

HIGHWAY WORK PROPOSAL

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

Proposal Number: **024**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Sheboygan	4291-03-70	WISC 2024016	Sheboygan Co, CTH Ta; Union Avenue to Erie Avenue	CTH TA

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
Contract Completion Time October 25, 2024	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 4%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State Wisconsin)

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

Type of Work:		For Department Use Only	
Grading, Base, Concrete Pavement, Asphalt Pavement, Curb and Gutter, Storm Sewer, Guardrail, Signs, Pavement Markings, Traffic Signals, Street Lighting, Watermain.			
Notice of Award Dated		Date Guaranty Returned	

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

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

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

<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.

- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

B. Submitting Electronic Bids

B.1 On the Internet

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
 Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelope but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

B Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

(Company Name) **(Affix Corporate Seal)**

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

Time Period Valid (From/To)
Name of Surety
Name of Contractor
Certificate Holder Wisconsin Department of Transportation

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

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the annual bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.

(Signature of Authorized Contractor Representative)

(Date)

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

Instructions for Certification

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

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

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

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

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STSP'S Revised June 29, 2023

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 4291-03-70, Sheboygan Co, CTH TA, Union Avenue to Erie Avenue, CTH TA, Sheboygan 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 grading, base aggregate dense, HMA pavement, concrete pavement, concrete curb & gutter, pavement marking, permanent signing, traffic signals, storm sewer, guardrail, erosion control, traffic control and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

A General

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

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

B Contractor Coordination

Have a superintendent or designated representative for the prime contractor on the job site during all work operations, including periods limited to only subcontractor work operations, to serve as a primary contact and to coordinate all work operations.

Hold progress meetings once per week. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work to begin within the next two weeks are to attend and provide a written schedule of the next week(s) operations. Include beginning and ending dates of specific prime and subcontractor work operations. Agenda items shall include a review of contractor's schedule and subcontractor's schedule, evaluation of progress and pay items, and revisions, if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems of conflicts between contractors.

Based on the progress meeting, if a new revised schedule is requested by the engineer, submit it within 7 calendar days. Failure to submit a new schedule within 7 days shall result in the engineer holding pay requests until received.

C Work Restrictions

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

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

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during nighttime hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing 3 business days prior to performing such work.

Maintain pedestrian facilities in compliance with Americans with Disabilities Act Accessibility Guidelines (ADAAG) at all times. Construct temporary pedestrian access accommodations (crosswalks, curb ramps, and pedestrian surfaces) as shown in the plans, or where necessary, as directed by the engineer and following Standard Detail Drawing 15D30-08. Payment for the construction of temporary pedestrian access accommodations will be made by the department under the bid items Temporary Pedestrian Surface Asphalt and Temporary Pedestrian Curb Ramp, unless otherwise shown on the plans.

Existing trees, street light poles, and other utility poles are to remain in place during construction, unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between features for the paving and grading equipment.

Do not switch traffic to the next construction stage until all signing, pavement marking, traffic control devices for the stage are in place, conflicting pavement markings and signs are covered or removed, and approval is received from the engineer.

Do not construct or close the east leg of New Jersey Avenue and Taylor Drive Frontage Road concurrently. Maintain access to Taylor Drive Frontage Road at all times, except for specific construction operations as shown on the plans.

D Northern Long-eared Bat (*Myotis septentrionalis*)

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

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

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

To avoid adverse impacts upon the NLEBs, no tree clearing is allowed between April 1 and October 31, both dates inclusive. If the required tree clearing is not completed by March 31, the department will suspend all tree clearing and associated work directly impacted by clearing.

Tree clearing is limited to that which is specified in the plans. Contractor means and methods to remove additional trees will not be allowed. If it is determined that additional trees with a 3-inch or greater diameter at breast height (dbh) need to be removed beyond contractor means and methods, notify the engineer to coordinate with the WisDOT REC to determine if consultation with United States Fish and Wildlife Service (USFWS) is required. The contractor must be aware that the WisDOT REC and/or USFWS may not permit modifications.

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

4. Traffic.

General

The work under this item shall conform to the requirements of standard spec 643, the Manual on Uniform Traffic Control Devices (MUTCD), and as hereinafter provided. The traffic requirements are subject to change at the direction of the engineer in the event of an emergency, local event, or significant traffic delays.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control as shown on the plans. Submit the plan 14 days before the preconstruction conference, or if after the preconstruction conference, 14 days before the intended use of the revised traffic control. A request does not constitute approval.

Do not disturb, remove, or obliterate any traffic control signs, or advisory signs in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at the contractor's expense.

General Requirements for Incident Management

Incidents within the construction zone or advanced warning zone will be handled by the City of Sheboygan first responders (police, fire, and emergency medical services [EMS]), or the Sheboygan County Sheriff's Department according to standard operating protocol.

Provide 24-hour contact information, including current telephone number(s), to the engineer, local City of Sheboygan first responders (police, fire, EMS), City of Sheboygan and Sheboygan County representatives, and the Sheboygan County Sheriff's Department in the event that a safety hazard develops.

Provide 24 hour-a-day availability of equipment and forces to expeditiously restore devices such as, but not limited to, pavement marking, lights, signs, drums, barricades, arrow boards, or other traffic control devices that are damaged or disturbed. The department will pay for materials that the engineer deems necessary to maintain these items at contract unit prices, or as extra work, if the disturbance or damage is not the result of the contractor's operations, negligence, or noncompliance with the requirements of the contract.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles, bicyclists, and pedestrians on the roadways, sidewalks, and path. This includes the following:

1. Do not park or store any vehicle, piece of equipment, or construction materials within the roadway lateral clearance or on adjacent streets beyond the project limits without approval of the engineer.
2. No operations shall take place until all traffic control devices for such work are in the proper location.
3. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic, bicyclists, and pedestrians.
4. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1,000 feet. Activate the beam when merging into or exiting a live traffic lane.

Maintain areas for turning vehicles at all times, except for specific construction operations in those areas. Undistributed quantities of Base Aggregate Dense 1 1/4-Inch are included in this contract to accommodate the turning movements.

Maintain a minimum 1-foot lateral clearance from the edge of live travel lanes to all traffic control devices.

Do not use flag persons to direct, control, or stop traffic, unless provided written approval from the engineer.

Upon utilizing the crossovers, designate a representative to monitor the condition of the temporary pavement for a period of not less than 8 hours after the switch and prior to beginning any work that may take place upon the existing roadway after completion of the traffic switch. Should the temporary pavement show signs of failure, immediately notify the engineer.

Maintain existing traffic signals within project limits and functionality of the shared-use path lighting system on County Trunk Highway (CTH) TA. Maintain existing traffic signals at each intersection until temporary traffic signals are in place and operating at that intersection.

General Traffic Operations During All Stages

Maintain one lane of traffic in each direction on CTH TA between Union Avenue and Erie Avenue within the project limits at all times.

Maintain a minimum lane width of 11 feet at all times during construction, unless otherwise shown on the plans.

Clear Zone Working Restrictions

Limit the length of open utility trenches adjacent to live travel lanes or pedestrian routes to 100 feet. Backfill or plate utility trenches adjacent to live travel lane during non-working hours.

If unsure whether an individual work operation will meet the safety requirements for working within the lateral clearance, review the proposed work operation with the engineer before proceeding with the work.

Property Access

Maintain access to all commercial and private entrances at all times for local residents, businesses, emergency vehicles, garbage pickup, and postal services on existing pavement, temporary pavement, or base aggregate dense according to the plans or as directed by the engineer. Maintain a minimum travel width of 20 feet for temporary access to business entrances and a minimum travel width of 10 feet for temporary access to residential entrances. Additional intermediate construction staging or staging gaps, not shown on the plans, may be necessary to maintain continuous access to all properties. A minimum of one driveway access shall be maintained at all times for businesses having multiple access points. Contact the property owner 48 hours prior to removing any existing entrance in order to coordinate temporary closures. Restore private entrances, including a gravel surface, within 12 hours of removal.

If the contractor coordinates the closure of any access to a business or private property with the owner(s), provide written documentation of coordination with the owner(s) to the engineer, prior to the start of work regarding the access closure.

Pedestrian Access

Maintain pedestrian access, including access to all businesses and residences at all times, in compliance with the current ADAAG within the project limits by means of existing sidewalk, Temporary Pedestrian Surface Asphalt bid item, Temporary Pedestrian Curb Ramp bid item, or new sidewalk at a minimum width of 5 feet. Preserve the existing sidewalk as long as practicable to maintain pedestrian access. Provide temporary pedestrian access as detailed in the plans and as directed by the engineer. Place Temporary Pedestrian Barricade as shown in the plans and as directed by the engineer. When required as shown in the plans, close sidewalks according to the standard detail drawing "Traffic Control, Pedestrian Accommodation."

Traffic Control Signs PCMS

Install Traffic Control Signs PCMS at the project ends to notify motorists of upcoming construction activities one week before the start of construction activities and one week prior to beginning each construction stage or prior to any detour. These timeframes may be adjusted by the engineer.

Coordinate the locations of Traffic Control Signs PCMS with the engineer. Obtain acceptance from the engineer for all messages for all Traffic Control Signs PCMS.

Advance Notification

Notify City of Sheboygan first responders, Sheboygan County Sheriff's Department, Shoreline Metro Transit, garbage and recycling pick-up companies, local school districts, and the post office two weeks in advance of all traffic switches, lane closures, road closures, and detours. Notifications should be confirmed with all parties 1 week before implementation. Parties shall also be notified if a closure is cancelled. Parties who shall be contacted include, but are not limited to, the following:

City of Sheboygan Fire Department	(920) 459-3322
Sheboygan County Sheriff's Department	(920) 459-3111
Shoreline Metro Transit	(920) 459-3140
Sheboygan Lutheran High School	(920) 452-3323
Sheboygan Area School District	(920) 459-3500

Shoreline Metro will provide temporary bus stop signs for existing bus stops that will require relocating during construction. Contact Derek Muench at (920) 459-3140 one week in advance of traffic switches to coordinate temporary bus stop sign installation.

Traffic Control Operations

The below construction staging descriptions are included to assist the contractor and its subcontractors; do not interpret this information as a demonstration of specified means and methods. Coordinate the schedule of operations for the construction staging as shown in the plans and as noted in these special provisions. Do not move operations within the proposed construction staging unless modifications to the staging and schedule are approved in writing by the engineer. Address traffic, construction, transit, and pedestrians with any proposed staging modifications provided to the engineer.

Pre-Stage 1

Traffic

Maintain two lanes of traffic on CTH TA in both directions within the project limits on the existing pavement. Close one lane in each direction on CTH TA in the area of temporary pavement work as shown in the plans. Close one lane on Taylor Drive Frontage Road as shown in the plans. At the Erie Avenue intersection, restrict the northbound left turn movement.

Construction

Construct the temporary median crossovers north and south of the project limits, temporary asphalt in median areas near both the Taylor Frontage Road intersection and the Erie Avenue intersection, and any other required temporary pavement as shown in the plans.

Pedestrians

Maintain all existing pedestrian accommodations as shown in the plans.

Stage 1

Traffic

Shift mainline traffic to the northbound side of CTH TA and provide one lane in each direction on the existing northbound pavement as shown in the plans. At the Union Avenue intersection, maintain all turning movements, except for the westbound right-turning movement for trucks. At the University Drive intersection, maintain all turning movements. At the Indiana Avenue intersection, maintain all turning movements, except for the eastbound right-turn movement for trucks, and the westbound right-turn movement for trucks. At the New Jersey Avenue intersection, maintain all turning movements, except for the eastbound right-turn movement for trucks. At the Taylor Frontage Road intersection, maintain all turning movements, except for the westbound left-turn movement for trucks. At the Erie Avenue intersection, maintain all turning movements, except for the southbound left-turn movement for trucks. At the Meijer Driveway intersection, maintain all turning movements, except for the eastbound right-turn movement for trucks and the eastbound left-turn movement for trucks. Truck traffic exiting the Meijer shopping center can use the exit on Erie Avenue.

Construction

Construct the southbound lanes of CTH TA, the west leg of University Drive, the west leg of New Jersey Avenue, the western one-half of the pavement replacement work on the south leg of the Erie Avenue intersection, and any temporary pavement required for future stages as shown in the plans.

Pedestrians

Maintain existing pedestrian facilities as shown in the plans. Close the south leg and west leg pedestrian crossings at the CTH TA and Erie Avenue intersection as shown in the plans.

Stage 2

Traffic

Shift mainline traffic to the southbound side of CTH TA and provide one lane in each direction on the newly constructed southbound pavement as shown in the plans. At the Union Avenue intersection, maintain all turning movements, except for the eastbound right-turn and westbound right-turn movements for trucks. At the University Drive intersection, maintain all turning movements. At the Indiana Avenue intersection, maintain all turning movements, except for the eastbound right-turn movement for trucks and the westbound right-turn movement for trucks. At the New Jersey Avenue intersection, maintain all turning movements, except for the eastbound right-turn movement for trucks. At the Taylor Frontage Road intersection, restrict turning movements onto the east leg. At the Erie Avenue

intersection, maintain all turning movements, except for the westbound left-turn movement for trucks and the eastbound right-turn movement for trucks. At the Meijer Driveway intersection, maintain all turning movements, except for the eastbound right-turn movement for trucks and the eastbound left-turn movement for trucks. Truck traffic exiting the Meijer shopping center can use the exit on Erie Avenue.

Construction

Construct the northbound lanes of CTH TA, the east leg of the Taylor Frontage Road intersection, and the eastern one-half of the pavement replacement work on the south leg of the Erie Avenue intersection.

Pedestrians

Maintain existing pedestrian facilities as shown in the plans. Close the south leg pedestrian crossing at the CTH TA and Erie Avenue intersection as shown in the plans.

Stage 2A

Traffic

Maintain mainline traffic on the southbound side of CTH TA and continue to provide one lane in each direction as shown in the plans. At the Union Avenue intersection, maintain all turning movements, except for the eastbound right-turn and westbound right-turn movements for trucks. At the New Jersey Avenue intersection, restrict turning movements onto the east leg and the eastbound right-turn movement for trucks. At Taylor Frontage Road, maintain all turning movements.

Construction

Construct the northbound lanes of CTH TA, the east leg of the New Jersey Avenue intersection, and the eastern one-half of the pavement replacement work on the south leg of the Erie Avenue intersection. Construct the water main work as shown in the plans.

Pedestrians

Maintain existing and proposed pedestrian facilities as shown in the plans. Provide temporary bicycle and pedestrian accommodations on the east leg of the New Jersey Avenue intersection and on CTH TA from Station 117+85 to Station 120+40 as shown in the plans.

Stage 3

Traffic

Maintain two lanes of traffic on CTH TA in both directions, on their respective sides, within the project limits on the newly constructed pavement. Close one lane in each direction on CTH TA in the areas of the crossover restoration work or median work, as shown in the plans. Close the east leg of Taylor Drive Frontage Road as shown in the plans.

Construction

Reconstruct and restore the median crossovers north and south of the project limits as shown in the plans. Construct the east leg of Taylor Drive Frontage Road, CTH TA median work, and the upper layer with 2.5 inches of HMA Pavement 4 MT 58-28 H on CTH TA as shown in the plans.

Pedestrians

Maintain all facilities as shown in the plans. Provide temporary pedestrian accommodations on the east leg of Taylor Drive Frontage Road as shown in the plans.

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 CTH TA 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 Monday, July 8, 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 3 working days before the site will be ready for the utility owner to begin its work.

Additional detailed information regarding the location of the relocated utility facilities is available on the permits issued to the utility companies.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Use caution to protect the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Prospective bidders are cautioned that the arrangements set forth in this article represent the utility companies' best estimate of their plans to relocate and/or adjust conflicting facilities.

There may be discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner or representative to coordinate construction activities and proper removal or disposal of said facility as necessary.

Known utilities in the project area are as follows, and station locations are approximate locations.

Alliant Energy (Electric)

Alliant Energy has underground facilities along and beneath CTH TA near the New Jersey Avenue intersection. Facilities continue along the northbound side of CTH TA behind the curb line from New Jersey Avenue to the northern project limit. Facilities are also located on the west side of CTH TA outside the curb line at the northern project limit.

No conflicts are anticipated, and the existing facilities are to remain.

AT&T (Communications)

AT&T has both copper and fiber facilities throughout the project area on both sides of CTH TA. There are multiple facility crossings along CTH TA as well.

No conflicts are anticipated, and the existing facilities are to remain.

ATC (Electric)

ATC has overhead 69 kV transmission facilities located near the northern project limit at the Erie Avenue intersection.

No conflicts are anticipated, and the existing facilities are to remain.

