes
			•
LABORER			
Group 1.		33.78	19.25
Group 2.		35.98	19.25
Group 3.		36.18	19.25
Group 4.	\$	36.93	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/05/2023

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1\$	33.57	19.25
Group 2\$	35.63	19.25
Group 3\$	35.83	19.25
Group 4\$	36.58	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;

Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-002 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A	.\$ 45.17	27.27
Area B	.\$ 39.97	25.02
Area C	.\$ 40.40	25.25
Area D	.\$ 41.16	24.49
Area E	.\$ 40.50	25.14
Area F	.\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND **VERNON COUNTIES**

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2023

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids,	.\$ 35.57	26.09
Dumptor & Articulated, Truck Mechanic	.\$ 35.72	26.09

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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.

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
- st a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

https://sam.gov/wage-determination/WI20230008/13

"General Decision Number: WI20230015 10/13/2023

Superseded General Decision Number: WI20220015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water

Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(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:

- l. Executive Order 14026 generally applies to the contract.
- 1. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- |. The contractor must pay all covered workers at least \$12.15 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 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

1

01/06/2023 01/13/2023

2	01/20/2023
3	03/31/2023
4	04/07/2023
5	05/26/2023
6	06/02/2023
7	06/09/2023
8	06/16/2023
9	06/23/2023
10	06/30/2023
11	07/07/2023
12	07/14/2023
13	07/28/2023
14	08/04/2023
15	08/18/2023
16	09/01/2023
17	09/08/2023
18	10/13/2023

BOIL0107-001 01/01/2021

	Rates	Fringes	
BOILERMAKER			
Boilermaker	•	31.50	
Small Boiler Repair (unde			
25,000 lbs/hr)	\$ 26.91	16.00	

^{*} BRWI0001-002 06/01/2023

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND **VERNON COUNTIES**

	Rates	Fringes	
BRICKLAYER	\$ 40.18	25.88	

^{*} BRWI0002-002 06/01/2023

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes	
BRICKLAYER	\$ 47.10	25.16	

^{*} BRWI0002-005 06/01/2023

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.	\$ 39.97	25.02
* BRWT0003-002 06/01/2023		

BRWI0003-002 06/01/2023

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

Rates Fringes

BRICKLAYER		26.06
* BRWI0004-002 06/01/2023		
KENOSHA, RACINE, AND WALWORTH C	OUNTIES	
	Rates	Fringes
BRICKLAYER	\$ 44.50	26.96
* BRWI0006-002 06/01/2023		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER* * BRWI0007-002 06/01/2023	\$ 40.08	25.98
GREEN, LAFAYETTE, AND ROCK COUN	TIES	
	Rates	Fringes
BRICKLAYER * BRWI0008-002 06/05/2023	\$ 40.95	26.80
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKES	HA COUNTIES
	Rates	Fringes
BRICKLAYER* * BRWI0009-001 06/01/2023		J
	\$ 44.96	25.67
* BRWI0009-001 06/01/2023 GREEN LAKE, MARQUETTE, OUTAGAMI	\$ 44.96	25.67
* BRWI0009-001 06/01/2023 GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES BRICKLAYER	\$ 44.96 E, SHAWANO, Rates\$ 40.00	25.67
* BRWI0009-001 06/01/2023 GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES	\$ 44.96 E, SHAWANO, Rates\$ 40.00	25.67 WAUPACA, WASHARA, Fringes
* BRWI0009-001 06/01/2023 GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES BRICKLAYER	\$ 44.96 E, SHAWANO, Rates\$ 40.00	25.67 WAUPACA, WASHARA, Fringes 26.06
* BRWI0009-001 06/01/2023 GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES BRICKLAYER* * BRWI0011-002 06/01/2023	\$ 44.96 E, SHAWANO, Rates\$ 40.00	25.67 WAUPACA, WASHARA, Fringes 26.06
* BRWI0009-001 06/01/2023 GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES BRICKLAYER * BRWI0011-002 06/01/2023 CALUMET, FOND DU LAC, MANITOWOC BRICKLAYER	\$ 44.96 E, SHAWANO, Rates\$ 40.00 Rates\$ 40.00	25.67 WAUPACA, WASHARA, Fringes 26.06
* BRWI0009-001 06/01/2023 GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES BRICKLAYER * BRWI0011-002 06/01/2023 CALUMET, FOND DU LAC, MANITOWOC	\$ 44.96 E, SHAWANO, Rates\$ 40.00 Rates\$ 40.00	25.67 WAUPACA, WASHARA, Fringes 26.06 YGAN COUNTIES Fringes
* BRWI0009-001 06/01/2023 GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES BRICKLAYER* * BRWI0011-002 06/01/2023 CALUMET, FOND DU LAC, MANITOWOC BRICKLAYER	\$ 44.96 E, SHAWANO, Rates\$ 40.00 Rates\$ 40.00	25.67 WAUPACA, WASHARA, Fringes 26.06 YGAN COUNTIES Fringes
* BRWI0009-001 06/01/2023 GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES BRICKLAYER* * BRWI0011-002 06/01/2023 CALUMET, FOND DU LAC, MANITOWOC BRICKLAYER* * BRWI0013-002 06/01/2023	\$ 44.96 E, SHAWANO, Rates\$ 40.00 Rates\$ 40.00	25.67 WAUPACA, WASHARA, Fringes 26.06
* BRWI0009-001 06/01/2023 GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES BRICKLAYER* * BRWI0011-002 06/01/2023 CALUMET, FOND DU LAC, MANITOWOC BRICKLAYER* * BRWI0013-002 06/01/2023	\$ 44.96\$ AND SHEBO Rates\$ 40.00 COUNTIES Rates\$ 41.56	25.67 WAUPACA, WASHARA, Fringes 26.06

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

FILICE, FOLK, NOSK, ST. CHOIA,	SAMILIK AND WA	SIBORY COOKIES
	Rates	Fringes
BRICKLAYER	\$ 39.32	26.74
* BRWI0021-002 06/01/2023		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER		
* BRWI0034-002 06/01/2023		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 41.56	26.19
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE 35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen		27.05
* CARP0264-003 06/05/2023		
KENOSHA, MILWAUKEE, OZAUKEE, RA COUNTIES	CINE, WAUKESH	IA, AND WASHINGTON
	Rates	Fringes
CARPENTER	•	29.72
* CARP0310-002 06/05/2023		
Ashland, Bayfield, Forest, Iron Oneida, Shawano, Taylor and Vil		incoln, Marathon,
	Rates	Fringes

* CARP0314-001 06/05/2023

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Walworth

Rates Fringes

CARPENTER......\$ 38.86 27.06

Piledriver......\$ 39.43 27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes	
CARPENTER	\$ 36.15	20.43	
			-