Charter (Communications)

Charter has both overhead and underground facilities throughout the project. Facilities cross CTH TA near Union Avenue. Facilities run along the southbound side of CTH TA, outside of the curb line, and cross CTH TA near New Jersey Avenue. Facilities continue along the northbound side of CTH TA outside the curb line from New Jersey Avenue to the northern project limit. Facilities are also on the west side of CTH TA outside the curb line at the northern project limit.

No conflicts are anticipated, and the existing facilities are to remain.

City of Sheboygan (Electric)

The City of Sheboygan has facilities along the northbound side of CTH TA throughout most of the project.

No conflicts are anticipated.

City of Sheboygan (Sanitary)

The City of Sheboygan has sanitary sewer facilities beneath CTH TA near the southern project limit at Union Avenue, beneath CTH TA near New Jersey Avenue, and near the northern project limit beneath Erie Avenue.

No conflicts are anticipated, and the existing facilities are to remain.

Sheboygan Water Utility (Water)

Sheboygan Water Utility has facilities that run beneath CTH TA near the southern project limit, near the Indiana Avenue intersection, near the New Jersey Avenue intersection, and near the northern project limit at Erie Avenue.

Sheboygan Water Utility facilities will be adjusted and/or replaced according to the plans. This work will be done as part of the project. No other relocations are required other than what is shown in the project plans.

TC Energy (Gas)

TC Energy has an 8.625-inch pipeline that crosses beneath CTH TA just north of the Taylor Drive Frontage Road intersection, approximately 1,300 feet south of Erie Avenue.

No conflicts are anticipated, and the existing facility is to remain. Presence of a TC Energy field representative is required when working within 100 feet of the existing facility listed above. Please contact TC Energy prior to any planned work within 100 feet of the existing facility.

Windstream (Communications)

Windstream has underground facilities that cross CTH TA outside of the construction limits near the Indiana Avenue intersection.

No conflicts are anticipated, and the existing facilities are to remain.

Wisconsin Public Service (Gas)

Wisconsin Public Service has underground facilities that are located along the entire project length, primarily along the northbound and southbound sides of CTH TA outside the curb lines. Facilities cross beneath CTH TA in several locations throughout the project limits.

Wisconsin Public Service will be performing the following relocations to avoid conflicts with the proposed work:

1. A new 8-inch steel main will be installed on the west side of CTH TA from Station 138+50 to Station 142+00.
2. A new 8-inch steel main will be installed on the west side of CTH TA from Station 167+75 to Station 169+50.
3. A new 16-inch steel main will be installed crossing CTH TA near Station 169+50.
4. A new 16-inch steel main will be installed on the west side of CTH TA from Station 169+50 to the northern project limit.
5. A new 16-inch steel main will be installed crossing CTH TA near Station 197+25.
6. A new 4-inch plastic main will be installed on the west side of CTH TA from Station 197+50 to the northern project limit.

This work is scheduled to begin in August 2023 and be completed by the end of November 2023.

If any unusual situation arises that requires assistance with existing gas facilities, contact the 24-hour customer service number: 1 (800) 450-7260. In the event of a gas emergency (e.g., damage to a gas-carrying facility, including nicks, dents, scratches, gas blowing, etc.), please contact the Wisconsin Public Service Gas Emergency number: 1 (800) 450-7280.

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

Both the engineer and Sheboygan Water Utility (water main) personnel will inspect construction of water main under this contract. However, construction staking, testing, and acceptance of the water main construction will be by Sheboygan Water Utility.

8. Referenced Construction Specifications.

Construct the work enumerated below conforming to the City of Sheboygan Department of Public Works Technical Standards Right-of-Way Excavation and the Standard Specifications for Sewer and Water Construction in Wisconsin - latest addition. 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:

Water Main

stp-105-002 (20130615)

9. Railroad Insurance and Coordination - Union Pacific Railroad Company.

A Description

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

A.1 Railroad Insurance Requirements

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

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

Also send a copy to the following: Jared Kinziger, NE Region Railroad Coordinator; 944 Vanderperren Way, Green Bay, WI 54304; Telephone (920) 492-7713; E-mail: jared.kinziger@dot.wi.gov.

Include the following information on the insurance document:

- Project ID: 4291-03-70
- Project Location: City of Sheboygan, Wisconsin
- Route Name: CTH TA, Sheboygan County
- Crossing ID: 910720F
- Railroad Subdivision: Kohler
- Railroad Milepost: 1.82
- Work Performed on or within 50' of RR right-of-way: Traffic control and reconstruct bridge approaches

A.2 Train Operation

Approximately 0 through freight trains operate monthly at up to 10 mph.

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

Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 544-5131; E-mail ctkecke@up.com or Richard Ellison, Project Coordinator, 207 Powell Avenue, Labadie, MO, 63055; Telephone (847) 323-7197; E-mail richardellison@up.com for consultation on railroad requirements during construction.

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

Flagging Contact

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

Cable Locate Contact

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

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

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

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

stp-107-026 (20230629)

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

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

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). The permit can be found at:

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

A certificate of permit coverage is available from the regional office by contacting Douglas Kirst, P.E. at (920) 362-0389. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

11. Construction Over or Adjacent to Navigable Waters.

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

stp-107-060 (20171130)

12. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

13. Erosion Control.

Supplement standard spec 107.20 with the following:

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

Provide the ECIP 14 days prior to the pre-construction conference. Do not implement the ECIP until it has received department approval and perform all work according to the approved ECIP.

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

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

Re-apply topsoil on graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and/or mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed.

Do not allow any excavation for structures, utilities, grading, or maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Prior to each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, according to Wisconsin Department of Natural Resources (WDNR) Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and scheduled duration proposed for each operation. Per Code 1061, include

all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge toward or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the project.

Keep all public roadways clean and free from dirt and debris at all times. Provide a self-contained mechanical or air conveyance street sweeper, and dispose of the accumulated material.

Do not wash out equipment in drainage ways or direct conduits to waters of the state. Keep slurry out of inlets and drainage ways. Remove all temporary erosion control measures after disturbed areas are stabilized or at the direction of the engineer.

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

14. Archaeological and Historical Findings.

Add the following to standard spec 107.25:

Do not run or store equipment, stockpile materials, set up materials processing or plant sites, excavate, or in any way disturb areas outside of the grading limits adjacent to the following locations:

1. Parallel to CTH TA from Station 140+00 to Station 148+00 left (burial site).
2. Parallel to CTH PP from Station 153+00 to Station 170+00 left and right (burial site).

Monitoring of Construction Activities by a Qualified Archaeologist

Notify WisDOT Cultural Resources (Lynn Cloud) at (608) 266-0099 to make arrangements for an archaeologist to be present to monitor construction activities that disturb the ground including, but not limited to, removal of topsoil, clearing, grubbing, grading, and ditching, 2 weeks prior to commencing the construction activities at the following locations:

1. Parallel to CTH TA from Station 140+00 to Station 148+00 within the limits of construction.
2. Parallel to CTH PP from Station 153+00 to Station 170+00 within the limits of construction.

A burial site protected under Wisconsin Law 157.70 is located within and beyond the construction limits at Station 140+00 to Station 148+00, including CTH TA right-of-way. A burial site protected under Wisconsin Law 157.70 is located within and beyond the construction limits at Station 153+00 to Station 170+00, including CTH TA right-of-way. These burial sites, and any additional burial sites within the limits of construction that may be identified, shall be avoided. No use of these areas will be allowed for any reason.

15. Notice to Contractor – Contamination Beyond Construction Limits.

A limited phase 1 hazardous materials assessment indicated that a diesel fuel spill impacted the detention pond in the northwest corner of CTH TA and Union Avenue.

Control construction operations on the project so that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Doug Kirst, douglas.kirst@dot.wi.gov, (920) 362-0389.

16. Pre-Electrical Work Meeting

Arrange and attend one Pre-Electrical Work Meeting to discuss proposed traffic signal and electrical work. Hold the meeting a minimum of one week prior to beginning any traffic signal or electrical work. Invite representatives from all parties involved in traffic signal or electrical work. Contact Kim Bradley (WisDOT Northeast Region Signal and ITS Engineer, 920-366-7521) a minimum of one week prior to the meeting.

17. Traffic Signals and Lighting, General.

Ordering Traffic Signal and Lighting Equipment

Order traffic signal equipment and lighting equipment such that all equipment can be procured and installed prior to the contract completion date.

One week prior to placing any orders for traffic signal or lighting equipment, review the equipment list with the City of Sheboygan. Contact Mike Willmas at (920) 459-3444.

All pedestal bases, transformer bases, poles Type 3, traffic signal standards, trombone arms, monotube poles, monotube arms, and traffic signal luminaire arms shall be painted black. All painting shall be done by the manufacturer.

18. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

19. QMP HMA Pavement Nuclear Density.

A Description

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

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

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

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

<http://www.atwoodsystems.com/>

B Materials

B.1 Personnel

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges according to CMM 815.2.
- (2) Furnish nuclear gauges from the department's approved product list at <https://wisconsin.gov/Pages/doing-bus/eng-consultants/cnsit-rsrcs/tools/appr-prod/default.aspx>

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

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

B.3.2.2 Reference Site Monitoring

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

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

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

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

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

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

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

B.5 Department Testing

B.5.1 Verification Testing

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

- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

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

stp-460-020 (20230629)

20. 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)

21. Pull Boxes Steel 24x42-Inch, Item 653.0140.

Supplement standard spec 653.2 to include the following:

The pull box covers shall have the following words imprinted from the manufacturer on the cover:

Cover for traffic signal pull boxes = TRAFFIC SIGNAL

22. Electrical Service Meter Breaker Pedestal CTH TA & Taylor Frontage Road, Item 656.0200.01.

Supplement standard spec 656.2.3 to include the following:

(2) The department will be responsible for the electrical service installation request for any department maintained facility. Notify the maintaining authority if the signal is not state maintained. It is the authority’s responsibility to arrange for the electrical service installation.

(3) Electrical utility company service installation and energy cost will be billed to and paid for by the maintaining authority.

(4) Install the cabinet base and meter breaker pedestal first so the electrical utility company can install the service lateral. Install a 3-inch conduit from the point of service from the utility to the meter breaker pedestal. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electrical utility company.

Supplement standard spec 656.5 to include the following:

(8) Payment is full compensation for grading the service trench; replacing topsoil; and fertilizing, seeding, and mulching to restore the disturbed area of the service trench.

23. 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.

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 NUMBER	DESCRIPTION	UNIT
659.5000.S	Lamp, Ballast, LED, Switch Disposal by Contractor	EACH

Payment for Lamp, Ballast, LED, Switch Disposal by Contractor 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)

24. Storm Sewer Cut-In, Item SPV.0060.01.

A Description

This special provision describes cutting in, or tapping, various sized storm sewer pipes into existing structures, including manholes, inlets, or other pipes at locations shown on the plans.

Perform the work according to the applicable provisions of standard spec 607 and standard spec 611, and as hereinafter provided.

B (Vacant)

C Construction

Cut into the existing structure to allow the pipe to be flush with the interior wall of the existing pipe or structure.

All necessary temporary shoring needed for construction of this item will not be paid for separately but will be included in this item of work.

D Measurement

The department will measure Storm Sewer Cut-In as each individual storm sewer cut-in, 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.0060.01	Storm Sewer Cut-In	EACH

Payment is full compensation for providing all materials, including saw cuts; excavating; removing concrete; providing and removing sheeting and shoring; making connections to new or existing facilities; and cleaning out.

25. Adjusting Valve Box, Item SPV.0060.02.

A Description

This special provision describes adjusting water valve boxes.

B (Vacant)

C Construction

Adjust valve boxes by turning the box. Seat the valve box on the adjusting threads to prevent future settlement. Adjust the box to conform to the finished pavement and to be plumb to allow valve operation. Notify the engineer to check the operation of the valve after box adjustment. Do not pave until the valve box adjustment operation has been checked.

D Measurement

The department will measure Adjusting Valve Box as each individual valve box adjustment, 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.0060.02	Adjusting Valve Box	EACH

Payment is full compensation for providing all materials for adjusting each valve box.

26. 24-Inch Butterfly Valve and Valve Box, Item SPV.0060.03.

A Description

Furnish and install 24-Inch Butterfly Valve and Valve Box according to the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin (latest edition), as shown on the plans, and hereinafter provided.

B Materials

Butterfly valves shall conform to AWWA C504.

Butterfly valves shall be of the mechanical joint body type and have a pressure rating of not less than Class 150B. They shall be of the resilient-seated type and in conformance with the following specific additional requirements:

1. Valves shall be intended for direct burial in an essentially vertical position in horizontal pipelines and be of the non-rising stem design, with O-ring stem seals, standard size (2 inch) wrench nut, and opening left (counterclockwise).
2. Mechanical joint valves shall be complete with standard joint accessories conforming to the latest revision of ANSI/AWWA C111/A21.11, except that the mechanical-joint bolts and nuts shall be the high-strength, low-alloy steel, and that gaskets shall not be lead-tipped.
3. Gland and bonnet bolting materials shall be 304 stainless steel, factory installed prior to testing.
4. Internal and external surfaces of the valve body and bonnet shall be epoxy coated, according to the latest revision of AWWA C550.
5. Bolting materials shall be coated with a non-sticky, non-brittle petroleum asphaltic coating by contractor prior to installation, if not already coated by supplier with a similar corrosion-inhibiting material.

C Construction

Support valves in vertical positions on solid concrete block or concrete support. If wood blocking and shims are used, they shall be hardwood. Loose and soft ground shall be removed and replaced with stone and blocking of size sufficient to provide stable and unsettling support.

Valve boxes shall be entirely of cast iron (Tyler Series, USA made) according to the requirements of this section. Box lids shall be drop type, with 1 1/2-inch skirt, marked "WATER," sized to fit properly.

In areas where valve boxes will be adjusted at the time of future roadway construction, as indicated by the future grade line shown on the plans, valve box length shall be as required, when possible, to allow the box to be adjusted to the future grade without adding, removing, or replacing box sections. In other areas, valve box length shall be as required to allow nearly equal adjustment in either direction from the installed elevation.

Top sections and risers which are less than 10 inches in length are not allowed.

D Measurement

The department will measure 24-Inch Butterfly Valve and Valve Box 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.0060.03	24-Inch Butterfly Valve and Valve Box	EACH

Payment is full compensation for installation of the butterfly valve, valve box, and valve box adaptor; all excavation and disposal of excavated material, except for rock excavation; sawing and breaking pavement; forming foundation; replacing unstable foundation materials; sheeting, shoring, and bracing; dewatering; backfilling, and compacting; providing and compacting stone bedding, cover material, and granular backfill; trench maintenance; restraint; polyethylene wrap; tracer wire; all testing; and restoring the site of the work.

**27. 10-Inch Gate Valve and Valve Box, Item SPV.0060.04;
6-Inch Gate Valve and Valve Box, Item SPV.0060.05.**

A Description

Furnish and install Gate Valve and Valve Box according to the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin (latest edition), as shown on the plans, and hereinafter provided.

B Materials

Gate valves shall conform to the latest revision of AWWA C509 (resilient-seated) or AWWA C515 (ductile body resilient-seated).

When gate valves are specified in sizes 4 inches through 12 inches, they shall be of the resilient-seated type and in conformance with the following specific additional requirements:

1. Valves shall be intended for direct burial in an essentially vertical position in horizontal pipelines and be of the non-rising stem design, with O-ring stem seals, standard size (2 inch) wrench nut, and opening left (counterclockwise).
2. Valve ends shall be mechanical joint, unless otherwise specified, complete with standard joint accessories conforming to the latest revision of ANSI/AWWA C111/A21.11, except that the MJ bolts and nuts shall be the high-strength, low-alloy steel, and that gaskets shall not be lead-tipped.
3. Gland and bonnet bolting materials shall be 304 stainless steel, factory installed prior to testing.
4. Internal and external surfaces of the valve body and bonnet shall be epoxy coated, according to the latest revision of AWWA C550.
5. Bolting materials shall be coated with a non-sticky, non-brittle petroleum asphaltic coating by contractor prior to installation, if not already coated by supplier with a similar corrosion-inhibiting material.

C Construction

Support valves in vertical positions on solid concrete block or concrete support. If wood blocking and shims are used, they shall be hardwood. Loose and soft ground shall be removed and replaced with stone and blocking of size sufficient to provide stable and unsettling support.

Valve boxes shall be entirely of cast iron (Tyler Series, USA made) according to the requirements of this section. Box lids shall be drop type, with 1 1/2-inch skirt, marked "WATER," sized to fit properly. Valve boxes for use with gate valves and air release assemblies shall be three-piece, Tyler Series 6860, with base section as required for valve size.

In areas where valve boxes will be adjusted at the time of future roadway construction, as indicated by the future grade line shown on the plans, valve box length shall be as required, when possible, to allow the box to be adjusted to the future grade without adding, removing, or replacing box sections. In other areas, valve box length shall be as required to allow nearly equal adjustment in either direction from the installed elevation.

Top sections and risers that are less than 10 inches in length are not allowed.

D Measurement

The department will measure 10-Inch and 6-Inch Gate Valve and Valve Box 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.0060.04	10-Inch Gate Valve and Valve Box	EACH
SPV.0060.05	6-Inch Gate Valve and Valve Box	EACH

Payment is full compensation for installation of the gate valve, valve box, and valve box adaptor; all excavation and disposal of excavated material, except for rock excavation; sawing and breaking pavement; forming foundation; replacing unstable foundation materials; sheeting, shoring, and bracing; dewatering; backfilling, and compacting; providing and compacting stone bedding, cover material, and granular backfill; trench maintenance; restraint; polyethylene wrap; tracer wire; all testing; and restoring the site of the work.

28. Fire Hydrant Assembly, Item SPV.0060.06.

A Description

Furnish and install Fire Hydrant Assembly according to the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin (latest edition), as shown on the plans, and hereinafter provided.

B Materials

Hydrants shall be: Waterous WB-67B-250, Mueller A-403, or Clow Eddy F-2640 with 16-inch upper standpipe section, or in conformance with the following specific requirements:

1. Traffic flange and frangible stem coupling construction required.
2. Two 2 1/2-inch hose nozzles and one 4 1/2-inch pumper nozzle, all with national standard fire hose coupling screw thread, required.
3. Main valve opening of 5 1/4-inch nominal diameter.
4. Inlet connection shall be 6-inch mechanical joint with gland, rubber gasket, and high-strength, low-alloy bolts and nuts.
5. Operating nut and cap nuts shall be 1 1/2-inch pentagon measured from point to opposite flat (National Standard) and open left (counter-clockwise).
6. Caps shall be furnished with corrosion-resistant metal chains and gaskets.
7. Pressure activated seals shall be the O-ring type.
8. Exposed exterior above proposed ground line shall have been cleaned and primed, as per AWWA, and finished with OSHA safety red enamel. (Repainting over finished coat of a different color is not acceptable.)
9. No drains shall be plugged with manufacturer-approved plug.

C Construction

Furnish fire hydrants with upper barrel extensions where required for this project. Install per manufacturer's specifications, with size of trench (bury length) as specified on the plans. Extensions shall be installed only if and when specified on the plans or requested by engineer. The traffic flange shall match proposed grade at hydrant, with lead laid nearly flat, unless otherwise shown on plans, or approved by engineer. If extensions are used, only the stem coupling at the proposed ground line traffic flange shall be of the frangible type.

Unless polywrapped, bolts and nuts on barrel flanges below ground shall contain a protective coating of Koppers 50 or 505, or equal.

Bury length is the vertical distance from the flow line of the connecting pipe to the normal ground line, about 2 inches below the traffic flange, not including extensions.

Use care when handling and backfilling hydrants so as not to damage the paint, especially when backfilling with stone. Hydrants shall also be kept clean and accessible once they are put into service. Sheboygan Water Utility will provide a yellow "Hydrant Out of Service Marker" for each hydrant.

Hydrants shall be supported in vertical positions on solid concrete block or concrete support. If wood blocking and shims are used, they shall be hardwood. Loose and soft ground shall be removed and replaced with stone and blocking of size sufficient to provide stable and unsetting support.

Solid concrete block or hardwood buttressing of equivalent dimensions shall be substituted for concrete behind hydrants and beyond tees, crosses, and dead-ends, which may be extended in the future, provided they can be placed against firm, undisturbed trench walls, and perpendicular to direction of thrust.

If support against firm, undisturbed earth cannot be obtained for buttressing, submit a thrust-restraint design to engineer for approval.

D Measurement

The department will measure Fire Hydrant Assembly 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.0060.06	Fire Hydrant Assembly	EACH

Payment is full compensation for the fire hydrant; all excavation and disposal of excavated material, except for rock excavation; sawing and breaking pavement; forming foundation; replacing unstable foundation materials; sheeting, shoring, and bracing; dewatering; backfilling and compacting; providing and compacting stone bedding and cover material and granular backfill; trench maintenance; insulation; thrust blocking and restraint; polyethylene wrap; tracer wire; head rotation; utility and lateral crossings; all testing; and for restoring the site of the work.

29. Utility Line Opening (ULO), Item SPV.0060.07.

A Description

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

B (Vacant)

C Construction

Perform the excavation in such a manner that the utility in question is not damaged.

Perform the utility line openings 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 will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Provide utility line openings with a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Notify the utility engineers or their agents of this work a minimum of three working days prior to the work so they may be present when the work is completed. Do not perform utility line openings without the approval of the engineer.

D Measurement

The department will measure Utility Line Opening (ULO) as each individual ULO, 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.0060.07	Utility Line Opening (ULO)	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 for cleanup.

Existing pavement removal and any required sawcuts necessary to facilitate utility line openings will be considered part of or paid for under Utility Line Opening (ULO). Replacement pavement, concrete curb, gutter, and sidewalk items will be considered separate from Utility Line Opening (ULO) and will be measured and paid for separately.

30. Remove Traffic Signals CTH TA & New Jersey Avenue, Item SPV.0060.08.

A Description

This special provision describes removing existing traffic signals at the intersection of CTH TA and New Jersey Avenue according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to the removal of the traffic signals to determine which items are to be salvaged and returned to the city. All other items are to be disposed of by the contractor. Complete the removal work as soon as possible following shutdown of this equipment.

The city assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment identified to be salvaged that is damaged during removal will be replaced by the contractor at no cost to the department.

Remove all standards and poles per the plans from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, mast arms, wiring and cabling, and traffic signal mounting devices from each signal standard, arm, or pole. All access hand hole doors and all associated hardware shall remain intact. Dispose of the underground signal cable, internal wires, and street lighting cable off right-of-way. Salvage all traffic signal standards. Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to delivery of salvaged materials to make arrangements. Deliver salvaged materials to the City of Sheboygan Public Works, 2026 New Jersey Avenue, Sheboygan, Wisconsin.

Remove and dispose of detector lead-in cable, including loop wire for abandoned loops, off the right-of-way.

D Measurement

The department will measure Remove Traffic Signals CTH TA & New Jersey Avenue at 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.0060.08	Remove Traffic Signals CTH TA & New Jersey Avenue	EACH

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of materials, and for delivering the requested materials to the city.

31. Remove Traffic Signals CTH TA & Taylor Drive Frontage Road, Item SPV.0060.09.

A Description

This special provision describes removing existing traffic signals at the intersection of CTH TA and Taylor Drive Frontage Road according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to the removal of the traffic signals to determine which items are to be salvaged and returned to the city. All other items are to be disposed of by the contractor. Complete the removal work as soon as possible following shut down of this equipment.

The city assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment identified to be salvaged that is damaged during removal will be replaced by the contractor at no cost to the department.

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, mast arms, wiring and cabling, and traffic signal mounting devices from each signal standard, arm, or pole. All access hand hole doors and all associated hardware shall remain intact. Dispose of the underground signal cable, internal wires, and street lighting cable off right-of-way. Salvage all traffic signal standards. Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to delivery of salvaged materials to make arrangements. Deliver salvaged materials to the City of Sheboygan Public Works, 2026 New Jersey Avenue, Sheboygan, Wisconsin.

Remove and dispose of detector lead-in cable including loop wire for abandoned loops off the right-of-way.

D Measurement

The department will measure Remove Traffic Signals CTH TA & Taylor Drive Frontage Road as 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.0060.09	Remove Traffic Signals CTH TA & Taylor Drive Frontage Road	EACH

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of materials, and for delivering the requested materials to the city.

32. Emergency Vehicle Preemption System CTH TA & New Jersey Avenue, Item SPV.0060.10.

A Description

This special provision describes furnishing and installing an Emergency Vehicle Preemption System.

B Materials

B.1 Infrared Detector

The detector shall change the infrared signal to an electrical signal. It shall be located at or near the intersection. It shall send the electrical signal, via the detector cable, to the phase selector. It shall be an Opticom 711.

The required detector will be a lightweight, weatherproof device capable of sensing and transforming pulsed infrared energy into electrical signals for use by the phase selection equipment.

The infrared detector will be designed for mounting at or near an intersection on mast arms, pedestals, pipes, or span wires.

Each infrared detector will be supplied with mounting hardware to accommodate installation on mast arms. Additional hardware will be available for span wire installations. Additional hardware may be needed.

The infrared detector design will include adjustable tubes that lock into position to enable their reorientation for span wire mounting without disassembly of the unit.

The detector will accept infrared signals from one or two directions and will provide single or dual electrical output signal(s).

The infrared detector will be available in three configurations:

1. Uni-directional with one output channel.
2. Bi-directional with one output channel.
3. Bi-directional with two output channels.

The detector will allow aiming of the two infrared sensing inputs for skewed approaches, wide roads, or slight curves.

The infrared detector will have a built-in, labeled terminal block to simplify wiring connections.

The infrared detector will receive power from the phase selector and will have internal voltage regulation to operate at 24 volts DC.

The infrared detector will respond to a clear lens data-encoded emitter with 0.84 ($\pm 10\%$) Joules of energy output per flash at a distance of 2,500 feet (762 m) under clear atmospheric conditions. If the emitter is configured with a visible light filter, the detector will respond at a distance of 1,800 feet (549 m) under clear atmospheric conditions. The noted distances will be comparable day and night.

The infrared detector will deliver the necessary electrical signal to the phase selector via a detector cable up to 1,000 feet (305 m) in length.

B.2 Detector Cable

The detector cable will carry the electrical signal from the detector to the phase selector.

The detector cable will deliver sufficient power from the phase selector to the infrared detector and will deliver the necessary quality signal from the detector to the phase selector over a non-spliced distance of 1,000 feet (305 m).

The cable will be of durable construction to satisfy the following installation methods:

1. Direct burial.
2. Conduit and mast arm pull.
3. Exposed overhead (supported by messenger wire).

The outside diameter of the detector cable will not exceed 0.3 inches (7.62 mm).

The insulation rating of the detector cable will be 600 volts minimum.

The temperature rating of the detector cable will be +158°F (+70°C) minimum.

The conductors will be shielded with aluminized polyester and have an AWG #20 (7 x 28) stranded and individually tinned drain wire to provide signal integrity and transient protection.

The shield wrapping will have a 20% overlap to provide shield integrity following conduit and mast arm pulls.

The detector cable will be comprised of three signal wires and a drain wire. Each wire will be 20 AWG (7 x 28). The capacitance will not exceed 48 pF per foot at 1 Khz. The detector cable wires will be stranded, individually tinned copper, color-coded insulation as follows:

1. Orange for delivery of detector power (+).
2. Drain wire for detector power return (-).
3. Yellow for detector signal #1.
4. Blue for detector signal #2 or ground, depending on model of detector being used.

B.3 Phase Selector

The phase selector will accommodate data-encoded communication and will validate, identify, classify, and record the signal from the detector. It will be located within the controller cabinet at the intersection. It will request the controller to provide priority to the requesting vehicle and/or record presence of a probe vehicle. It shall be an Opticom 764.

The phase selector, designed to be installed in the traffic controller cabinet, will accommodate data-encoded signals and is intended for use directly with numerous controllers. These include California/New York Type 170 controllers with compatible software, NEMA controllers, or other controllers along with the system card rack and suitable system interface equipment and controller software.

The phase selector will be a plug-in, two or four channel, multiple-priority device intended to be installed directly into a card rack located within the controller cabinet.

The phase selector will be powered from 115 volt (95 volts AC to 135 volts AC), 60 Hz mains and will contain an internal, regulated power supply that supports up to twelve infrared detectors.

Programming the phase selector and retrieving the data stored in it will be accomplished using a Windows™ computer and the system interface software. The connection can be made either directly, via the computer's communication (COM) port, or remotely via a modem. The communication port on the phase selector will be an RS232 interface located on the front and back of the unit. The communication protocol will be made available upon request for creating software to implement other communication applications.

The phase selector will include the ability to directly sense the green traffic controller signal indications through the use of dedicated sensing circuits and wires connected directly the field wire termination points in the traffic controller cabinet.

The phase selector will have the capability of storing up to 1,000 of the most recent priority control calls, probe frequency passages, or unauthorized vehicle occurrences. When the log is full, the phase selector will drop the oldest entry to accommodate the new entry. The phase selector will store the record in non-volatile memory and will retain the record if power terminates. Each record entry will include 10 points of information about the priority call, as follows:

1. Classification: Indicates the type of vehicle.
2. Identification Number: Indicates the unique identification (ID) number of the vehicle.
3. Priority Level: Indicates whether High or Low Priority or Probe frequency is requested by the vehicle.
4. Direction–Channel A, B, C, or D: Indicates the vehicle's direction of travel.
5. Call Duration: Indicates the total time in seconds the priority status is active.
6. Final Greens at End of Call: Indicates which phases are green at the end of the call.
7. Duration of the Final Greens: Indicates the total time final greens were active at the end of call.
8. Time and Date Call Started and Ended: Indicates the time a priority call started and ended; provided in seconds, minutes, hours, day, month, and year.
9. Maximum Signal Intensity: Indicates the strongest signal intensity measured by the phase selector during call.
10. Priority Output Active: Indicates if the phase selector requested priority from the controller for the call.

The phase selector will include several control timers that will limit or modify the duration of a priority control condition, by channel, and can be programmed from a Windows™ computer. The control timers will be as follows:

1. MAX CALL TIME: Will set the maximum time a channel is allowed to be active. It will be settable from 60 to 65,535 seconds in 1-second increments.
2. CALL HOLD TIME: Will set the time a call is held on a channel after the priority signal is no longer being received. It will be settable from 1 to 255 seconds in 1-second increments. Its factory default must be 6 seconds.
3. CALL DELAY TIME: Will set the time a call must be recognized before the phase selector activates the corresponding output. It will be settable from 0 to 255 seconds in 1-second increments. Its factory default must be 0 seconds.

The phase selector's default values will be re-settable by the operator using an IBM PC-compatible computer or manually using switches located on its front.

The phase selector will be capable of three levels of discrimination of data-encoded infrared signals, as follows:

1. Verification of the presence of the base infrared signal of either High Priority, Low Priority, or Probe frequency.
2. Validation of the infrared signal data-encoded pulses.
3. Determination of when the vehicle is within the prescribed range.

The phase selector's card edge connector will include primary infrared detector inputs and power outputs. Two additional detector inputs per channel will be provided on a front panel connector.

The phase selector will include one opto-isolated NPN output per channel that provides the following electrical signal to the appropriate pin on the card edge connector:

1. 6.25 Hz \pm 0.1 Hz 50% on/duty square wave in response to a Low Priority call.
2. A steady ON in response to a High Priority call.

The phase selector will accommodate three methods for setting intensity thresholds (emitter range) for High and Low Priority signals:

1. Using a data-encoded emitter with range-setting capability.
2. Using any encoded emitter by manipulating the front panel switches.
3. Inputting the range requirements via the communication port.

The intensity threshold will have 1,200 set points. There will be separate intensity thresholds for the primary detector and the auxiliary detectors.

The phase selector will contain the following:

1. A POWER ON LED indicator that flashes to indicate unit diagnostic mode and illuminates steadily to indicate proper operation.
2. Internal diagnostics to test for proper operation. If a fault is detected, the phase selector will use the front panel LED indicators to display fault information.
3. A High (High) and Low (Low) solid state LED indicator for each channel to display active calls.
4. A test switch for each channel to test proper operation of High or Low Priority.
5. Write-on pads to allow identification of the phase and channel.

Additionally, the phase selector will properly identify a High Priority call with the presence of 10 other Low Priority data-encoded emitter signals being received simultaneously on the same channel. The phase selector will provide one isolated confirmation light control output per channel. These outputs are user configurable through software for a variety of confirmation light sequences.

The NEMA model of the phase selector will have outputs for the control of NEMA controllers that lack internal preemption capability. This function will be accomplished through the use of Manual Control Enable, Interval Advance, and Phase Omit options.

The NEMA model will also have the option of providing separate outputs for High and Low Priority calls for controllers that do not recognize a 6.25 Hz pulsed Low Priority request.

The NEMA model of the phase selector shall have the capability to set Interval Advance rates as low as once every 200 mSec for Low Priority calls. It shall also be able to operate in the Manual Control Enable Mode for Low Priority calls and activate a standard preemption output for High Priority calls.