^{*} CARP0731-002 06/05/2023

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc and Sheboygan

	Rates	Fringes	
CARPENTER	\$ 38.86	27.06	
Piledriver	\$ 39.43	27.02	

^{*} CARP0804-001 06/05/2023

Adams, Juneau, Portage and Wood

	Rates	Fringes	
CARPENTER	\$ 38.86	27.06	
Piledriver	\$ 39.43	27.02	

^{*} CARP0955-002 06/05/2023

Calumet (western portion of County), Fond Du Lac, Green Lake, Marquette, Outagamie and Winnebago

	Kates	Fringes	
CARPENTER	\$ 38.86	27.06	
PILEDRIVER	\$ 39.43	27.02	

^{*} CARP1056-002 06/01/2023

	Rates	Fringes
MILLWRIGHT	\$ 40.00	27.77

^{*} CARP1074-002 06/05/2023

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

ı	Rates	Fringes
CARPENTER\$ PILEDRIVER\$		27.06 27.02

^{*} CARP1143-002 06/05/2023

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

Rates Fringes

CARPENTER.....\$ 38.86 27.06 PILEDRIVER.....\$ 39.43

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes	
CARPENTER		27.06	
PILEDRIVER	\$ 39.43	27.02	

^{*} CARP2337-009 06/05/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN	\$ 39.22	34.01

^{*} CARP2337-010 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
MILLWRIGHT	\$ 39.31	32.21

ELEC0014-002 12/25/2022

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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes	
Electricians:	\$ 39.25	22.34	
FLFC0014-007 05/29/2022			

Rates

Fringes

ELEC0014-007 05/29/2022

REMAINING COUNTIES

Teledata System Installer	
<pre>Installer/Technician\$ 29.6</pre>	3 3%+16.18

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

^{*} CARP1146-002 06/05/2023

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	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)

	Naces	11 Inges
Electricians:		
Electrical contracts over		
\$180,000	\$ 33.94	21.80
Electrical contracts under		
\$180,000	\$ 31.75	21.73

Rates

Fringes

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes	
Electricians:	\$ 41.37	69.25%	_
			-

^{*} ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

Rates Fringes

Electricians:.....\$ 38.74 26%+11.76

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 46.70 25.02

ELEC0494-005 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 46.38 25.86

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 05/29/2022

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

I	Rates	Fringes
Sound & Communications		
Installer\$	22.39	18.80
Technician\$	33.19	21.12

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

.....

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:	\$ 37.41	29.50%+10.00	
ELEC0890-003 06/01/2022			

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Electricians:\$ 40.70 25.95%+11.26		Rates	Fringes	
	Electricians:	\$ 40.70	25.95%+11.26	

ELEC0953-001 06/02/2019

ı	Rates	Fringes
Line Construction: (1) Lineman\$ (2) Heavy Equipment Operator\$ (3) Equipment Operator\$ (4) Heavy Groundman Driver\$ (5) Light Groundman Driver\$	42.78 38.02 33.27	21.43 19.80 18.40 16.88 16.11
(6) Groundsman\$		14.60

ENGI0139-001 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	.\$ 50.21	24.05
Group 2	.\$ 49.71	24.05
Group 3	.\$ 49.21	24.05
Group 4	.\$ 48.37	24.05
Group 5	.\$ 44.39	24.05
Group 6	.\$ 39.24	24.05

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom

over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

- GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.
- GROUP 3: Backhoe (excavator) under 130,000 lbs;Self-erecting Tower Crane 4000 lbs & under lifting capacity;Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over
- GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.
- GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments
- GROUP 6: Tampers Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

* ENGI0139-003 06/05/2023

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1\$	47.53	25.89
Group 2\$	46.28	25.89
Group 3\$	43.23	25.89
Group 4\$	42.70	25.89
Group 5\$	40.63	25.89
Group 6\$	39.10	25.89

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and

Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/01/2023

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER......\$ 43.40 30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER......\$ 41.73 30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2023

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.....\$ 41.00 30.13

* IRON0512-008 04/30/2023

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,

PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	.\$ 43.00	34.11
* TPONQ512_Q21_Q4/3Q/2Q23		

^{*} IRON0512-021 04/30/2023

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes	
IRONWORKER	\$ 39.14	34.00	
LAB00113-002 06/01/2023			

MILWAUKEE AND WAUKESHA COUNTIES

	ſ	Rates	Fringes
LABORER			
Group	1\$	33.56	23.86
Group	2\$	33.71	23.86
Group	3\$	33.91	23.86
Group	4\$	34.06	23.86
Group	5\$	34.21	23.86
Group	6\$	30.05	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2023

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER	4 22 24	22.25
Group	1\$ 32.81	23.86

Group	2\$	32.91	23.86
Group	3\$	32.96	23.86
Group	4\$	33.16	23.86
Group	5\$	33.01	23.86
Group	6\$	29.90	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	R	ates	Fringes
LABORER			
Group	1\$	32.62	23.86
Group	2\$	32.77	23.86
Group	3\$	32.97	23.86
Group	4\$	32.94	23.86
Group	5\$	33.27	23.86
Group	6\$	29.76	23.86

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2023

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 37.57	19.25
Group 2	\$ 37.67	19.25
Group 3	\$ 37.72	19.25
Group 4	\$ 37.92	19.25
Group 5	\$ 37.77	19.25
Group 6	\$ 34.20	19.25

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2023

DANE COUNTY

		Rates	Fringes
LABORER			
Group	1\$	37.85	19.25
Group	2\$	37.95	19.25
Group	3\$	38.00	19.25
Group	4\$	38.20	19.25
Group	5\$	38.05	19.25

Group 6.....\$ 34.20 19.25

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	i	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	34.59	24.84
Spray,	Sandblast, Steel\$	35.19	24.84
Repaint	:		
Brush,	Roller\$	33.09	24.84
Spray,	Sandblast, Steel\$	33.69	24.84

PAIN0108-002 06/01/2023

RACINE COUNTY

	Rates	Fringes	
Painters:			
Brush, Roller	\$ 41.04	21.95	
Spray & Sandblast	\$ 42.04	21.95	

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER	.\$ 24.11	12.15
PAIN0259-004 05/01/2015		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND

VERNON COUNTIES

	Rates	Fringes
PAINTER		· ·
PAIN0781-002 06/01/2023		
JEFFERSON, MILWAUKEE, OZAUKEE, W	ASHINGTON,	AND WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	.\$ 39.09	24.86 24.86 24.86
PAIN0802-002 06/01/2023		
COLUMBIA, DANE, DODGE, GRANT, GR ROCK, AND SAUK COUNTIES	EEN, IOWA,	LAFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	.\$ 35.00	20.62
PREMIUM PAY: Structural Steel, Spray, Bridg hour.	es = \$1.0	00 additional per
PAIN0802-003 06/01/2023		
ADAMS, BROWN, CALUMET, CLARK, DOLLAKE, IRON, JUNEAU, KEWAUNEE, LAMARATHON, MARINETTE, MARQUETTE, OUTAGAMIE, PORTAGE, PRICE, SHAWAWAUSHARA, WAUPACA, WINNEBAGO, AN	NGLADE, LIN MENOMINEE, NO, SHEBOY	COLN, MANITOWOC, OCONTO, ONEIDA, 'GAN, TAYLOR, VILAS,
	Rates	Fringes
PAINTER	.\$ 35.00	20.62
PAIN0934-001 06/01/2022		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	.\$ 37.70	24.69 24.69 24.69
PAIN1011-002 06/06/2021		
FLORENCE COUNTY		
	Rates	Fringes
Painters:	.\$ 26.71	14.38

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A	\$ 45.17	27.27
Area B	\$ 39.97	25.02
Area C	\$ 40.40	25.25
Area D	\$ 41.16	24.49
Area E	\$ 40.50	25.14
Area F	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/01/2023

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER	.\$ 47.52	25.78
PLUM0075-002 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes	
PLUMBER	\$ 40.27	21.47	
DI IMOOTE 004 06/04/2046			

PLUM0075-004 06/01/2016

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER	\$ 40.52	21.47
PLUM0075-009 06/01/2016		

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES Rates Fringes PLUMBER.....\$ 38.82 20.12 PLUM0111-007 05/28/2018 MARINETTE COUNTY (Niagara only) Rates Fringes PLUMBER/PIPEFITTER.....\$ 33.33 24.48 PLUM0118-002 06/01/2023 KENOSHA, RACINE, AND WALWORTH COUNTIES Fringes Rates Plumber and Steamfitter..... \$ 50.50 25.47 ______ PLUM0400-003 05/29/2023 ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES Rates Fringes PLUMBER/PIPEFITTER.....\$ 49.85 PLUM0434-002 05/28/2023 BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILAS, AND WOOD COUNTIES Rates Fringes PIPEFITTER.....\$ 46.89 PLUM0601-003 06/01/2022 DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES Rates Fringes PIPEFITTER.....\$ 50.00 28.93 ______ PLUM0601-009 06/01/2022 COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES Rates Fringes PIPEFITTER..... \$ 52.06 26.86

TEAM0039-002 06/01/2023

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axle Trucks	\$ 35.57	26.09
<pre>3 or more axles; Euclids or Dumptor, Articulated</pre>		
Truck, Mechanic	\$ 35.72	26.09

SUWI2011-001 11/16/2011

Rates Fringes

WELL DRILLER.....\$ 16.52

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

"General Decision Number: WI20230011 10/13/2023

Superseded General Decision Number: WI20220011

State: Wisconsin

Construction Type: Building

Counties: Adams, Ashland, Barron, Bayfield, Buffalo, Burnett, Clark, Columbia, Crawford, Dodge, Door, Dunn, Florence, Fond Du Lac, Forest, Grant, Green, Green Lake, Iowa, Iron, Jackson, Jefferson, Juneau, Kewaunee, Lafayette, Langlade, Lincoln, Manitowoc, Marinette, Marquette, Menominee, Monroe, Oconto, Oneida, Pepin, Polk, Portage, Price, Richland, Rusk, Sauk, Sawyer, Shawano, Taylor, Trempealeau, Vernon, Vilas, Walworth, Washburn, Waupaca, Waushara and Wood Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(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.
- |. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$12.15 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 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/06/2023	
1		01/13/2023	
2		01/20/2023	
3		01/27/2023	
4		03/31/2023	
5		04/07/2023	
6		06/02/2023	
7		06/09/2023	
8		06/16/2023	
9		06/23/2023	
10		07/07/2023	
11		07/14/2023	
12		08/04/2023	
13		08/25/2023	
14		09/01/2023	
15		10/13/2023	

ASBE0019-002 06/01/2023

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems.
Includes preparation,
wetting, stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems whether
they contain asbestos or not)....\$ 42.80

ASBE0034-005 06/12/2023

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials;
protective coatings,
coverings, and finishes to
all types of mechanical
systems. Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems whether
they contain aspestos or not)

mechanical systems whether they contain asbestos or not)....\$ 41.50 38.17

ASBE0049-003 06/01/2023

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coverings, coatings, and finishes to all types of mechanical systems. Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether

they contain asbestos or not)....\$ 37.62

Rates

Fringes

Fringes

ASBE0127-002 06/01/2023

Heat and Frost Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings and finishes to all
types of mechanical systems;
and the application of
firestopping material in
walls, floors, ceilings.
Includes preparation,
wetting, stripping, removal,
scrapping vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems whether
they contain asbestos or not)\$ 39.59

26.21

Rates

BOIL0107-001 01/01/2021

BOILERMAKER	
Boilermaker\$ 39.52	31.50
Small Boiler Repair (under	
25,000 lbs/hr)\$ 26.91	16.00
* PRUTOSSA SSS SS (SA (SSS)	

^{*} BRWI0001-003 06/01/2023

CRAWFORD, JUNEAU, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes	
Bricklayer & Tile Setter	\$ 40.18	25.88	

^{*} BRWI0002-003 06/01/2023

ASHLAND, BURNETT, IRON, WASHBURN

	Rates	Fringes
BRICKLAYER Bricklayer, Tile Setter	\$ 47.10	25.16
Cement Mason/Concrete Finisher	\$ 44.75	25.16

^{*} BRWI0002-004 06/01/2023

BAYFIELD COUNTY

	Rates	Fringes
BRICKLAYER Bricklayer & Tile Setter	.\$ 47.10	25.16
* BRWI0003-001 06/01/2023		
DOOR, KEWAUNEE, FLORENCE, FOND D MARINETTE, MARQUETTE, OCONTO, SH COUNTIES		
	Rates	Fringes
BRICKLAYER Bricklayer, Cement Mason, Tile Setter		26.06
* BRWI0004-003 06/01/2023		
WALWORTH COUNTY		
	Rates	Fringes
BRICKLAYERCEMENT MASON/CONCRETE FINISHER TILE SETTER	.\$ 40.16 .\$ 37.29	26.96 26.96 26.96
* BRWI0006-001 06/01/2023		
ADAMS, CLARK, FOREST, LANGLADE, PORTAGE, TAYLOR, VILAS AND WOOD		NEE, ONEIDA,
	Rates	Fringes
BRICKLAYER Bricklayer,Cement Mason,Tile Setter		25.98
* BRWI0006-004 06/01/2023		
PRICE COUNTY		
	Rates	Fringes
Bricklayer & Tile Setter		25.98
* BRWI0007-003 06/01/2023		
GREEN AND LAFAYETTE COUNTIES		
	Rates	Fringes
Bricklayer & Tile Setter		26.80
* BRWI0013-003 06/01/2023		
GRANT, IOWA, AND RICHLAND COUNTI	ES	
	Rates	Fringes
Bricklayer	.\$ 41.56	26.19