The phase selector will have the capability to do the following:

1. Enter unique names for each channel via the interface software.
2. Record the presence of a vehicle transmitting at the specified Probe frequency. The phase selector will at no time attempt to modify the intersection operation in response to the Probe frequency.
3. Provide Low Priority in a mode where the output to the controller is gated or controlled by timing relationships within the controller cycle.
4. Assign a relative priority to a call request within High or Low Priority. This assignment will be based on the received vehicle class.
5. Discriminate between individual ID codes and allow or deny a call output to the controller based on this information.
6. Log call requests by unauthorized vehicles.
7. Command an emitter to relay a received code to the next intersection.
8. Functionally test connected detector circuits and indicate via front panel LEDs non-functional detector circuits.
9. Set the minimum time between Low Priority calls.

Additionally, the phase selector will incorporate a precision real time clock synchronized AC power line frequency. The clock will have the capability to automatically adjust itself for changes in daylight saving time. Interface software will be used to set the clock and to input the appropriate dates and times for daylight saving changes.

An auxiliary interface panel will be available to facilitate interconnections between the phase selector and traffic cabinet wiring.

B.4 Card Rack

The card rack will provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack. It shall be an Opticom 760.

The card rack will be factory wired to one connector, located behind the card slot, and a terminal block, located next to the phase selector slot, on the front of the card rack.

The card rack connector on the front will provide for all connections to the traffic controller.

The card rack will provide labeled terminal blocks for connecting the primary infrared detectors to a phase selector.

C Construction

Install the card rack and phase selector inside the cabinet according to the manufacturer's installation requirements.

Install detectors on monotube arms as shown on the plans. Set initial aim according to manufacturer's installation requirements. Final adjustment shall be as directed by the City of Sheboygan. Contact Mike Willmas at (920) 459-3444 to schedule the final adjustment. Install detector cable according to manufacturer's installation requirements.

D Measurement

The department will measure each Emergency Vehicle Preemption System, completed according to the contract and accepted, as a complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Emergency Vehicle Preemption System CTH TA & New Jersey Avenue	EACH

Payment is full compensation for furnishing and installing all Emergency Vehicle Preemption System equipment and cable; furnishing and installing the mounting hardware and any miscellaneous items necessary to complete the entire system at the specified intersection; and for coordination with the City of Sheboygan.

33. Emergency Vehicle Preemption System CTH TA & Taylor Drive Frontage Road, Item SPV.0060.11.

A Description

This special provision describes furnishing and installing an Emergency Vehicle Preemption System.

B Materials

B.1 Infrared Detector

The detector shall change the infrared signal to an electrical signal. It shall be located at or near the intersection. It shall send the electrical signal, via the detector cable, to the phase selector. It shall be an Opticom 711.

The required detector will be a lightweight, weatherproof device capable of sensing and transforming pulsed infrared energy into electrical signals for use by the phase selection equipment.

The infrared detector will be designed for mounting at or near an intersection on mast arms, pedestals, pipes, or span wires.

Each infrared detector will be supplied with mounting hardware to accommodate installation on mast arms. Additional hardware will be available for span wire installations. Additional hardware may be needed.

The infrared detector design will include adjustable tubes that lock into position to enable their reorientation for span wire mounting without disassembly of the unit.

The detector will accept infrared signals from one or two directions and will provide single or dual electrical output signal(s).

The infrared detector will be available in three configurations:

1. Uni-directional with one output channel.
2. Bi-directional with one output channel.
3. Bi-directional with two output channels.

The detector will allow aiming of the two infrared sensing inputs for skewed approaches, wide roads, or slight curves.

The infrared detector will have a built-in, labeled terminal block to simplify wiring connections.

The infrared detector will receive power from the phase selector and will have internal voltage regulation to operate at 24 volts DC.

The infrared detector will respond to a clear lens data-encoded emitter with 0.84 ($\pm 10\%$) Joules of energy output per flash at a distance of 2,500 feet (762 m) under clear atmospheric conditions. If the emitter is configured with a visible light filter, the detector will respond at a distance of 1,800 feet (549 m) under clear atmospheric conditions. The noted distances will be comparable day and night.

The infrared detector will deliver the necessary electrical signal to the phase selector via a detector cable up to 1,000 feet (305 m) in length.

B.2 Detector Cable

The detector cable will carry the electrical signal from the detector to the phase selector.

The detector cable will deliver sufficient power from the phase selector to the infrared detector and will deliver the necessary quality signal from the detector to the phase selector over a non-spliced distance of 1,000 feet (305 m).

The cable will be of durable construction to satisfy the following installation methods:

1. Direct burial.
2. Conduit and mast arm pull.
3. Exposed overhead (supported by messenger wire).

The outside diameter of the detector cable will not exceed 0.3 inches (7.62 mm).

The insulation rating of the detector cable will be 600 volts minimum.

The temperature rating of the detector cable will be +158°F (+70°C) minimum.

The conductors will be shielded with aluminized polyester and have an AWG #20 (7 x 28) stranded and individually tinned drain wire to provide signal integrity and transient protection.

The shield wrapping will have a 20% overlap to provide shield integrity following conduit and mast arm pulls.

The detector cable will be comprised of three signal wires and a drain wire. Each wire will be 20 AWG (7 x 28). The capacitance will not exceed 48 pF per foot at 1 KHz. The detector cable wires will be stranded, individually tinned copper, color-coded insulation as follows:

1. Orange for delivery of detector power (+).
2. Drain wire for detector power return (-).
3. Yellow for detector signal #1.
4. Blue for detector signal #2 or ground, depending on model of detector being used.

B.3 Phase Selector

The phase selector will accommodate data-encoded communication and will validate, identify, classify, and record the signal from the detector. It will be located within the controller cabinet at the intersection. It will request the controller to provide priority to the requesting vehicle and/or record presence of a probe vehicle. It shall be an Opticom 764.

The phase selector, designed to be installed in the traffic controller cabinet, will accommodate data-encoded signals and is intended for use directly with numerous controllers. These include California/New York Type 170 controllers with compatible software, NEMA controllers, or other controllers along with the system card rack and suitable system interface equipment and controller software.

The phase selector will be a plug-in, two or four channel, multiple-priority device intended to be installed directly into a card rack located within the controller cabinet.

The phase selector will be powered from 115 volt (95 volts AC to 135 volts AC), 60 Hz mains and will contain an internal, regulated power supply that supports up to twelve infrared detectors.

Programming the phase selector and retrieving the data stored in it will be accomplished using a Windows™ computer and the system interface software. The connection can be made either directly, via the computer's communication (COM) port, or remotely via a modem. The communication port on the phase selector will be an RS232 interface located on the front and back of the unit. The communication protocol will be made available upon request for creating software to implement other communication applications.

The phase selector will include the ability to directly sense the green traffic controller signal indications through the use of dedicated sensing circuits and wires connected directly the field wire termination points in the traffic controller cabinet.

The phase selector will have the capability of storing up to 1,000 of the most recent priority control calls, probe frequency passages, or unauthorized vehicle occurrences. When the log is full, the phase selector will drop the oldest entry to accommodate the new entry. The phase selector will store the record in non-volatile memory and will retain the record if power terminates. Each record entry will include 10 points of information about the priority call, as follows:

1. Classification: Indicates the type of vehicle.
2. Identification Number: Indicates the unique identification (ID) number of the vehicle.
3. Priority Level: Indicates whether High or Low Priority or Probe frequency is requested by the vehicle.
4. Direction–Channel A, B, C, or D: Indicates the vehicle's direction of travel.
5. Call Duration: Indicates the total time in seconds the priority status is active.
6. Final Greens at End of Call: Indicates which phases are green at the end of the call.
7. Duration of the Final Greens: Indicates the total time final greens were active at the end of call.
8. Time and Date Call Started and Ended: Indicates the time a priority call started and ended; provided in seconds, minutes, hours, day, month, and year.
9. Maximum Signal Intensity: Indicates the strongest signal intensity measured by the phase selector during call.
10. Priority Output Active: Indicates if the phase selector requested priority from the controller for the call.

The phase selector will include several control timers that will limit or modify the duration of a priority control condition, by channel, and can be programmed from a Windows™ computer. The control timers will be as follows:

1. MAX CALL TIME: Will set the maximum time a channel is allowed to be active. It will be settable from 60 to 65,535 seconds in 1-second increments.
2. CALL HOLD TIME: Will set the time a call is held on a channel after the priority signal is no longer being received. It will be settable from 1 to 255 seconds in 1-second increments. Its factory default must be 6 seconds.
3. CALL DELAY TIME: Will set the time a call must be recognized before the phase selector activates the corresponding output. It will be settable from 0 to 255 seconds in 1-second increments. Its factory default must be 0 seconds.

The phase selector's default values will be re-settable by the operator using an IBM PC-compatible computer or manually using switches located on its front.

The phase selector will be capable of three levels of discrimination of data-encoded infrared signals, as follows:

1. Verification of the presence of the base infrared signal of either High Priority, Low Priority, or Probe frequency.
2. Validation of the infrared signal data-encoded pulses.
3. Determination of when the vehicle is within the prescribed range.

The phase selector's card edge connector will include primary infrared detector inputs and power outputs. Two additional detector inputs per channel will be provided on a front panel connector.

The phase selector will include one opto-isolated NPN output per channel that provides the following electrical signal to the appropriate pin on the card edge connector:

1. 6.25 Hz \pm 0.1 Hz 50% on/duty square wave in response to a Low Priority call.
2. A steady ON in response to a High Priority call.

The phase selector will accommodate three methods for setting intensity thresholds (emitter range) for High and Low Priority signals:

1. Using a data-encoded emitter with range-setting capability.
2. Using any encoded emitter by manipulating the front panel switches.
3. Inputting the range requirements via the communication port.

The intensity threshold will have 1,200 set points. There will be separate intensity thresholds for the primary detector and the auxiliary detectors.

The phase selector will contain the following:

1. A POWER ON LED indicator that flashes to indicate unit diagnostic mode and illuminates steadily to indicate proper operation.
2. Internal diagnostics to test for proper operation. If a fault is detected, the phase selector will use the front panel LED indicators to display fault information.
3. A High (High) and Low (Low) solid state LED indicator for each channel to display active calls.
4. A test switch for each channel to test proper operation of High or Low Priority.
5. Write-on pads to allow identification of the phase and channel.

Additionally, the phase selector will properly identify a High Priority call with the presence of 10 other Low Priority data-encoded emitter signals being received simultaneously on the same channel. The phase selector will provide one isolated confirmation light control output per channel. These outputs are user configurable through software for a variety of confirmation light sequences.

The NEMA model of the phase selector will have outputs for the control of NEMA controllers that lack internal preemption capability. This function will be accomplished through the use of Manual Control Enable, Interval Advance, and Phase Omit options.

The NEMA model will also have the option of providing separate outputs for High and Low Priority calls for controllers that do not recognize a 6.25 Hz pulsed Low Priority request.

The NEMA model of the phase selector shall have the capability to set Interval Advance rates as low as once every 200 mSec for Low Priority calls. It shall also be able to operate in the Manual Control Enable Mode for Low Priority calls and activate a standard preemption output for High Priority calls.

The phase selector will have the capability to do the following:

1. Enter unique names for each channel via the interface software.
2. Record the presence of a vehicle transmitting at the specified Probe frequency. The phase selector will at no time attempt to modify the intersection operation in response to the Probe frequency.
3. Provide Low Priority in a mode where the output to the controller is gated or controlled by timing relationships within the controller cycle.
4. Assign a relative priority to a call request within High or Low Priority. This assignment will be based on the received vehicle class.

5. Discriminate between individual ID codes and allow or deny a call output to the controller based on this information.
6. Log call requests by unauthorized vehicles.
7. Command an emitter to relay a received code to the next intersection.
8. Functionally test connected detector circuits and indicate via front panel LEDs non-functional detector circuits.
9. Set the minimum time between Low Priority calls.

Additionally, the phase selector will incorporate a precision real time clock synchronized AC power line frequency. The clock will have the capability to automatically adjust itself for changes in daylight saving time. Interface software will be used to set the clock and to input the appropriate dates and times for daylight saving changes.

An auxiliary interface panel will be available to facilitate interconnections between the phase selector and traffic cabinet wiring.

B.4 Card Rack

The card rack will provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack. It shall be an Opticom 760.

The card rack will be factory wired to one connector, located behind the card slot, and a terminal block, located next to the phase selector slot, on the front of the card rack.

The card rack connector on the front will provide for all connections to the traffic controller.

The card rack will provide labeled terminal blocks for connecting the primary infrared detectors to a phase selector.

C Construction

Install the card rack and phase selector inside the cabinet according to the manufacturer's installation requirements.

Install detectors on monotube arms as shown on the plans. Set initial aim according to manufacturer's installation requirements. Final adjustment shall be as directed by the City of Sheboygan. Contact Mike Willmas at (920) 459-3444 to schedule the final adjustment. Install detector cable according to manufacturer's installation requirements.

D Measurement

The department will measure each Emergency Vehicle Preemption System, completed according to the contract and accepted, as a complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Emergency Vehicle Preemption System CTH TA & Taylor Drive Frontage Road	EACH

Payment is full compensation for furnishing and installing all Emergency Vehicle Preemption System equipment and cable; furnishing and installing the mounting hardware and any miscellaneous items necessary to complete the entire system at the specified intersection; and for coordination with the City of Sheboygan.

34. Maintain Traffic Signals CTH TA & Union Avenue, Item SPV.0060.12.

A Description

This special provision describes maintaining traffic signals at the CTH TA and Union Avenue intersection during construction.

B (Vacant)

C Construction

Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to construction to conduct a signal inspection. The signal inspection shall document any defective existing traffic signal items. The contractor shall not be held responsible for these items. If the contractor fails to contact the city for the signal inspection, the contractor shall be held responsible for all signal items remaining defective at the completion of construction.

The CTH TA and Union Avenue intersection shall be all-way stop-control when switching between existing and temporary phasing. This work shall not be completed between 6:00 AM and 9:00 AM, and 3:00 PM and 6:00 PM. This work shall be completed within 24 hours, unless otherwise approved by the engineer.

Use existing traffic signals to maintain traffic in Stage 1 and Stage 2 of construction. Salvage existing signal heads and cover existing traffic signal heads on poles and arms as shown on plans. De-energize signal heads in the traffic signal cabinet as shown on the plans. Update video detection zones, signal timings, and phasing to reflect active phases. Video detection zones on Union Avenue shall not be adjusted during construction unless otherwise approved by the engineer.

The contractor shall reinstall the salvaged signal heads and return detection zones to the existing locations after construction is complete or as directed by the engineer.

D Measurement

The department will measure Maintain Traffic Signals CTH TA & Union Avenue as 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.0060.12	Maintain Traffic Signals CTH TA & Union Avenue	EACH

Payment is full compensation for salvaging the signal heads, repositioning the signal heads, covering or uncovering the traffic signal heads, de-energizing or re-energizing of the signal heads in the traffic signal cabinet, and updating signal timings and phasing.

35. Maintain Traffic Signals CTH TA & Indiana Avenue, Item SPV.0060.13.

A Description

This special provision describes maintaining traffic signals at the CTH TA and Indiana Avenue intersection during construction.

B (Vacant)

C Construction

Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to construction to conduct a signal inspection. The signal inspection shall document any defective existing traffic signal items. The contractor shall not be held responsible for these items. If the contractor fails to contact the city for the signal inspection, the contractor shall be held responsible for all signal items remaining defective at the completion of construction.

The CTH TA and Indiana Avenue intersection shall be all-way stop-control when switching between existing and temporary phasing. This work shall not be completed between 6:00 AM and 9:00 AM, and 3:00 PM and 6:00 PM. This work shall be completed within 24 hours, unless otherwise approved by the engineer.

Use existing traffic signals to maintain traffic in Stage 1 and Stage 2 of construction. Salvage existing signal heads and cover existing traffic signal heads on poles and arms as shown on plans. De-energize signal heads in the traffic signal cabinet as shown on the plans. Update video detection zones, signal timings, and phasing to reflect active phases.

The existing pedestrian pole at Station 148+67, 5' LT, shall be removed, salvaged, and replaced with a temporary standard signal pole during construction. The contractor shall reinstall the existing pedestrian pole when construction is completed.

During Stage 1, the temporary signal pole at Station 150+28, 9' RT, shall be wired using existing signal holes, unless otherwise approved by the engineer.

Video detection zones on Indiana Avenue shall not be adjusted during construction, unless otherwise approved by the engineer.

The contractor shall reinstall the salvaged signal heads and return detection zones to existing locations after construction is complete or as directed by the engineer.

D Measurement

The department will measure Maintain Traffic Signals CTH TA & Indiana Avenue as 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.0060.13	Maintain Traffic Signals CTH TA & Indiana Avenue	EACH

Payment is full compensation for salvaging the signal heads, repositioning the signal heads, covering and uncovering the traffic signal heads, de-energizing and re-energizing of the signal heads in the traffic signal cabinet, additional wiring, splicing, temporary poles, and updating signal timings and phasing.