Tile Layer.....\$ 38.40 * BRWI0019-004 06/01/2023 BARRON, BURNETT (Southern half), DUNN, PEPIN, POLK, RUSK, AND WASHBURN (Southern half) COUNTIES Rates Fringes **BRICKLAYER** Bricklayer, Cement Mason, Tile Layer.....\$ 39.32 * BRWI0019-005 06/01/2023 SAWYER COUNTY Rates Fringes Bricklayer & Tile Setter..... \$ 39.32 26.74 * BRWI0021-001 06/01/2023 DODGE AND JEFFERSON COUNTIES Rates Fringes BRICKLAYER Bricklayer, Cement Mason, Tile Layer.....\$ 40.49 27.24 * BRWI0034-001 06/01/2023 COLUMBIA AND SAUK COUNTIES Rates **Fringes** BRICKLAYER Bricklayer, Cement Mason, Tile Layer.....\$ 41.56 CARP0068-013 05/02/2022 BURNETT (West of highway 48) AND POLK(West of Highways 35, 48 & 65) COUNTIES Rates **Fringes** CARPENTER (Including Drywall Hanging, Acoustical work).....\$ 41.51 27.32 * CARP0310-003 06/01/2023 Ashland, Bayfield, Iron, Price and Shawano Rates Fringes CARPENTER (Including Drywall Hanging, Acoustical Work)......\$ 38.86 27.06 * CARP0314-003 06/01/2023 Columbia, Dodge, Grant, Green, Iowa, Jefferson, Lafayette,

Richland, Sauk and Walworth

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical work)		
CARP0361-006 05/03/2021		
BAYFIELD COUNTY (West of Hwy 63)		
	Rates	Fringes
Carpenters: (Including Drywall Hanging, Acoustical work)		26.01
* CARP1056-004 06/01/2023		
	Rates	Fringes
MILLWRIGHT	.\$ 40.00	27.77
* CARP1074-006 06/01/2023		
Barron, Burnett, Dunn, Pepin, Po	lk, Rusk, Sawyer	r and Washburn
	Rates	Fringes
CARPENTER (Including Drywall Hanging & Accoustical Work)	.\$ 38.86	27.06
* CARP1143-003 06/01/2023		
Crawford and Vernon		
	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical work)		27.06
* CARP1146-004 06/01/2023		
Florence, Marinette and Oconto		
	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical work)		27.06
CARP1348-006 05/01/2020		
BAYFIELD COUNTY (Western 1/3)		
	Rates	Fringes
MILLWRIGHT		21.30
ELEC0014-001 12/25/2022		
ASHLAND, BARRON, BAYFIELD, BUFFA (Except Colby, Fremont, Lynn, Ma Unity), CRAWFORD, DUNN, GRANT, I	ryville, Shermar RON, JACKSON, MC	n, Sherwood, DNROE, PEPIN,

POLK, PRICE, RICHLAND, RUSK, SAWYER, TAYLOR, TREMPEALEAU,

VERNON, AND WASHBURN COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 39.25	22.34	
ELEC0014-005 05/29/2022			
	Rates	Fringes	

Teledata System Installer

Installer/Technician.....\$ 29.63
3%+16.18

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0158-007 05/30/2021

DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
Electricians:	.\$ 36.14	29.75%+10.26
FLFC0159-001 05/30/2021		

COLUMBIA, DODGE (West of Hwy 26 except Chester and Emmet Twps), GREEN LAKE COUNTY (Except Townships of Berlin, Seneca & St. Marie), IOWA, MARQUETTE COUNTY (Except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), AND SAUK COUNTIES

	Rates	Fringes	
Electricians:	\$ 43.38	23.13	
ELEC0219-006 06/01/2019			

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Fringes	
21.80	
21.73	
	21.80

^{*} ELEC0388-004 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 38.74	26%+11.76	
ELEC0494-010 06/01/2021			

DODGE COUNTY (Area East of Hwy 26 including all of Chester Township, but excluding Emmet Township), FOND DU LAC (except Waupun), AND MANITOWOC (Schleswig) COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 37.91	22.74	
FLFC0/19/1-01/1 05/29/2022			-

ELEC0494-014 05/29/2022

DODGE (Area East of Hwy 26 including Chester Twp but excluding Emmet Twp), FOND DU LAC (Except Waupun), AND MANITOWOC (Schleswig) COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 22.39	18.80
Technician	\$ 33.19	21.12

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

FLECOETT 001 06 (01 / 2022

ELEC0577-001 06/01/2022

GREEN LAKE (N. Part including Twps of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Twps of Crystal Lake, Neshkoro, Newton, and Springfield), WAUPACA, AND WAUSHARA COUNTIES,

Rates Fringes

ELECTRICIAN.....\$ 37.41 29.50%+10.00 ELEC0890-005 06/01/2022 DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, AND WALWORTH COUNTIES Rates Fringes ELECTRICIAN.....\$ 40.70 25.95%+11.26 -----* ENGI0139-004 06/05/2023 Rates Fringes OPERATOR: Power Equipment (1) Cranes, Tower Cranes with or w/o attachments over 100 tons; Cranes, tower Cranes with boom, leads and or jib length 176 ft or longer.....\$ 47.53 25.89 (2) Cranes, Tower Cranes with or w/o attachments 100 tons or less; Cranes, Tower Cranes with boom, leads, and or jib lengths 175 ft or less.....\$ 46.28 25.89 (3) Travelling Crane (bridge type).....\$ 43.23 25.89 (4) Hydraulic Crane, 10 tons or less.....\$ 42.70 25.89 (6) Forklift.....\$ 39.10 25.89 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 IRON0008-012 06/01/2023 CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO AND WALWORTH (Northeastern part) COUNTIES Rates Fringes IRONWORKER.....\$ 43.40 30.67 Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. ______ IRON0383-004 06/01/2023

ADAMS, COLUMBIA, CRAWFORD, DODGE, FLORENCE, FOREST, GRANT, GREENE (Except S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER		· ·
* IRON0498-007 06/01/2023		
GREEN (S.E. 1/3) AND WALWORTH (Except N.E.	part) COUNTIES
	Rates	Fringes
IRONWORKER	•	47.08
* IRON0512-009 04/30/2023		
BARRON, BUFFALO, CLARK, DUNN, J TAYLOR AND TREMPEALEAU COUNTIES		IN, POLK, RUSK,
	Rates	Fringes
IRONWORKER	\$ 43.00	34.11
* IRON0512-023 04/30/2023		
ASHLAND, BAYFIELD, BURNETT, IRO SAWYER, VILAS AND WASHBURN COUN		ONEIDA, PRICE,
	Rates	Fringes
IRONWORKER	\$ 39.14	34.11
LAB00140-003 06/05/2023		
BUFFALO, CRAWFORD, GRANT, JACKS TREMPEALEAU (Southern part), AN		
	Rates	Fringes
Laborer, General Laborer: Asbestos/hazardous material remover (Preparation, Removal and Encapsulation of Hazardous Materials from Non-Mechanical		19.25
Systems)	\$ 33.55	19.25
NOTE: Mason Tender \$1.00 over Pipelayer \$1.00 over general		
LAB00268-001 06/05/2023		
AREA 1: BARRON, CLARK (West 1/TAYLOR (West 1/3)	3), DUNN, PE	EPIN, POLK, RUSK
AREA 2: CLARK (East 2/3), LANG TAYLOR (East 2/3), VILAS, WOOD	LADE, LINCO	DLN, ONEIDA, PRICE,
AREA 3: BURNETT, IRON, SAWYER,	WASHBURN	

Fringes

Rates

https://sam.gov/wage-determination/WI20230011/15

Laborer, General		
Area 1\$ 34.60	19.25	
Area 2\$ 33.95	19.25	
Area 3\$ 33.25	19.25	
Laborer: Asbestos/hazardous		
material remover		
(Preparation, Removal,		
, ,		
Encapsulation of Hazardous		
materials from Non-mechanical		
Systems)		
Area 1\$ 33.55	19.25	
Area 2\$ 33.55	19.25	
Area 3\$ 33.55	19.25	
NOTE: Mason Tender \$1.00 over general laborer.	Burnett, Iro	on,
Sawyer & Washburn \$.70 over general laborer.	,	,
Sanyer a nashourn \$170 over general laborer		
LAB00330-001 06/01/2023		
EMB00550 001 00/01/2025		
DODGE DOOR FLORENCE FOND DILLAC FOREST GREEN	ΙΙΔΚΕ	

DODGE, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, PORTAGE, SHAWANO, WAUPACA, WAUSHARA

	Rates	Fringes
Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems)	\$ 33.55	19.25
Laborers, General		19.25
NOTE: Mason Tender \$1.00 over places NOTE: Mason Tender	general laborer.	
LADU0404-005 00/05/2025		

ADAMS, COLUMBIA, GREEN, JEFFERSON, LAFAYETTE, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
Laborer, General Adams County Remaining Area Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous Materials from Non-mechanical		19.25 19.25
Systems)		
Adams CountyRemaining Area		19.25 19.25
LAB00464-008 06/01/2023		

	Rates	Fringes
Landscape Laborer	\$ 19.72	17.84

BAYFIELD (West of County Trunk A including the Iron River National Fish Hatchery and Great Lakes Transmission Co., Station 6) COUNTY

	Rates	Fringes	
Laborer, General Laborer: Asbestos/hazardous material remover	\$ 31.74	22.55	
(Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems)	\$ 33.55	19.25	

LAB01091-002 06/01/2023

ASHLAND & BAYFIELD (East of County Trunk A exclusive of the Iron River National Fish Hatchery and Great Lakes Transmission Co., Station 6) COUNTIES

	Rates	Fringes
Laborer, General Laborer: Asbestos/hazardous material remover (Preparation, Removal,	\$ 30.29	22.55
Encapsulation of Hazardous materials from Non-mechanical		
Systems)	\$ 33.55	19.25

PLAS0599-003 06/04/2023

PEPIN COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER. PLASTERER	· · · · · · · · · · · · · · · · · · ·	25.80 23.92

PLAS0599-007 06/04/2023

BUFFALO, CRAWFORD, JACKSON, JUNEAU, MONROE, POLK, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER. PLASTERER	•	25.80 23.92

PLAS0599-011 06/05/2023

GRANT, GREEN, IOWA, AND LAFAYETTE COUNTIES

	HER\$ 42.07 24.5	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER	•	24.59 25.81

^{*} PLAS0633-046 06/01/2023

BAYFIELD, PRICE, AND SAWYER COUNTIES

Fringes
22.13 23.23
23.23
AND HACHDURN COUNTIES
AND WASHBURN COUNTIES
Fringes
25.78
LAFAYETTE COUNTIES
Fringes
25.29
SAUK COUNTIES
Fringes
25.29
Fringes
25.47
DOOR, FOND DU LAC, E (Except Niagara), JPACA, WAUSHARA, AND
Fringes
17.57 19.06

PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, TAYLOR, TREMPEALEAU,

https://sam.gov/wage-determination/WI20230011/15

VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work)		
PLUM0601-006 06/01/2022		
DODGE (Watertown), GREEN, JEFFE	RSON, AND LAI	FAYETTE COUNTIES
	Rates	Fringes
PIPEFITTER (Including HVAC work)		28.93
PLUM0601-008 06/01/2022		
COLUMBIA, IOWA, MARQUETTE, RICH	LAND, AND SAI	JK COUNTIES
	Rates	Fringes
PIPEFITTER (Including HVAC work)		
SHEE0010-031 05/01/2008		
ASHLAND, BAYFIELD AND IRON COUN	TIES	
	Rates	Fringes
SHEET METAL WORKER	•	14.61
SHEE0018-003 06/01/2023		
FOND DU LAC AND MANITOWOC COUNT	IES	
	Rates	Fringes
Sheet Metal Worker (Including HVAC work)		31.07
SHEE0018-004 06/01/2023		
ADAMS, DOOR, FLORENCE, FOREST, MARQUETTE, MENOMINEE, OCONTO, S COUNTIES		
	Rates	Fringes
Sheet Metal Worker (Including HVAC work)		28.85
SHEE0018-014 06/01/2020		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
Sheet Metal Worker (Including HVAC work)		24.62