36. Maintain Traffic Signals CTH TA & Erie Avenue, Item SPV.0060.14.

A Description

This special provision describes maintaining traffic signals at the CTH TA and Erie Avenue intersection during construction.

B (Vacant)

Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to construction to conduct a signal inspection. The signal inspection shall document any defective existing traffic signal items. The contractor shall not be held responsible for these items. If the contractor fails to contact the city for the signal inspection, the contractor shall be held responsible for all signal items remaining defective at the completion of construction.

The CTH TA and Erie Avenue intersection shall be all-way stop-control when switching between existing and temporary phasing. This work shall not be completed between 6:00 AM and 9:00 AM, and 3:00 PM and 6:00 PM. This work shall be completed within 24 hours unless otherwise approved by the engineer.

Use existing traffic signals to maintain traffic in Stage 1 and Stage 2 of construction. Salvage existing signal heads and cover existing traffic signal heads on poles and arms as shown on the plans. De-energize signal heads in the traffic signal cabinet as shown on the plans. Update video detection zones, signal timings, and phasing to reflect active phases. Video detection zones on Erie Avenue shall not be adjusted during construction, unless otherwise approved by the engineer.

During Stage 2, the temporary signal pole at Station 197+76, 10' LT, shall be wired using existing signal holes unless otherwise approved by the engineer.

The contractor shall reinstall the salvaged signal heads and return detection zones to the existing locations after construction is complete or as directed by the engineer.

D Measurement

The department will measure Maintain Traffic Signals CTH TA & Erie Avenue as 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.0060.14	Maintain Traffic Signals CTH TA & Erie Avenue	EACH

Payment is full compensation for salvaging the signal heads, repositioning the signal heads, covering and uncovering the traffic signal heads, de-energizing and re-energizing of the signal heads in the traffic signal cabinet, additional wiring, splicing, temporary poles, and updating signal timings and phasing.

37. Maintain Traffic Signals CTH TA & Meijer Driveway, Item SPV.0060.15.

A Description

This special provision describes maintaining traffic signals at the CTH TA and Meijer Driveway intersection during construction.

B (Vacant)

C Construction

Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to construction to conduct a signal inspection. The signal inspection shall document any defective existing traffic signal items. The contractor shall not be held responsible for these items. If the contractor fails to contact the city for the signal inspection, the contractor shall be held responsible for all signal items remaining defective at the completion of construction.

The CTH TA and Meijer Driveway intersection shall be all-way stop-control when switching between existing and temporary phasing. This work shall not be completed between 6:00 AM and 9:00 AM, and 3:00 PM and 6:00 PM. This work shall be completed within 24 hours unless otherwise approved by the engineer.

Use existing traffic signals to maintain traffic in Stage 1 and Stage 2 of construction. Salvage existing signal heads and cover existing traffic signal heads on poles and arms as shown on the plans. De-energize signal heads in the traffic signal cabinet as shown on the plans. Update video detection zones, signal timings, and phasing to reflect active phases. Video detection zones on the Meijer Driveway shall not be adjusted during construction unless otherwise approved by the engineer.

The contractor shall reinstall the salvaged signal heads and return detection zones to existing locations after construction is complete or as directed by the engineer.

D Measurement

The department will measure Maintain Traffic Signals CTH TA & Meijer Driveway as 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.0060.15	Maintain Traffic Signals CTH TA & Meijer Driveway	EACH

Payment is full compensation for salvaging the signal heads, repositioning the signal heads, covering and uncovering the traffic signal heads, de-energizing and re-energizing of the signal heads in the traffic signal cabinet, additional wiring, splicing, temporary poles, and updating signal timings and phasing.

38. Salvage and Reinstall Traffic Signal Controller and Cabinet, Item SPV.0060.16.

A Description

This special provision describes salvaging and reinstalling the traffic signal controller and cabinet for the CTH TA and Taylor Drive Frontage Road intersection.

B Materials

The existing traffic signal controller and cabinet equipment is to be removed, salvaged, and reinstalled as shown on the plans and as described herein.

Furnish and install mounting hardware, cabling, and any incidental items according to the manufacturer's recommendations.

C Construction

Prior to removal, inspect and document condition of the existing equipment. Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to removal and delivery of salvaged materials to make arrangements. Deliver salvaged materials to the City of Sheboygan Public Works, 2026 New Jersey Avenue, Sheboygan, Wisconsin. Transport salvaged materials back to the project site prior to reinstallation.

Remove, handle, store, and transport existing traffic signal controller and cabinet equipment in a manner that prevents damage to them. If the contractor damages the equipment through its own operations, then the contractor shall replace them at no expense to the department.

The relocated traffic signal controller and cabinet shall be installed at the location indicated in the plans and as approved by the engineer.

D Measurement

The department will measure Salvage and Reinstall Traffic Signal Controller and Cabinet as 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.0060.16	Salvage and Reinstall Traffic Signal Controller and Cabinet	EACH

Payment is full compensation for removing, salvaging, transporting, and reinstalling all traffic signal controller and cabinet equipment, and mounting hardware.

39. Salvage and Reinstall Video Detection System CTH TA & New Jersey Avenue, Item SPV.0060.17.

A Description

This special provision describes salvaging and reinstalling video detection for the CTH TA and New Jersey Avenue intersection.

B Materials

The following video detection equipment is to be removed, salvaged, and reinstalled as shown on the plans and as described herein: Gridsmart camera and radio antenna.

Furnish and install mounting hardware, cabling, and any incidental items according to the manufacturer's recommendations.

C Construction

Prior to removal, inspect and document condition of the existing equipment. Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to removal and delivery of salvaged materials to make arrangements. Deliver salvaged materials to the City of Sheboygan Public Works, 2026 New Jersey Avenue, Sheboygan, Wisconsin. Transport salvaged materials back to the project site prior to reinstallation.

Remove, handle, store, and transport existing video detection equipment in a manner that prevents damage to them. If the contractor damages the equipment through its own operations, then the contractor shall replace them at no expense to the department.

The relocated items shall be mounted at the same height and in the same fashion as the existing installation.

D Measurement

The department will measure Salvage and Reinstall Video Detection System CTH TA & New Jersey Avenue as 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.0060.17	Salvage and Reinstall Video Detection System CTH TA & New Jersey Avenue	EACH

Payment is full compensation for removing, salvaging, transporting, and reinstalling all video detection equipment; cabling to each video detection unit to match existing installation and maintain existing operation; and mounting hardware.

40. Salvage and Reinstall Video Detection System CTH TA & Taylor Drive Frontage Road, Item SPV.0060.18.

A Description

This special provision describes salvaging and reinstalling video detection for the CTH TA & Taylor Drive Frontage Road intersection.

B Materials

The following video detection equipment is to be removed, salvaged, and reinstalled as shown on the plans and as described herein: Gridsmart camera.

Furnish and install mounting hardware, cabling, and any incidental items according to the manufacturer’s recommendations.

C Construction

Prior to removal, inspect and document condition of the existing equipment. Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to removal and delivery of salvaged materials to make arrangements. Deliver salvaged materials to the City of Sheboygan Public Works, 2026 New Jersey Avenue, Sheboygan, Wisconsin. Transport salvaged materials back to the project site prior to reinstallation.

Remove, handle, store, and transport existing video detection equipment in a manner that prevents damage to them. If the contractor damages the equipment through its own operations, then the contractor shall replace them at no expense to the department.

The relocated items shall be mounted at the same height and in the same fashion as the existing installation.

D Measurement

The department will measure Salvage and Reinstall Video Detection System CTH TA & Taylor Drive Frontage Road as 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.0060.18	Salvage and Reinstall Video Detection System CTH TA & Taylor Drive Frontage Road	EACH

Payment is full compensation for removing, salvaging, transporting, and reinstalling all video detection equipment; cabling to each video detection unit to match existing installation and maintain existing operation; and mounting hardware.

41. Maintain Existing Traffic Signal Cabinet CTH TA & New Jersey Avenue, Item SPV.0060.19.

A Description

This special provision describes maintaining the existing traffic signal cabinet and electrical meter breaker pedestal for the CTH TA and New Jersey Avenue intersection.

B Materials

The existing traffic signal controller, cabinet, and meter breaker pedestal equipment are to remain and be reconnected to power and control the proposed traffic signal equipment shown on the plans and as described herein.

Furnish and install cabling and any incidental items according to the manufacturer’s recommendations.

C Construction

Contact Mike Willmas, City of Sheboygan, at (920) 459-3444 at least 5 working days prior to reconnecting proposed signal heads to existing signal cabinet.

Maintain existing traffic signal cabinet, controller, and meter breaker pedestal equipment in a manner that prevents damage to them. If the contractor damages the equipment through its own operations, then the contractor shall replace them at no expense to the department.

D Measurement

The department will measure Maintain Existing Traffic Signal Cabinet CTH TA & New Jersey Avenue as 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.0060.19	Maintain Existing Traffic Signal Cabinet CTH TA & New Jersey Avenue	EACH

Payment is full compensation for removing, salvaging, and reinstalling all traffic signal controller and cabinet equipment, and mounting hardware.

42. Inlet Covers Type DW, Item SPV.0060.20.

A Description

Perform work according to the applicable provisions of standard spec 611 and as detailed in the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Inlet Covers Type DW as each individual cover, 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.0060.20	Inlet Covers Type DW	EACH

Payment is full compensation for providing new covers, including frames, grates, or lids, all other required materials, and for installing and adjusting each cover.

**43. 24-Inch PVC Water Main, Item SPV.0090.01;
24-Inch DI Water Main, Item SPV.0090.02;
16-Inch DI Water Main, Item SPV.0090.03;
10-Inch PVC Water Main, Item SPV.0090.04;
6-Inch DI Water Main, Item SPV.0090.05.**

A Description

Furnish and install water main according to the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin (latest edition), as shown on the plans, and hereinafter provided.

B Materials

B.1.1 Bedding and Cover Material

Bedding and cover material shall be sand conforming to Section 8.43.2(c), as shown on File No. 36 in the Standard Specifications for Sewer and Water Construction in Wisconsin, except that cover material shall extend to 12 inches over pipe.

B.1.2 Pipes and Fittings

The 24-inch and 10-inch water main on this project shall be polyvinyl chloride (PVC). The 16-inch pipe and 6-inch hydrant leads shall be ductile iron, class 52 minimum as indicated on the plans. PVC pipe shall conform to AWWA C-900 or C-905, latest revision, have the O.D. of ductile iron and have a pressure class rating of at least 150 psi and a dimension ratio of 18 or stronger.

Unless specifically prohibited, if PVC is allowed, it may be Molecularly Oriented PVC (PVCO), provided it also meets all the requirements of AWWA C-909 latest revision, have the O.D. of ductile iron, and have a pressure class rating of at least 200 psi.

All fittings shall be ductile or cast iron. Minimum working pressure rating shall be 250 psi, except that for ductile iron fittings 24 inches and smaller, the minimum working pressure rating shall be 350 psi.

Joints shall be mechanical, unless otherwise specified.

Special fittings and accessories, not otherwise covered in the contract documents, shall conform substantially with other fitting requirements and be compatible with the existing and proposed pipe materials. Significant deviations, if any, shall be stated in writing to and approved by the engineer.

All cast or ductile fittings shall be cement-lined on the interior flow way, unless epoxy-coated, per the Standard Specifications for Sewer and Water Construction in Wisconsin.

B.1.3 Backfill

Granular backfill conforming to Section 8.43.4 shall be used for backfill in all areas shown on the plans and in areas where excavated material is deemed not suitable by the engineer.

Crushed road gravel conforming to Section 8.43.7 shall be used for the top 12 inches of backfill under and within 18 inches horizontally of existing pavements or proposed pavements, curbs, parking lots, driveways, and other areas when noted on the plans.

B.1.4 Chlorination

Contractor shall provide chlorinating materials and equipment. Permatex No. 1 is not allowed. Tablets, if used, shall be attached with USDA-approved food grade adhesives, such as Permatex Form-a-gasket No. 2 and Permatex Clear RTV Silicone Adhesive Sealant, USA Made.

B.1.5 Joint Restraint

Where joint restraint is required per the plans or specifications, contractor shall install retainer glands ("Megalug[®]" by EBAA Iron, Inc., or equal, USA Made), manufactured harnesses, and/or locking push joint gaskets, and where not feasible install "Cor-Ten[®]" tie rods, USA Made (quantity per joint per manufacturer's load table) and appurtenances ("Star[™]" Joint Restraint System, or equal, USA Made.) All unwrapped joint restraint rod and clamps shall be thoroughly coated for corrosion protection with an approved bituminous protective coating, per Section 4.9.3. Push on joints shall be restrained 30 feet in either direction of all upper vertical bends and 15 feet in either direction of all lower vertical bends.

C Construction

C.1.1 Excavation

Water main installation shall be coordinated with road contractor for sequencing. No pavement, sidewalk, or curb and gutter removal will be paid for under the water main installation.

Perform construction within existing rights-of-way, easements, and construction licenses shown on the plans. Any construction activity (excavating, stockpiling, tree removal, etc.) on private property beyond the above-stated limits shall be only after contractor receives approval from the corresponding jurisdiction or private property owner. Excavations must be conducted according to OSHA Standards.

C.1.2 Existing Utilities

Underground utilities and structures that might conflict with the location of proposed facilities and require adjustments to the design shall be exposed adequately and at the start of construction, to allow engineer reasonable time to check for conflicts and make the necessary adjustments, without additional compensation for delays.

Provide adequate notice (a minimum of 3 working days or more) to utility owners of facilities (such as poles and anchors) that may need to be supported or relocated by them, prior to excavating, and accommodate such needs.

C.1.3 Backfill

All backfill, whether granular or excavated, shall be consolidated by mechanical means, in compacted lifts of 18 inches maximum or 12 inches for clay. Consolidate all backfill to minimum 95% maximum density as determined by ASTM D698 (Standard Proctor).

Sheboygan Water Utility shall, at its expense, contract with an independent firm to perform compaction tests and sieve analysis on granular backfill. Four compaction tests shall be taken within the first 400 feet of water main trench, and then two for each additional 400 feet of trench or fraction thereof, at locations determined by the engineer. One sieve analysis shall be performed for every 1,000 feet or fraction thereof.

All tests shall be at depths between 2 feet and 4 feet below finished grade, with contractor to re-excavate and properly backfill and compact each test site.

C.1.4 Tracer Wire

Tracer wire shall be installed continuously along the entire length of all non-metallic pipelines (including laterals and fire hydrant leads) being installed. Surface termination points shall be at hydrants, mainline valves, and each end of the tracer wire if existing main is without tracer wire. Tape at intervals less than 10 feet or continuously, if necessary, to maintain its position on top of the pipe. The wire shall "loop" on intermediate hydrant leads (even if DI), terminating at the hydrant (as shown on File No. 24A) and return along the lead back to the tee and continue along the main. Tracer wire at valve boxes shall come up on the outside of the valve box and then enter the valve box at the top of the middle section and terminate at the lid.

Final testing of the tracer wire will be performed by Sheboygan Water Utility; discontinuities shall be repaired by the contractor.

C.1.5 Fittings

Special fittings may be supported in vertical positions on solid concrete block or concrete support. If wood blocking and shims are used, they shall be of good quality hardwood. Loose and soft ground shall be removed and replaced with stone and blocking of size sufficient to provide stable and unsetting support.

C.1.6 Solid Concrete Block/Hardwood Buttressing

Solid concrete block and/or hardwood buttressing of equivalent dimensions shall be substituted for concrete behind hydrants and beyond tees, crosses, and dead-ends, which may be extended in the future, provided they can be placed against firm, undisturbed trench walls, and perpendicular to direction of thrust.

If adequate support against firm, undisturbed earth cannot be obtained for buttressing, submit thrust restraint design to engineer for approval.

C.1.7 Joint Restraint

Where joint restraint is required per the plans or specifications. Install retainer glands. If additional excavating is yet to be done and/or backfilling is not completed or well compacted, install additional restraint using blocking or buttressing.

C.1.8 Polyethylene Wrap

Twelve mil polyethylene wrap is required. All installed iron piping shall be wrapped, including ductile iron pipe, valves, valve boxes, fittings and hydrants, and services. Polywrapping of service connections, valves, and hydrants shall be incidental to the price bid for that work.

Repairs to damaged polyethylene must be made by covering defect with polyethylene or approved tape; duct tape alone is not allowed.

Any damage to the coating on existing iron water lines remaining in service must be repaired with an approved bituminous protective coating.