WALWORTH COUNTY

	Rates	Fringes
SHEET METAL WORKER (Including HVAC work)	\$ 41.00	35.23
SHEE0018-017 06/01/2022		
GREEN COUNTY		
	Rates	Fringes
Sheet Metal Worker (Including HVAC work)		32.94
SHEE0018-018 05/26/2019		
LANGLADE, LINCOLN, ONEIDA, PORTA	AGE, AND WO	OD COUNTIES
	Rates	Fringes
Sheet Metal Worker (Including HVAC work)		
Contracts \$120,000 or less Contracts over \$120,000	\$ 32.25	17.18 28.55
SHEE0018-022 06/01/2023		
BARRON, BUFFALO, BURNETT, CLARK PRICE, RUSK, SAWYER, TAYLOR, TR		
	Rates	Fringes
Sheet Metal Worker (Including HVAC work)	\$ 38.50	30.67
SHEE0018-023 05/29/2023		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
Sheet Metal Worker (Including HVAC work)	\$ 44.32	32.15
SHEE0018-024 06/01/2023	DTCIII AND	AND MEDNON COUNTIES
CRAWFORD, GRANT, JUNEAU, MONROE		
	Rates	Fringes
SHEET METAL WORKER (Including HVAC work)		29.19
TEAM0346-003 05/01/2023		
ASHLAND, BAYFIELD, BURNETT, SAW	YER & WASHI	NGTON COUNTIES
	Rates	Fringes
TRUCK DRIVER		

TEAM0662-002 06/01/2023

ADAMS, BARRON, BUFFALO, CLARK, DOOR, DUNN, JACKSON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MENOMINEE, OCONTO, ONEIDA, PEPIN, POLK, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR, TEMPEALEAU, WAUPACA & WOOD COUNTIES

	Rates	Fringes
TRUCK DRIVER 2 Axle Trucks 3 or more Axles	· ·	26.09 26.09
* SUWI2002-001 01/23/2002		
	Rates	Fringes
Fence Installers	.\$ 15.00 **	2.37
GLAZIER	.\$ 20.21	1.86
Painters: Brush & Roller (Excluding Drywall Finishing) Spray		2.55 2.25
Power Equipment Operator Backhoe Excavator Front End Loader	.\$ 17.37	7.61 7.45 4.61
ROOFER	.\$ 15.52 **	3.21
TRUCK DRIVER (3-Axle)	.\$ 15.28 **	4.78

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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.

^{**} Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



Wisconsin Department of Transportation

November 6, 2023

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #18: 2275-05-70, WISC 2024005

N 20th St

North Ave to Hopkins St

STH 57

Milwaukee County

Letting of November 14, 2023

This is Addendum No. 01, which provides for the following:

Schedule of Items:

	Revised Bid Item	Quantitie	S		
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
632.9101	Landscape Planting Surveillance and Care Cycles	EA	1	9	10

Plan Sheets:

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
230	Updated MQ table for Item 632.9101

Schedule of Items

Attached, dated November 6, 2023, are the revised Schedule of Items Page 4.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 230

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

END OF ADDENDUM

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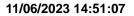
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	57.000 ID		
0004	201.0220 Grubbing	155.000 ID		
0006	204.0100 Removing Concrete Pavement	460.000 SY		<u>-</u>
8000	204.0115 Removing Asphaltic Surface Butt Joints	180.000 SY		
0010	204.0120 Removing Asphaltic Surface Milling	26,760.000 SY	·	·
0012	204.0150 Removing Curb & Gutter	3,650.000 LF		
0014	204.0155 Removing Concrete Sidewalk	2,396.000 SY		<u> </u>
0016	204.0195 Removing Concrete Bases	18.000 EACH		<u>-</u>
0018	204.0215 Removing Catch Basins	18.000 EACH		<u> </u>
0020	204.0255 Abandoning Catch Basins	24.000 EACH		
0022	204.0270 Abandoning Culvert Pipes	24.000 EACH		<u> </u>
0024	205.0100 Excavation Common	636.000 CY		<u>-</u>
0026	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	81.850 TON		
0028	211.0101 Prepare Foundation for Asphaltic Paving (project) 001. 2275-05-70	1.000 EACH		
0030	213.0100 Finishing Roadway (project) 001. 2275-05-70	1.000 EACH		







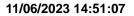
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	305.0120 Base Aggregate Dense 1 1/4-Inch	600.000 TON		
0034	320.0145 Concrete Base 8-Inch	60.000 SY		·
0036	320.0155 Concrete Base 9-Inch	210.000 SY		
0038	390.0100 Removing Pavement for Base Patching	2,445.000 CY		·
0040	390.0305 Base Patching Concrete HES	2,445.000 CY	·	·
0042	415.0090 Concrete Pavement 9-Inch	20.000 SY		·
0044	416.0610 Drilled Tie Bars	1,530.000 EACH	·	·
0046	416.0620 Drilled Dowel Bars	3,520.000 EACH		·
0048	455.0605 Tack Coat	3,211.000 GAL		
0050	460.2000 Incentive Density HMA Pavement	3,910.000 DOL	1.00000	3,910.00
0052	460.6223 HMA Pavement 3 MT 58-28 S	3,431.000 TON	·	·
0054	460.6224 HMA Pavement 4 MT 58-28 S	2,669.000 TON		·
0056	601.0322 Concrete Curb & Gutter 22-Inch	410.000 LF	·	·
0058	601.0331 Concrete Curb & Gutter 31-Inch	3,152.000 LF		·
0060	601.0600 Concrete Curb Pedestrian	240.000 LF		
0062	602.0410 Concrete Sidewalk 5-Inch	20,370.000 SF	·	







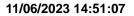
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	602.0515 Curb Ramp Detectable Warning Field Natural Patina	660.000 SF	·	
0066	602.0815 Concrete Driveway 7-Inch	160.000 SY		·
0068	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	1,154.000 LF		
0070	611.2004 Manholes 4-FT Diameter	2.000 EACH	<u>-</u>	
0072	611.3225 Inlets 2x2.5-FT	2.000 EACH		·
0074	611.8120.S Cover Plates Temporary	10.000 EACH		
0076	611.9705 Salvaged Manhole Covers	4.000 EACH		
0078	611.9710 Salvaged Inlet Covers	17.000 EACH		
0080	619.1000 Mobilization	1.000 EACH		·
0082	621.0100 Landmark Reference Monuments	2.000 EACH		·
0084	624.0100 Water	5.000 MGAL		
0086	625.0100 Topsoil	600.000 SY		·
0088	628.7005 Inlet Protection Type A	55.000 EACH		
0090	628.7015 Inlet Protection Type C	95.000 EACH		
0092	628.7020 Inlet Protection Type D	8.000 EACH		
0094	631.0300 Sod Water	13.300 MGAL		