C.1.9 Insulation

Insulating boards (extruded polystyrene) shall be used instead of insulating concrete, unless specifically approved in writing by engineer. They shall be placed in minimum dimensions of 2 feet wide by 4 feet long by 1 inch thick, with no gaps between adjacent sheets. They shall be centered over and to a width extending at least 12 inches beyond each side of pipe. See also File No. 48 in the Standard Specifications for Sewer and Water Construction in Wisconsin. Thickness shall be as specified by engineer. Generally, it shall be figured as at least 2 inches thick for every 1 foot or fraction of a foot that the existing (or future, if lower) cover from finished grade is less than 6 feet (5.5 feet for 8 inches through 16 inches, and 5 feet for water lines greater than 16 inches in diameter). In extreme cases, typically where the cover will be less than 4.5 feet, the sides of the water line shall also be insulated (typically 2 inches thick) from the flat insulation down to a point even with the bottom of the water line. Insulation is required above and on the near side of water mains and services whenever the water line is within close proximity of a catch basin, manhole, culvert, large storm sewer, or other object of susceptibility for freezing, and as otherwise shown on the plans. Care shall be taken to avoid scratching the water pipe with the backhoe bucket. If scratched, it shall be repaired per Section 4.4.4 in the Standard Specifications for Sewer and Water Construction in Wisconsin.

Minimum width of insulation shall be 4 feet, placed no more than 12 inches above the pipe. It shall overhang the side of the service pipe by at least 18 inches.

C.1.10 Depth of Cover

Depth of cover shall be measured from the existing or future finished grade, whichever is lower, to top of pipe. Future grade may be used if existing grade is going to be brought up to within 8 inches of finished grade before winter.

C.1.11 Water Main Testing and Sampling Procedures

A combined pressure and leak test typically will be allowed. It shall be performed by contractor and witnessed by the utility during normal working hours with no charge to contractor for successful tests (if any fail, they will be charged at regular rates) for such witnessing.

Though a test section may include more than one segment, any and all intermediate valves shall be at least momentarily checked to see that they hold system pressure, including hydrant lead valves. When practical, they shall be checked for 100% shutoff in each direction.

The pressure and leak test gauge shall be at least 2.5-inch diameter with a range of no more than 200 psi or 4-inch diameter with a range of no more than 300 psi. The gauge shall read in increments not to exceed 5 psi in the testing range.

The duration of the "final" pressure test shall be 2 hours. The duration of the "final" leakage test, if needed, shall be 2 hours.

The contractor shall provide a hydrant nozzle valve for each hydrant to facilitate flushing, if desired. Temporary sample cocks and fittings, when necessary, shall be furnished, installed, and removed by contractor, and main plugged, in presence of engineer, with watertight cc threaded brass plugs, or suitable plug on outlet of corporation when attached to a saddle, at completion of sampling. (For an example of a flushing and sampling assembly, see detail on plans.)

When flushing mains, highly chlorinated water shall be thoroughly de-chlorinated by approved methods. New mains shall be flushed, when possible, at a minimum velocity of 2.5 feet per second, prior to sampling and being put into service. Hydrants shall not be used for bacteriological sampling.

The Sheboygan Water Utility will collect samples during normal working hours at no cost to contractor for successful tests. If any tests fail, they will be charged at regular rates. Collection and testing of samples, if performed at times other than normal policy, by Sheboygan Water Utility, will be charged to the contractor, at overtime rates.

Contractor shall provide all labor and equipment, including sample points, and sterilize, flush, and hydrostatically test all new water main and large service laterals (and extensions and modifications to existing lines). This would apply to lines generally larger than 2 inches in diameter. Pressure testing shall be witnessed by Sheboygan Water Utility, during normal working hours (Monday through Friday, 7:00 AM to 3:30 PM).

Pipes shall be kept clean. Maintaining clean pipes and avoiding major contamination during construction will save time and expense during testing. Even extremely high chlorine concentrations will not disinfect a dirty main. Also, flushing is no substitute for preventive measures during construction.

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

1. After existing pipe, valve, or fitting has been exposed or plug removed, clean and wash existing point of connection with not less than two applications of 25% solution of sodium hypochlorite.
2. Clean and wash each new fitting, valve, and pipe section to remove foreign materials, which could cause contamination. After cleaning and just before lowering into trench, wash with 2 applications of 25% solution sodium hypochlorite. Sterilize joint materials before use. In making installation, care should be used to avoid contaminating surfaces coming in contact with water when installation is restored to service.

Water for flushing and testing purposes may be obtained from Sheboygan Water Utility at no cost to contractor. If pressure test fails, contractor shall be required to pay for additional water. To maintain adequate system pressure, no more than one hydrant at a time shall be flushed without prior approval by the Sheboygan Water Utility. The utility engineer, (920) 459-3806, shall be notified immediately prior to and after flushing, to report when being used and estimate of amount of water used. For work performed after hours and weekends, call on duty personnel at (920) 459-3811.

If water is to be used for any other purpose than filling, flushing, and testing the main, or from other than hydrants installed by contractor on this project, contractor shall apply in person for a Hydrant Use Permit at the Sheboygan Water Utility office, 72 Park Avenue, 8:00 AM to 4:30 PM daily. Contractor shall not operate any "public" water main valve or hydrant. Contractor is only authorized to operate the hydrant nozzle valve that will be installed by the utility after a Hydrant Use Permit is acquired.

Sheboygan Water Utility shall determine the location(s) for sampling, and sample and perform two bacteriological tests at each location. Each dead-end and major branch and every additional approximately 1,000-foot segment of main will be sampled. If, in the opinion of engineer, trench water or excessive dirt or debris has entered the main, samples in such areas shall be taken at intervals of approximately 200 feet. All sampling is performed by utility engineer. Contractor must coordinate with utility engineer to schedule sampling. Samples will not be collected on weekends or on a utility holiday. To confirm test results, call the utility engineer at (920) 459-3806, or the utility's laboratory at (920) 459-3811.

Fire hydrants are not to be used for sampling. If provisions require water services and/or air relief assemblies to be installed at locations acceptable for sampling, the contractor may install such corporations for sampling prior to their reuse after safe samples have been obtained. Sample points shall terminate with no larger than a 1/2-inch hose bib or valve with tailpiece no longer than 6 inches long and 1/2-inch diameter and be capable of sterilization by torching the valve and discharge (a 1/4-inch boiler cock on a building riser is ideal). Sample points must be extended out of the trench, above grade and accessible to utility staff. Utility personnel shall not be required to enter a trench.

Keep sample points, as well as the main and hydrants, from freezing.

In addition to the WDNR's requirements, the Sheboygan Water Utility requires the following sampling procedure be used for sampling new water mains (and larger services) and modifications thereto:

1. Water supply valves shall remain closed at all times during the construction, except while filling, flushing, and at the time of each sampling of the new main. Water shall not be used for any other purpose until after sampling is completed and the line is deemed safe.
2. The final flushing must reduce the high chlorine concentration down to normal distribution system levels (less than 1.0 part per million).
3. After the final flushing, the water main must sit undisturbed, for a minimum of 16 to 24 hours before the first sample is collected by Sheboygan Water Utility. It must remain undisturbed until after the second sample, which will be collected by Sheboygan Water Utility, not less than 24 hours after the first sample. When both the first and second bacteriological samples are tested to be safe, the segment can then be connected to the distribution system and put in services.

If any of the original tests are unsafe, the main can be re-flushed and then resampled. If any of the second set of samples is still unsafe, the water main must be re-chlorinated, flushed, and resampled until satisfactory results are obtained.

C.1.12 Abandonment

Salvage all mechanical joint valves and fittings, hydrants, and valve boxes in immediate area of tie-in to existing mains, or as otherwise noted on the plans, including sections of ductile iron pipe and iron valve boxes and covers, if in reasonably good shape, for pick up by Sheboygan Water Utility. Any pipe, if being abandoned, shall be left in place and the ends bulk headed. Any such materials removed in the course of the work, but not being salvaged by Sheboygan Water Utility, are to be properly disposed of, off-site, by contractor. Hydrant lead shall be cut and capped. Hydrants shall be removed 2 feet below grade.

C.1.13 Restoration

All granular backfill trenches for water main and services shall be capped with a minimum 4 inches of base aggregate dense 1 1/4-inch for a drivable surface. Base aggregate material shall be incidental to the water main.

D Measurement

The department will measure all sizes of PVC and Ductile Iron Water Main 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.0090.01	24-Inch PVC Water Main	LF
SPV.0090.02	24-Inch DI Water Main	LF
SPV.0090.03	16-Inch DI Water Main	LF
SPV.0090.04	10-Inch PVC Water Main	LF
SPV.0090.05	6-Inch DI Water Main	LF

Payment is full compensation for all excavation and disposal of excavated material, except for rock excavation; sawing and breaking pavement; forming foundation; replacing unstable foundation materials; sheeting, shoring, and bracing; dewatering; laying pipe; making connections to new or existing pipe or fixtures; backfilling and compacting; providing and compacting stone bedding, cover material, and granular backfill; trench maintenance; base course; insulation; thrust blocking and water main restraint; polyethylene wrap; tracer wire; utility and lateral crossings; all testing; removal and abandonment of existing water main, hydrants, and associated appurtenances; and restoring the site of the work.

Include cost to support, brace, or temporarily salvage and reinstall utility pole and/or expose existing utilities in unit prices bid for water main and services. Include cost of locating and excavating, as needed, existing utilities to confirm their locations and elevations in order to plan for avoiding interferences in unit prices bid for water main construction. Design of pipe support and supporting existing sewers, water main, and all other utilities and laterals shall be included in unit prices bid for water main. All costs to accommodate backfill testing shall be incidental to the respective work.

Cost for insulating new water main and appurtenances at time of construction is incidental to the respective work. If payment is to be made on a linear foot basis, it is to be measured along the centerline of the portion of water line required to be insulated, unless otherwise specified. These requirements shall also be applied to existing water main when and where contractor is explicitly required to insulate.

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

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

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

I. BASIC CONCEPTS

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

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 (number) TrANS Graduate(s) be utilized on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 2 (number) TrANS Apprentice(s) be utilized on this contract.
- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

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

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

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

Description

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

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

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

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

1. Definitions

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

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

2. WisDOT DBE Program Compliance

a. Documentation Submittal

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

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

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

b. Verification of DBE Commitment

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

(1) DBE Goal Met

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

(2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

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

a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (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.
 - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

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

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

c. Requesting Good Faith Effort Evaluation At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:

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

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

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

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

Additional resources for demonstrating and tracking good faith effort can be found on the “Contracting with a DBE” webpage in the [ASP-3 and Good Faith Effort Guidance](#) section.

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

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

6. Counting DBE Participation

Assessing DBE Work

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

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

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

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

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

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

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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

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

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

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

a. Issuing a Contract Change Order

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

b. Contractor Considerations

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

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

c. Request to Modify DBE Subcontracting Commitment

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

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE_Alert@dot.wi.gov + 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 [Application to Use Joint Checks](#) after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

15. Payment

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

Appendix A

Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

Appendix B

Sample Contractor Solicitation Letter Page 1

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

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

Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.

Does [Prime Contractor] accept quotes in areas we might self-perform? Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.

Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](http://Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov)). This same website can be checked for the contract status.

What should your quote include? All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.

Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials? We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

When are quotes due?

[Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.

Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. – 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

Why partner with [Prime Contractor]?

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

Sample Contractor Solicitation Letter Page 2
(This sample is provided as a guide, not a formatting requirement)
 REQUEST FOR QUOTE

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

Please check all that apply:

- Yes, we will be quoting the projects & items listed below
- No, we are not interested in quoting on the letting or its items referenced below
- Please take our name off your monthly DBE contact list
- We have questions about quoting this letting. Please have someone contact me at this number:

Prime Contractor Contact: _____ DBE: _____
 Phone: _____ Fax: _____
 Email: _____

Please circle the proposals and items you will be quoting below and contact us with any questions

Proposal County	1 Dane County	6 Crawford County
Clearing & Grubbing	X	X
Dump Truck Hauling	X	X
Curb/Gutter/Sidewalk	X	
Erosion Control Items		X
Excavation	X	X
Pavement Marking		X
Traffic Control	X	
Sawing	X	X
QMP, Base		X
Pipe Underdrain	X	
Landscape		X
Beam Guard	X	
Electrical	X	
Signs/Posts/Markers		X
Survey/Staking		X

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

Sample Contractor Solicitation Email - Simplified
(This sample is provided as a guide, not a formatting requirement)

ATTENTION DBEs

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

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

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

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

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

Prime Contractor
Project Manager
 Direct: 414-555-5555
 Cell: 414-555-5556

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

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

ATTENTION WisDOT SUBCONTRACTORS

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

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

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

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

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

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

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

Prime Contractor
Project Manager

Direct: 414-555-5555

Cell: 414-555-5556

Appendix C

Small Business Network (SBN) Overview

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

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

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE_Alert@dot.wi.gov 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 or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

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

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

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

GFE Evaluation Rubric – Phase 1 – Initial Review

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

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

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

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

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

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

GFE EVALUATION – PHASE 2 – Team Review**GFE Team completes:**

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

Rating Scale:

- **GFE Approval:**
Bona Fide = 6 or more categories color coded green.
Genuine effort characterized by sincere and earnest activities – “Solicitation” and “Sound Reasoning” must be green
- **GFE Approval:**
Sufficient = 5 or more categories color coded green or yellow
Adequate effort documented with a variety of quality activities – “Solicitation” and “Sound Reasoning” must be green or yellow
- **GFE Denial:**
Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

Green = Exceeds expectations

Yellow = Meets expectations

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

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

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

GFE RUBRIC ANALYSIS	
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) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

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

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

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

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 Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

Off site Hauling



DOCUMENTATION OF GOOD FAITH EFFORT
 Wisconsin Department of Transportation
 DT1202.....3/2020



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

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

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

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

1. Solicitation Documentation:

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

2. Selected Work Items Documentation:

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

3. Documentation of Project Information provided to Interested DBEs:

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

4. → Documentation of Negotiation with Interested DBEs:

a. → Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

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

5. → Documentation of Sound Reason for Rejecting DBEs:

a. → Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

b. → Action: Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

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

a. → Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

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

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

a. → Purpose: To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

b. → Action: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: <https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx>

ADDITIONAL SPECIAL PROVISION 4

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Acceptance and Final Payment

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

A Description

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$3.30 per gallon.

D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \frac{CFI}{BFI} - 1 \times Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

E Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

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)

SEIVE	AASHTO No. 67 ^[1] COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 67
2-inch	-
1 1/2-inch	-
1-inch	100
3/4-inch	90 – 100
1/2-inch	-
3/8-inch	20 – 55
No. 4	0 – 10
No. 8	0 – 5
No. 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:

<u>ITEM NUMBER</u>	<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 (V_a) 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 (G_{mm}) according to WTM T209.

Air voids (V_a) 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
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *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 DBAconformance@dol.gov, 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 procurement 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, [31 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 Acts-covered 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 [40 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, [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. Such 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 procurement 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, [31 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)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BUY AMERICA PROVISION

Buy America (as documented in M-22-11 from the Office of Management and Budget: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from smelting forward in the manufacturing process) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983, and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsin.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://wisconsin.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

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:	. 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 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$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

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.96	25.13

BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.87	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
CEMENT MASON/CONCRETE FINISHER...	\$ 38.81	23.94

BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0004-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.53	26.01

BRWI0006-002 06/01/2022

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.26	24.83

BRWI0007-002 06/01/2022		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.26	25.52

BRWI0008-002 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.08	24.42

BRWI0011-002 06/01/2022		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

BRWI0019-002 06/01/2022		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	25.73

BRWI0034-002 06/01/2022		

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.....	\$ 41.19	27.05

CARP0264-003 06/01/2016		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0310-002 06/05/2022

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon,
Oneida, Shawano, Taylor and Vilas

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0314-001 06/05/2022

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson,
Lafayette, Richland, Rock, Sauk and Walworth

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/05/2022

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc
and Sheboygan

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake,
Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12

PILEDRIVER.....\$ 37.37 25.96

CARP1056-002 06/05/2022

Rates Fringes

MILLWRIGHT.....\$ 38.00 26.78

CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin,
Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

Rates Fringes

CARPENTER.....\$ 36.80 26.12
PILEDRIVER.....\$ 37.37 25.96

CARP1143-002 06/01/2022

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEU AND
VERNON COUNTIES

Rates Fringes

CARPENTER.....\$ 36.80 26.12
PILEDRIVER.....\$ 37.37 25.96

CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and
Shawano

Rates Fringes

CARPENTER.....\$ 36.80 26.12
PILEDRIVER.....\$ 37.37 25.96

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

Rates Fringes

PILEDRIVERMAN
Zone A.....\$ 31.03 22.69
Zone B.....\$ 31.03 22.69

ELEC0014-002 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, TREMPLEALEU, VERNON, AND WASHBURN
COUNTIES

Rates Fringes

Electricians:.....\$ 39.25 22.34

ELEC0014-007 05/29/2022

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 line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 36.14 29.75%+10.26

ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 43.38 23.13

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

Electricians:

Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 05/30/2021

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.22	26%+11.24

ELEC0430-002 06/01/2023

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 Waupun), 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 carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

 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

	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; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine

Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11

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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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, TREMPLEAU, 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; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

 PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	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, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
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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.....\$ 39.09 24.86
Spray & Sandblast.....\$ 39.84 24.86

PAIN0802-002 06/01/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER

Brush.....\$ 35.00 20.62

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2023

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

PAINTER.....\$ 35.00 20.62

PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

Rates Fringes

Painters:

Brush.....\$ 36.70 24.69
Spray.....\$ 37.70 24.69
Structural Steel.....\$ 36.85 24.69

PAIN1011-002 06/06/2021

FLORENCE COUNTY

Rates Fringes

Painters:.....\$ 26.71 14.38

PLAS0599-002 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, TREMPLEAU, 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
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 35.72	26.09

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Proposal ID: 20231114024 Project(s): 4291-03-70

Federal ID(s): WISC 2024016

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	201.0110 Clearing	57.000 SY	_____.	_____.
0004	201.0210 Grubbing	57.000 SY	_____.	_____.
0006	204.0100 Removing Concrete Pavement	56,950.000 SY	_____.	_____.
0008	204.0110 Removing Asphaltic Surface	168.000 SY	_____.	_____.
0010	204.0150 Removing Curb & Gutter	734.000 LF	_____.	_____.
0012	204.0155 Removing Concrete Sidewalk	350.000 SY	_____.	_____.
0014	204.0165 Removing Guardrail	668.000 LF	_____.	_____.
0016	204.0190 Removing Surface Drains	4.000 EACH	_____.	_____.
0018	204.0195 Removing Concrete Bases	19.000 EACH	_____.	_____.
0020	204.0210 Removing Manholes	8.000 EACH	_____.	_____.
0022	204.0220 Removing Inlets	92.000 EACH	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 01. 4-Inch	7.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 02. 6-Inch	16.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 03. 12-Inch	1,880.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 04. 15-Inch	20.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231114024 Project(s): 4291-03-70

Federal ID(s): WISC 2024016

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	204.0245 Removing Storm Sewer (size) 05. 18-Inch	1,786.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 06. 24-Inch	693.000 LF	_____.	_____.
0036	204.0280 Sealing Pipes	2.000 EACH	_____.	_____.
0038	205.0100 Excavation Common	47,511.000 CY	_____.	_____.
0040	211.0201 Prepare Foundation for Concrete Pavement (project) 01. 4291-03-70	1.000 EACH	_____.	_____.
0042	213.0100 Finishing Roadway (project) 01. 4291-03-70	1.000 EACH	_____.	_____.
0044	305.0120 Base Aggregate Dense 1 1/4-Inch	17,524.000 TON	_____.	_____.
0046	305.0130 Base Aggregate Dense 3-Inch	56,746.000 TON	_____.	_____.
0048	310.0115 Base Aggregate Open-Graded	47.000 CY	_____.	_____.
0050	415.0080 Concrete Pavement 8-Inch	1,409.000 SY	_____.	_____.
0052	415.0410 Concrete Pavement Approach Slab	288.000 SY	_____.	_____.
0054	415.1080 Concrete Pavement HES 8-Inch	200.000 SY	_____.	_____.
0056	415.4100 Concrete Pavement Joint Filling	1,802.000 SY	_____.	_____.
0058	416.0610 Drilled Tie Bars	238.000 EACH	_____.	_____.
0060	416.0620 Drilled Dowel Bars	110.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231114024 Project(s): 4291-03-70

Federal ID(s): WISC 2024016

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	455.0605 Tack Coat	3,070.000 GAL	_____.	_____.
0064	460.2000 Incentive Density HMA Pavement	9,960.000 DOL	1.00000	9,960.00
0066	460.6223 HMA Pavement 3 MT 58-28 S	9,091.000 TON	_____.	_____.
0068	460.6424 HMA Pavement 4 MT 58-28 H	6,478.000 TON	_____.	_____.
0070	465.0105 Asphaltic Surface	30.000 TON	_____.	_____.
0072	465.0125 Asphaltic Surface Temporary	216.000 TON	_____.	_____.
0074	520.8000 Concrete Collars for Pipe	9.000 EACH	_____.	_____.
0076	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	_____.	_____.
0078	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	3.000 EACH	_____.	_____.
0080	601.0405 Concrete Curb & Gutter 18-Inch Type A	193.000 LF	_____.	_____.
0082	601.0407 Concrete Curb & Gutter 18-Inch Type D	83.000 LF	_____.	_____.
0084	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,279.000 LF	_____.	_____.
0086	601.0411 Concrete Curb & Gutter 30-Inch Type D	29,756.000 LF	_____.	_____.
0088	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	185.000 LF	_____.	_____.
0090	601.0600 Concrete Curb Pedestrian	44.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231114024 Project(s): 4291-03-70

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	602.0410 Concrete Sidewalk 5-Inch	4,778.000 SF	_____.	_____.
0094	602.0515 Curb Ramp Detectable Warning Field Natural Patina	168.000 SF	_____.	_____.
0096	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	36.000 SF	_____.	_____.
0098	602.3010 Concrete Surface Drains	5.000 CY	_____.	_____.
0100	603.8000 Concrete Barrier Temporary Precast Delivered	438.000 LF	_____.	_____.
0102	603.8125 Concrete Barrier Temporary Precast Installed	438.000 LF	_____.	_____.
0104	606.0200 Riprap Medium	29.000 CY	_____.	_____.
0106	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,629.000 LF	_____.	_____.
0108	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	21.000 LF	_____.	_____.
0110	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	1,883.000 LF	_____.	_____.
0112	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	869.000 LF	_____.	_____.
0114	611.0530 Manhole Covers Type J	10.000 EACH	_____.	_____.
0116	611.0624 Inlet Covers Type H	77.000 EACH	_____.	_____.
0118	611.0639 Inlet Covers Type H-S	20.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	611.2004 Manholes 4-FT Diameter	7.000 EACH	_____.	_____.
0122	611.2005 Manholes 5-FT Diameter	5.000 EACH	_____.	_____.
0124	611.3004 Inlets 4-FT Diameter	10.000 EACH	_____.	_____.
0126	611.3230 Inlets 2x3-FT	82.000 EACH	_____.	_____.
0128	611.8110 Adjusting Manhole Covers	6.000 EACH	_____.	_____.
0130	611.8115 Adjusting Inlet Covers	1.000 EACH	_____.	_____.
0132	611.8120.S Cover Plates Temporary	2.000 EACH	_____.	_____.
0134	611.9705 Salvaged Manhole Covers	1.000 EACH	_____.	_____.
0136	611.9710 Salvaged Inlet Covers	1.000 EACH	_____.	_____.
0138	612.0106 Pipe Underdrain 6-Inch	1,200.000 LF	_____.	_____.
0140	614.2300 MGS Guardrail 3	300.000 LF	_____.	_____.
0142	614.2500 MGS Thrie Beam Transition	197.000 LF	_____.	_____.
0144	614.2610 MGS Guardrail Terminal EAT	5.000 EACH	_____.	_____.
0146	618.0100 Maintenance And Repair of Haul Roads (project) 01. 4291-03-70	1.000 EACH	_____.	_____.
0148	619.1000 Mobilization	1.000 EACH	_____.	_____.
0150	620.0300 Concrete Median Sloped Nose	853.000 SF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	623.0200 Dust Control Surface Treatment	59,150.000 SY	_____.	_____.
0154	624.0100 Water	790.000 MGAL	_____.	_____.
0156	625.0100 Topsoil	18,797.000 SY	_____.	_____.
0158	628.1504 Silt Fence	5,386.000 LF	_____.	_____.
0160	628.1520 Silt Fence Maintenance	5,386.000 LF	_____.	_____.
0162	628.1905 Mobilizations Erosion Control	6.000 EACH	_____.	_____.
0164	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH	_____.	_____.
0166	628.2008 Erosion Mat Urban Class I Type B	18,797.000 SY	_____.	_____.
0168	628.7005 Inlet Protection Type A	96.000 EACH	_____.	_____.
0170	628.7010 Inlet Protection Type B	1.000 EACH	_____.	_____.
0172	628.7015 Inlet Protection Type C	175.000 EACH	_____.	_____.
0174	628.7020 Inlet Protection Type D	24.000 EACH	_____.	_____.
0176	628.7555 Culvert Pipe Checks	14.000 EACH	_____.	_____.
0178	628.7560 Tracking Pads	7.000 EACH	_____.	_____.
0180	628.7570 Rock Bags	320.000 EACH	_____.	_____.
0182	629.0210 Fertilizer Type B	14.200 CWT	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	630.0140 Seeding Mixture No. 40	405.000 LB	_____.	_____.
0186	630.0200 Seeding Temporary	610.000 LB	_____.	_____.
0188	630.0500 Seed Water	505.000 MGAL	_____.	_____.
0190	633.5200 Markers Culvert End	4.000 EACH	_____.	_____.
0192	634.0618 Posts Wood 4x6-Inch X 18-FT	41.000 EACH	_____.	_____.
0194	637.2210 Signs Type II Reflective H	312.490 SF	_____.	_____.
0196	637.2215 Signs Type II Reflective H Folding	36.260 SF	_____.	_____.
0198	638.2102 Moving Signs Type II	18.000 EACH	_____.	_____.
0200	638.2602 Removing Signs Type II	38.000 EACH	_____.	_____.
0202	638.3000 Removing Small Sign Supports	38.000 EACH	_____.	_____.
0204	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0206	643.0300 Traffic Control Drums	68,294.000 DAY	_____.	_____.
0208	643.0410 Traffic Control Barricades Type II	762.000 DAY	_____.	_____.
0210	643.0420 Traffic Control Barricades Type III	13,741.000 DAY	_____.	_____.
0212	643.0500 Traffic Control Flexible Tubular Marker Posts	788.000 EACH	_____.	_____.



Proposal Schedule of Items

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0214	643.0600 Traffic Control Flexible Tubular Marker Bases	788.000 EACH	_____.	_____.
0216	643.0705 Traffic Control Warning Lights Type A	27,192.000 DAY	_____.	_____.
0218	643.0715 Traffic Control Warning Lights Type C	9,985.000 DAY	_____.	_____.
0220	643.0800 Traffic Control Arrow Boards	488.000 DAY	_____.	_____.
0222	643.0900 Traffic Control Signs	42,354.000 DAY	_____.	_____.
0224	643.0920 Traffic Control Covering Signs Type II	50.000 EACH	_____.	_____.
0226	643.1050 Traffic Control Signs PCMS	70.000 DAY	_____.	_____.
0228	643.3105 Temporary Marking Line Paint 4-Inch	14,826.000 LF	_____.	_____.
0230	643.3150 Temporary Marking Line Removable Tape 4-Inch	24,054.000 LF	_____.	_____.
0232	643.3180 Temporary Marking Line Removable Tape 6-Inch	3,767.000 LF	_____.	_____.
0234	643.3205 Temporary Marking Line Paint 8-Inch	212.000 LF	_____.	_____.
0236	643.3250 Temporary Marking Line Removable Tape 8-Inch	1,187.000 LF	_____.	_____.
0238	643.3505 Temporary Marking Arrow Paint	4.000 EACH	_____.	_____.
0240	643.3550 Temporary Marking Arrow Removable Tape	10.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0242	643.3805 Temporary Marking Stop Line Paint 18-Inch	40.000 LF	_____.	_____.
0244	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	342.000 LF	_____.	_____.
0246	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0248	644.1410 Temporary Pedestrian Surface Asphalt	5,594.000 SF	_____.	_____.
0250	644.1601 Temporary Pedestrian Curb Ramp	120.000 DAY	_____.	_____.
0252	644.1810 Temporary Pedestrian Barricade	5,636.000 LF	_____.	_____.
0254	645.0111 Geotextile Type DF Schedule A	534.000 SY	_____.	_____.
0256	645.0120 Geotextile Type HR	115.000 SY	_____.	_____.
0258	645.0220 Geogrid Type SR	26,850.000 SY	_____.	_____.
0260	646.1005 Marking Line Paint 4-Inch	32,511.000 LF	_____.	_____.
0262	646.3005 Marking Line Paint 8-Inch	2,810.000 LF	_____.	_____.
0264	646.5005 Marking Arrow Paint	33.000 EACH	_____.	_____.
0266	646.5105 Marking Word Paint	7.000 EACH	_____.	_____.
0268	646.6105 Marking Stop Line Paint 18-Inch	507.000 LF	_____.	_____.
0270	646.7405 Marking Crosswalk Paint Transverse Line 6-Inch	615.000 LF	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): WISC 2024016

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	646.8105 Marking Curb Paint	506.000 LF	_____.	_____.
0274	646.8205 Marking Island Nose Paint	15.000 EACH	_____.	_____.
0276	646.9000 Marking Removal Line 4-Inch	593.000 LF	_____.	_____.
0278	646.9100 Marking Removal Line 8-Inch	658.000 LF	_____.	_____.
0280	646.9200 Marking Removal Line Wide	265.000 LF	_____.	_____.
0282	646.9300 Marking Removal Special Marking	11.000 EACH	_____.	_____.
0284	650.4000 Construction Staking Storm Sewer	104.000 EACH	_____.	_____.
0286	650.4500 Construction Staking Subgrade	16,210.000 LF	_____.	_____.
0288	650.5000 Construction Staking Base	16,210.000 LF	_____.	_____.
0290	650.5500 Construction Staking Curb Gutter and Curb & Gutter	29,789.000 LF	_____.	_____.
0292	650.7000 Construction Staking Concrete Pavement	505.000 LF	_____.	_____.
0294	650.9000 Construction Staking Curb Ramps	11.000 EACH	_____.	_____.
0296	650.9500 Construction Staking Sidewalk (project) 01. 4291-03-70	1.000 EACH	_____.	_____.
0298	650.9911 Construction Staking Supplemental Control (project) 01. 4291-03-70	1.000 EACH	_____.	_____.
0300	650.9920 Construction Staking Slope Stakes	16,210.000 LF	_____.	_____.