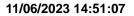
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	631.1000 Sod Lawn	600.000 SY		
0098	632.0101 Trees (species, root, size) 001. Apollo Maple (3.5-Inch Cal.)	7.000 EACH		
0100	632.0101 Trees (species, root, size) 002. Regal Pin Oak (3-Inch Cal.)	7.000 EACH		·
0102	632.9101 Landscape Planting Surveillance and Care Cycles	10.000 EACH		·
0104	637.2220 Signs Type II Reflective SH	469.500 SF		
0106	637.2230 Signs Type II Reflective F	60.900 SF	·	
0108	638.2102 Moving Signs Type II	3.000 EACH		
0110	638.2602 Removing Signs Type II	99.000 EACH		
0112	638.3000 Removing Small Sign Supports	14.000 EACH		
0114	642.5201 Field Office Type C	1.000 EACH		
0116	643.0300 Traffic Control Drums	33,594.000 DAY		
0118	643.0410 Traffic Control Barricades Type II	10,692.000 DAY		
0120	643.0420 Traffic Control Barricades Type III	15,642.000 DAY		
0122	643.0500 Traffic Control Flexible Tubular Marker Posts	42.000 EACH		
0124	643.0600 Traffic Control Flexible Tubular Marker Bases	84.000 EACH		







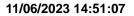
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	643.0705 Traffic Control Warning Lights Type A	31,284.000 DAY		
0128	643.0715 Traffic Control Warning Lights Type C	33,594.000 DAY		
0130	643.0900 Traffic Control Signs	16,170.000 DAY	·	
0132	643.0920 Traffic Control Covering Signs Type II	12.000 EACH	<u> </u>	
0134	643.1050 Traffic Control Signs PCMS	14.000 DAY		
0136	643.3250 Temporary Marking Line Removable Tape 8-Inch	900.000 LF	·	·
0138	643.5000 Traffic Control	1.000 EACH	·	
0140	644.1410 Temporary Pedestrian Surface Asphalt	1,760.000 SF	<u> </u>	
0142	644.1430 Temporary Pedestrian Surface Plate	1,760.000 SF		
0144	644.1440 Temporary Pedestrian Surface Matting	1,760.000 SF	·	
0146	644.1601 Temporary Pedestrian Curb Ramp	2,100.000 DAY	<u> </u>	
0148	644.1605 Temporary Pedestrian Detectable Warning Field	350.000 SF	·	·
0150	644.1810 Temporary Pedestrian Barricade	700.000 LF		
0152	646.1020 Marking Line Epoxy 4-Inch	5,690.000 LF		
0154	646.2020 Marking Line Epoxy 6-Inch	8,983.000 LF		
0156	646.5020 Marking Arrow Epoxy	18.000 EACH		







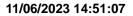
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0158	646.5220 Marking Symbol Epoxy	18.000 EACH		
0160	650.4000 Construction Staking Storm Sewer	44.000 EACH		
0162	650.5500 Construction Staking Curb Gutter and Curb & Gutter	3,120.000 LF	·	<u> </u>
0164	650.8501 Construction Staking Electrical Installations (project) 001. 2275-05-70	1.000 EACH		
0166	650.9000 Construction Staking Curb Ramps	34.000 EACH		
0168	650.9500 Construction Staking Sidewalk (project) 001. 2275-05-70	1.000 EACH		·
0170	650.9911 Construction Staking Supplemental Control (project) 001. 2275-05-70	1.000 EACH	<u>-</u>	<u> </u>
0172	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	405.000 LF	·	
0174	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,135.000 LF	·	
0176	652.0615 Conduit Special 3-Inch	2,805.000 LF		
0178	654.0101 Concrete Bases Type 1	25.000 EACH		
0180	654.0110 Concrete Bases Type 10	17.000 EACH		
0182	654.0120 Concrete Bases Type 10-Special	1.000 EACH		
0184	655.0230 Cable Traffic Signal 5-14 AWG	2,885.000 LF		
0186	655.0260 Cable Traffic Signal 12-14 AWG	5,175.000 LF	·	







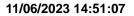
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0188	655.0270 Cable Traffic Signal 15-14 AWG	1,160.000 LF		
0190	655.0280 Cable Traffic Signal 19-14 AWG	280.000 LF		
0192	655.0305 Cable Type UF 2-12 AWG Grounded	9,170.000 LF		
0194	655.0515 Electrical Wire Traffic Signals 10 AWG	3,555.000 LF		
0196	655.0900 Traffic Signal EVP Detector Cable	4,120.000 LF		
0198	657.0100 Pedestal Bases	25.000 EACH	·	
0200	657.0350 Poles Type 10	17.000 EACH	·	
0202	657.0352 Poles Type 10-Special	1.000 EACH	·	
0204	657.0405 Traffic Signal Standards Aluminum 3.5- FT	9.000 EACH		·
0206	657.0420 Traffic Signal Standards Aluminum 13-FT	15.000 EACH	·	
0208	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH	·	
0210	657.0520 Monotube Arms 20-FT	9.000 EACH	·	
0212	657.0525 Monotube Arms 25-FT	4.000 EACH	·	
0214	657.0530 Monotube Arms 30-FT	4.000 EACH		
0216	657.0536 Monotube Arms 35-FT-Special	1.000 EACH	·	
0218	658.0173 Traffic Signal Face 3S 12-Inch	64.000 EACH		







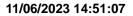
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0220	658.0412 Pedestrian Signal Face 12-Inch	40.000 EACH		
0222	658.5070 Signal Mounting Hardware (location) 001. Wright	1.000 EACH		<u></u>
0224	658.5070 Signal Mounting Hardware (location) 002. Center	1.000 EACH		
0226	658.5070 Signal Mounting Hardware (location) 003. Locust	1.000 EACH	·	
0228	658.5070 Signal Mounting Hardware (location) 004. Burleigh	1.000 EACH		
0230	658.5070 Signal Mounting Hardware (location) 005. Hopkins	1.000 EACH		·-
0232	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	16.000 EACH		
0234	661.0201 Temporary Traffic Signals for Intersections (location) 001. Wright	1.000 EACH	<u></u>	·
0236	661.0201 Temporary Traffic Signals for Intersections (location) 002. Center	1.000 EACH		
0238	661.0201 Temporary Traffic Signals for Intersections (location) 003. Locust	1.000 EACH		·
0240	661.0201 Temporary Traffic Signals for Intersections (location) 004. Burleigh	1.000 EACH		
0242	661.0201 Temporary Traffic Signals for Intersections (location) 005. Hopkins	1.000 EACH	<u></u>	·
0244	690.0150 Sawing Asphalt	3,230.000 LF		







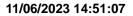
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0246	690.0250 Sawing Concrete	12,748.000 LF		
0248	715.0720 Incentive Compressive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0250	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,000.000 HRS	5.00000	15,000.00
0252	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	7,200.000 HRS	5.00000	36,000.00
0254	SPV.0060 Special 001. Utility Line Opening	20.000 EACH		·
0256	SPV.0060 Special 004. Adjusting Water Valve Boxes	49.000 EACH	·	·
0258	SPV.0060 Special 010. Temporary No Parking Signs	64.000 EACH	<u></u>	·
0260	SPV.0060 Special 102. Inlet Covers Type MS 57	46.000 EACH	·	
0262	SPV.0060 Special 103. Manhole Covers Type MS 58-A	46.000 EACH		
0264	SPV.0060 Special 110. Catch Basin Type 44-A	36.000 EACH		
0266	SPV.0060 Special 111. Catch Basin Type 44-B	4.000 EACH		
0268	SPV.0060 Special 115. Pipe Connection to Existing Structure	1.000 EACH		·
0270	SPV.0060 Special 201. Install City Precast Controller Base	5.000 EACH	<u></u>	·
0272	SPV.0060 Special 205. ATC Controller and Cabinet Installed	5.000 EACH		







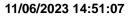
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0274	SPV.0060 Special 215. Electrical Service Pedestal	4.000 EACH		
0276	SPV.0060 Special 218. EVP 1 Direction Detector	20.000 EACH		
0278	SPV.0060 Special 221. EVP Phase Selector Card 4 Channel	5.000 EACH		
0280	SPV.0060 Special 223. EVP Confirmation Light	20.000 EACH		
0282	SPV.0060 Special 225. Vehicular Video Detection System- 2 Cameras	1.000 EACH		
0284	SPV.0060 Special 228. Electrical Riser	7.000 EACH		
0286	SPV.0060 Special 243. Remove Traffic Signals Wright	1.000 EACH		
0288	SPV.0060 Special 244. Remove Traffic Signals Center	1.000 EACH		
0290	SPV.0060 Special 245. Remove Traffic Signals Locust	1.000 EACH		
0292	SPV.0060 Special 246. Remove Traffic Signals Burleigh	1.000 EACH		
0294	SPV.0060 Special 247. Remove Traffic Signals Hopkins	1.000 EACH		·
0296	SPV.0060 Special 267. Pedestrian Countdown Signal Face 12-Inch	40.000 EACH		·
0298	SPV.0060 Special 268. Voice Instruction Audible Pushbutton	40.000 EACH		
0300	SPV.0060 Special 269. Voice Instruction Control Unit	5.000 EACH		







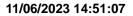
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0302	SPV.0060 Special 280. Round Aluminum Sign Post System in Soft Surface 7-Foot	6.000 EACH		
0304	SPV.0060 Special 281. Round Aluminum Sign Post System in Soft Surface 10-Foot	7.000 EACH		·
0306	SPV.0060 Special 282. Round Aluminum Sign Post System in Soft Surface 11-Foot	1.000 EACH		
0308	SPV.0060 Special 285. Round Aluminum Sign Post System in Concrete Surface 10-Foot	1.000 EACH		
0310	SPV.0060 Special 286. Round Aluminum Sign Post System in Concrete Surface 11-Foot	1.000 EACH		·
0312	SPV.0060 Special 291. Street Name Sign Mounting Hardware on Mast Arm	18.000 EACH		
0314	SPV.0060 Special 302. Pull Boxes 13-Inch x 24-Inch x 24-Inch	81.000 EACH		
0316	SPV.0060 Special 303. Fiberglass/Polymer Concrete Pull Boxes 17-Inch x 30-Inch x 24-Inch	42.000 EACH	·	<u>-</u>
0318	SPV.0060 Special 310. Remove Poles	76.000 EACH	<u>-</u>	<u></u>
0320	SPV.0060 Special 313. Poles Type 26-AL Banner Rated direct bury	53.000 EACH		
0322	SPV.0060 Special 315. Poles Type (22-Ft Aluminum, Direct Bury)	6.000 EACH		
0324	SPV.0060 Special 334. 40-Ft Wood Pole	35.000 EACH		
0326	SPV.0060 Special 339. Install Secondary Riser	7.000 EACH		







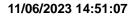
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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0328	SPV.0060 Special 343. Water tight Splices and Connections	235.000 EACH		
0330	SPV.0060 Special 345. Luminaire Arm Single Member 6-Ft	77.000 EACH		
0332	SPV.0060 Special 346. Luminaire ArmS Single Member 6-Ft WP Mount	23.000 EACH	·	
0334	SPV.0060 Special 353. Install Equipment Grounding Electrode	59.000 EACH	·	
0336	SPV.0060 Special 366. City Furnished Luminaire Utility High Pressure Sodium	26.000 EACH		·
0338	SPV.0060 Special 374. Luminaire Utility 1LED	6.000 EACH		
0340	SPV.0060 Special 375. Luminaire Utility 2LED	71.000 EACH		
0342	SPV.0060 Special 400. Adjusting CUC Manhole Covers	9.000 EACH		
0344	SPV.0060 Special 410. 4' Diameter "Doghouse" Manhole Type CUC	1.000 EACH	·	
0346	SPV.0060 Special 412. 5' Diameter "Doghouse" Manhole Type CUC	2.000 EACH		
0348	SPV.0060 Special 420. Removing CUC Manhole	3.000 EACH		
0350	SPV.0090 Special 003. Marking Crosswalk Epoxy Transverse Line 12-Inch	569.000 LF		·
0352	SPV.0090 Special 004. Marking Stop Line Epoxy 24-Inch	296.000 LF		







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Federal ID(s): WISC 2024005

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0354	SPV.0090 Special 005. Marking Crosswalk Line Epoxy Block Style 12-Inch	2,290.000 LF		
0356	SPV.0090 Special 300. City Supplied #8 Concentric 5kV cable	3,400.000 LF		·
0358	SPV.0090 Special 302. Electrical Cable Type 3#6 AL Triplex	1,499.000 LF		
0360	SPV.0090 Special 314. Remove Aerial Cable	4,050.000 LF		
0362	SPV.0090 Special 319. Liquidtight Flexible Nonmetallic Conduit 1 1/2-Inch	475.000 LF		
0364	SPV.0090 Special 323. Electrical Cable 3#4/1#8 XLPE USE-2	555.000 LF		·
0366	SPV.0090 Special 324. Electrical Cable 4#2/1#8 XLPE USE-2	8,950.000 LF		
0368	SPV.0090 Special 325. 3-Inch HDPE Conduit	10,100.000 LF		
0370	SPV.0090 Special 402. 2-Duct Conduit Cement Encased 4-Inch Rigid Nonmetallic Conduit DB-60	35.000 LF	<u></u>	·
	Section: 000	01	Total:	·
			Total Bid:	<u> </u>