Proposal Schedule of Items

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0302	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	115.000 LF	_____.	_____.
0304	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,921.000 LF	_____.	_____.
0306	653.0140 Pull Boxes Steel 24x42-Inch	18.000 EACH	_____.	_____.
0308	653.0905 Removing Pull Boxes	27.000 EACH	_____.	_____.
0310	654.0101 Concrete Bases Type 1	8.000 EACH	_____.	_____.
0312	654.0102 Concrete Bases Type 2	3.000 EACH	_____.	_____.
0314	654.0110 Concrete Bases Type 10	1.000 EACH	_____.	_____.
0316	654.0113 Concrete Bases Type 13	1.000 EACH	_____.	_____.
0318	654.0120 Concrete Bases Type 10-Special	2.000 EACH	_____.	_____.
0320	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.
0322	655.0230 Cable Traffic Signal 5-14 AWG	1,024.000 LF	_____.	_____.
0324	655.0240 Cable Traffic Signal 7-14 AWG	981.000 LF	_____.	_____.
0326	655.0260 Cable Traffic Signal 12-14 AWG	1,603.000 LF	_____.	_____.
0328	655.0263 Cable Traffic Signal 15-10 AWG	280.000 LF	_____.	_____.
0330	655.0320 Cable Type UF 2-10 AWG Grounded	1,151.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0332	655.0515 Electrical Wire Traffic Signals 10 AWG	2,356.000 LF	_____.	_____.
0334	655.0610 Electrical Wire Lighting 12 AWG	819.000 LF	_____.	_____.
0336	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. CTH TA & Taylor Frontage Road	1.000 EACH	_____.	_____.
0338	657.0100 Pedestal Bases	8.000 EACH	_____.	_____.
0340	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	3.000 EACH	_____.	_____.
0342	657.0310 Poles Type 3	3.000 EACH	_____.	_____.
0344	657.0350 Poles Type 10	1.000 EACH	_____.	_____.
0346	657.0352 Poles Type 10-Special	2.000 EACH	_____.	_____.
0348	657.0360 Poles Type 13	1.000 EACH	_____.	_____.
0350	657.0405 Traffic Signal Standards Aluminum 3.5-FT	1.000 EACH	_____.	_____.
0352	657.0410 Traffic Signal Standards Aluminum 9-FT	1.000 EACH	_____.	_____.
0354	657.0420 Traffic Signal Standards Aluminum 13-FT	5.000 EACH	_____.	_____.
0356	657.0425 Traffic Signal Standards Aluminum 15-FT	1.000 EACH	_____.	_____.
0358	657.0530 Monotube Arms 30-FT	1.000 EACH	_____.	_____.
0360	657.0536 Monotube Arms 35-FT-Special	1.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0362	657.0546 Monotube Arms 45-FT-Special	1.000 EACH	_____.	_____.
0364	657.0550 Monotube Arms 50-FT	1.000 EACH	_____.	_____.
0366	657.0595 Trombone Arms 25-FT	2.000 EACH	_____.	_____.
0368	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	3.000 EACH	_____.	_____.
0370	657.0806 Luminaire Arms Steel 6-FT	4.000 EACH	_____.	_____.
0372	658.0173 Traffic Signal Face 3S 12-Inch	23.000 EACH	_____.	_____.
0374	658.0174 Traffic Signal Face 4S 12-Inch	4.000 EACH	_____.	_____.
0376	658.0416 Pedestrian Signal Face 16-Inch	4.000 EACH	_____.	_____.
0378	658.0500 Pedestrian Push Buttons	5.000 EACH	_____.	_____.
0380	658.5070 Signal Mounting Hardware (location) 01. CTH TA & New Jersey Avenue	1.000 EACH	_____.	_____.
0382	658.5070 Signal Mounting Hardware (location) 02. CTH TA & Taylor Drive Frontage Road	1.000 EACH	_____.	_____.
0384	659.1125 Luminaires Utility LED C	7.000 EACH	_____.	_____.
0386	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	37.000 EACH	_____.	_____.
0388	690.0150 Sawing Asphalt	1,210.000 LF	_____.	_____.
0390	690.0250 Sawing Concrete	2,471.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0392	715.0720 Incentive Compressive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0394	740.0440 Incentive IRI Ride	5,734.000 DOL	1.00000	5,734.00
0396	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
0398	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0400	SPV.0060 Special 01. Storm Sewer Cut-In	3.000 EACH	_____.	_____.
0402	SPV.0060 Special 02. Adjusting Valve Box	15.000 EACH	_____.	_____.
0404	SPV.0060 Special 03. 24-Inch Butterfly Valve and Valve Box	2.000 EACH	_____.	_____.
0406	SPV.0060 Special 04. 10-Inch Gate Valve and Valve Box	1.000 EACH	_____.	_____.
0408	SPV.0060 Special 05. 6-Inch Gate Valve and Valve Box	2.000 EACH	_____.	_____.
0410	SPV.0060 Special 06. Fire Hydrant Assembly	2.000 EACH	_____.	_____.
0412	SPV.0060 Special 07. Utility Line Opening (ULO)	4.000 EACH	_____.	_____.
0414	SPV.0060 Special 08. Remove Traffic Signals CTH TA & New Jersey Avenue	1.000 EACH	_____.	_____.
0416	SPV.0060 Special 09. Remove Traffic Signals CTH TA & Taylor Drive Frontage Road	1.000 EACH	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0418	SPV.0060 Special 10. Emergency Vehicle Preemption System CTH TA & New Jersey Avenue	1.000 EACH	_____.	_____.
0420	SPV.0060 Special 11. Emergency Vehicle Preemption System CTH TA & Taylor Drive Frontage Road	1.000 EACH	_____.	_____.
0422	SPV.0060 Special 12. Maintain Traffic Signals CTH TA & Union Avenue	1.000 EACH	_____.	_____.
0424	SPV.0060 Special 13. Maintain Traffic Signals CTH TA & Indiana Avenue	1.000 EACH	_____.	_____.
0426	SPV.0060 Special 14. Maintain Traffic Signals CTH TA & Erie Avenue	1.000 EACH	_____.	_____.
0428	SPV.0060 Special 15. Maintain Traffic Signals CTH TA & Meijer Driveway	1.000 EACH	_____.	_____.
0430	SPV.0060 Special 16. Salvage and Reinstall Traffic Signal Controller and Cabinet	1.000 EACH	_____.	_____.
0432	SPV.0060 Special 17. Salvage and Reinstall Video Detection System CTH TA & New Jersey Avenue	1.000 EACH	_____.	_____.
0434	SPV.0060 Special 18. Salvage and Reinstall Video Detection System CTH TA & Taylor Drive Frontage	1.000 EACH	_____.	_____.
0436	SPV.0060 Special 19. Maintain Existing Traffic Signal Cabinet CTH TA & New Jersey Avenue	1.000 EACH	_____.	_____.
0438	SPV.0060 Special 20. Inlet Covers Type DW	5.000 EACH	_____.	_____.
0440	SPV.0090 Special 01. 24-Inch PVC Water Main	409.000 LF	_____.	_____.



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Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0442	SPV.0090 Special 02. 24-Inch DI Water Main	4.000 LF	_____.	_____.
0444	SPV.0090 Special 03. 16-Inch DI Water Main	4.000 LF	_____.	_____.
0446	SPV.0090 Special 04. 10-Inch PVC Water Main	14.000 LF	_____.	_____.
0448	SPV.0090 Special 05. 6-Inch DI Water Main	29.000 LF	_____.	_____.
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 [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) 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 [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) 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://wisconsin.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://wisconsin.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 assistance 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).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . 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.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 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	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, TREMPLEAU, 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, AND 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

* 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	26.80

* 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
BRICKLAYER.....	\$ 40.00	26.06

* 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	26.19

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

* 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

Rates Fringes

CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

* CARP1056-002 06/01/2023

Rates Fringes

MILLWRIGHT.....	\$ 40.00	27.77
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* CARP1074-002 06/05/2023

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

Rates Fringes

CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

* CARP1143-002 06/05/2023

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU AND VERNON COUNTIES

Rates Fringes

CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

* CARP1146-002 06/05/2023

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

Rates Fringes

CARPENTER.....	\$ 38.86	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
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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, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

Electricians:.....	\$ 39.25	22.34
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ELEC0014-007 05/29/2022

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 line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

 ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

 ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

* ELEC0388-002 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 Waupun), 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 carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

 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

	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; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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 TREMPLEAU
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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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, TREMPLEAU, 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; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	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, TREMPLEAU, 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.....	\$ 39.09	24.86
Spray & Sandblast.....	\$ 39.84	24.86

PAIN0802-002 06/01/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER

Brush.....	\$ 35.00	20.62
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2023

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

PAINTER.....	\$ 35.00	20.62
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PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

Rates Fringes

Painters:

Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

PAIN1011-002 06/06/2021

FLORENCE COUNTY

Rates Fringes

Painters:.....	\$ 26.71	14.38
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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, TREMPLEAU, 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
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 35.72	26.09

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL 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).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . 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.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 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	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, TREMPLEAU, 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, AND 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

* 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	26.80

* BRWI0008-002 06/05/2023		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.96	25.67

* BRWI0009-001 06/01/2023		

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

* BRWI0011-002 06/01/2023		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

* BRWI0013-002 06/01/2023		

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.56	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.....	\$ 39.32	26.74

* BRWI0021-002 06/01/2023		

DODGE AND JEFFERSON COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 40.49	27.24
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* 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 (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

* 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

	Rates	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

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

* CARP1143-002 06/05/2023

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

* CARP1146-002 06/05/2023

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes
CARPENTER.....	\$ 38.86	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, TREMPLEAU, 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(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

* ELEC0388-002 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

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

* 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 Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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

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 and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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 TREMPLEAU 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

	Rates	Fringes
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 Sawyer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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

* LAB00113-009 06/05/2023

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.....	\$ 43.24	22.75
Group 7.....	\$ 43.89	22.75

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

- *Compressed Air 15 - 30 lbs add \$2.00 to all classifications
- *Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/05/2023

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, WALWORTH, 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 Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders;

Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/05/2023

DANE AND DOUGLAS COUNTIES

	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 Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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 Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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, TREMPLEAU, 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
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 35.72	26.09

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

"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).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . 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.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 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	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.....	\$ 39.52	31.50
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

* BRWI0001-002 06/01/2023

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, 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, AND OCONTO COUNTIES

Rates	Fringes
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BRICKLAYER.....\$ 40.00 26.06

* BRWI0004-002 06/01/2023

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates Fringes

BRICKLAYER.....\$ 44.50 26.96

* 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 26.80

* BRWI0008-002 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 44.96 25.67

* BRWI0009-001 06/01/2023

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.00 26.06

* BRWI0011-002 06/01/2023

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.00 26.06

* BRWI0013-002 06/01/2023

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

Rates Fringes

BRICKLAYER.....\$ 41.56 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.....	\$ 39.32	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

	Rates	Fringes
BRICKLAYER.....	\$ 41.56	26.19

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

* 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

	Rates	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

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

* CARP1143-002 06/05/2023

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU AND VERNON COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

* CARP1146-002 06/05/2023

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes
CARPENTER.....	\$ 38.86	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

ELEC0014-007 05/29/2022

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 (Wausaukee and area South thereof), OCONTO, MENOMINEE
 (East of a line 6 miles West of the West boundary of Oconto
 County), SHAWANO (Except Area North of Townships of Aniwa and
 Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

 ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
 Emmet Townships), GREEN, LAKE (except Townships of Berlin,
 Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
 Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
 COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

 ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
 Florence and Homestead) AND MARINETTE COUNTY (Township of
 Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

 ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

 * ELEC0388-002 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
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Electricians:.....	\$ 38.74	26%+11.76
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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 Waupun), 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 carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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		

	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

ENGI0139-001 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 Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and

Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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 TREMPLEAU 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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

 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, TREMPLEAU, 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; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

 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; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	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, TREMPLEAU, 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.....	\$ 39.09	24.86
Spray & Sandblast.....	\$ 39.84	24.86

PAIN0802-002 06/01/2023		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 35.00	20.62

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2023		
ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES		

	Rates	Fringes
PAINTER.....	\$ 35.00	20.62

PAIN0934-001 06/01/2022		

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

PAIN1011-002 06/06/2021		

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

PLAS0599-002 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, TREMPLEAU, 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

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

	Rates	Fringes
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	20.94

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, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 46.89	22.73

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
3 or more axles; Euclids or Dumptor, Articulated 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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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"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).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . 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.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 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 36.10

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 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 29.00

 ASBE0127-002 06/01/2023

Rates Fringes

Heat and Frost Insulator
 (Includes the application of
 all insulating materials,
 protective coverings,
 coatings and finishes to all
 types of mechanical systems;
 and the application of
 firestopping material in
 walls, floors, ceilings.
 Includes preparation,
 wetting, stripping, removal,
 scrapping vacuuming, bagging
 and disposing of all
 insulation materials from
 mechanical systems whether
 they contain asbestos or not)....\$ 39.59 26.21

 BOIL0107-001 01/01/2021

Rates Fringes

BOILERMAKER
 Boilermaker.....\$ 39.52 31.50
 Small Boiler Repair (under
 25,000 lbs/hr).....\$ 26.91 16.00

 * BRWI0001-003 06/01/2023

CRAWFORD, JUNEAU, MONROE, TREMPLEAU, 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 DU LAC, GREEN LAKE, MANITOWOC,
MARINETTE, MARQUETTE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA
COUNTIES

Rates Fringes

BRICKLAYER
Bricklayer, Cement Mason,
Tile Setter.....\$ 40.00 26.06

* BRWI0004-003 06/01/2023

WALWORTH COUNTY

Rates Fringes

BRICKLAYER.....\$ 44.50 26.96
CEMENT MASON/CONCRETE FINISHER...\$ 40.16 26.96
TILE SETTER.....\$ 37.29 26.96

* BRWI0006-001 06/01/2023

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MENOMINEE, ONEIDA,
PORTAGE, TAYLOR, VILAS AND WOOD COUNTIES

Rates Fringes

BRICKLAYER
Bricklayer,Cement
Mason,Tile Setter.....\$ 40.08 25.98

* BRWI0006-004 06/01/2023

PRICE COUNTY

Rates Fringes

Bricklayer & Tile Setter.....\$ 40.08 25.98

* BRWI0007-003 06/01/2023

GREEN AND LAFAYETTE COUNTIES

Rates Fringes

Bricklayer & Tile Setter.....\$ 40.95 26.80

* BRWI0013-003 06/01/2023

GRANT, IOWA, AND RICHLAND COUNTIES

Rates Fringes

Bricklayer.....\$ 41.56 26.19

Tile Layer.....	\$ 38.40	25.66
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* BRWI0019-004 06/01/2023

BARRON, BURNETT (Southern half), DUNN, PEPIN, POLK, RUSK, AND WASHBURN (Southern half) COUNTIES

	Rates	Fringes
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BRICKLAYER

Bricklayer, Cement Mason, Tile Layer.....	\$ 39.32	26.74
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* BRWI0019-005 06/01/2023

SAWYER COUNTY

	Rates	Fringes
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Bricklayer & Tile Setter.....	\$ 39.32	26.74
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* BRWI0021-001 06/01/2023

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
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BRICKLAYER

Bricklayer, Cement Mason, Tile Layer.....	\$ 40.49	27.24
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* BRWI0034-001 06/01/2023

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
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BRICKLAYER

Bricklayer, Cement Mason, Tile Layer.....	\$ 41.56	26.19
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CARP0068-013 05/02/2022

BURNETT (West of highway 48) AND POLK(West of Highways 35, 48 & 65) COUNTIES

	Rates	Fringes
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CARPENTER (Including Drywall Hanging, Acoustical work).....	\$ 41.51	27.32
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* CARP0310-003 06/01/2023

Ashland, Bayfield, Iron, Price and Shawano

	Rates	Fringes
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CARPENTER (Including Drywall Hanging, Acoustical Work).....	\$ 38.86	27.06
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* CARP0314-003 06/01/2023

Columbia, Dodge, Grant, Green, Iowa, Jefferson, Lafayette,

Richland, Sauk and Walworth

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical work).....	\$ 38.86	27.06

CARP0361-006 05/03/2021		

BAYFIELD COUNTY (West of Hwy 63)

	Rates	Fringes
Carpenters: (Including Drywall Hanging, Acoustical work).....	\$ 39.71	26.01

* CARP1056-004 06/01/2023		

	Rates	Fringes
MILLWRIGHT.....	\$ 40.00	27.77

* CARP1074-006 06/01/2023		

Barron, Burnett, Dunn, Pepin, Polk, Rusk, Sawyer 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).....	\$ 38.86	27.06

* CARP1146-004 06/01/2023		

Florence, Marinette and Oconto

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical work).....	\$ 38.86	27.06

CARP1348-006 05/01/2020		

BAYFIELD COUNTY (Western 1/3)

	Rates	Fringes
MILLWRIGHT.....	\$ 35.75	21.30

ELEC0014-001 12/25/2022		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (Except Colby, Fremont, Lynn, Maryville, Sherman, Sherwood, Unity), CRAWFORD, DUNN, GRANT, IRON, JACKSON, MONROE, PEPIN, POLK, PRICE, RICHLAND, RUSK, SAWYER, TAYLOR, TREMPPEALEAU,

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(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.14	29.75%+10.26

ELEC0159-001 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)

	Rates	Fringes
ELECTRICIAN Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

* ELEC0388-004 06/01/2023

ADAMS, CLARK (Colby, Fremont, 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

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 carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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.....	\$ 41.00	30.13

* IRON0498-007 06/01/2023

GREEN (S.E. 1/3) AND WALWORTH (Except N.E. part) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 45.18	47.08

* IRON0512-009 04/30/2023

BARRON, BUFFALO, CLARK, DUNN, JACKSON, PEPIN, POLK, RUSK, TAYLOR AND TREMPLEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.00	34.11

* IRON0512-023 04/30/2023

ASHLAND, BAYFIELD, BURNETT, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.14	34.11

LAB00140-003 06/05/2023

BUFFALO, CRAWFORD, GRANT, JACKSON, JUNEAU, MONROE, RICHLAND, TREMPLEAU (Southern part), AND VERNON COUNTIES

	Rates	Fringes
Laborer, General.....	\$ 34.60	19.25
Laborer: Asbestos/hazardous material remover (Preparation, Removal and Encapsulation of Hazardous Materials from Non-Mechanical Systems).....	\$ 33.55	19.25

NOTE: Mason Tender \$1.00 over general laborer scale; Pipelayer \$1.00 over general laborer scale

LAB00268-001 06/05/2023

AREA 1: BARRON, CLARK (West 1/3), DUNN, PEPIN, POLK, RUSK TAYLOR (West 1/3)

AREA 2: CLARK (East 2/3), LANGLADE, LINCOLN, ONEIDA, PRICE, TAYLOR (East 2/3), VILAS, WOOD

AREA 3: BURNETT, IRON, SAWYER, WASHBURN

Rates Fringes

Laborer, General		
Area 1.....	\$ 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, Iron, Sawyer & Washburn \$.70 over general laborer.

LAB00330-001 06/01/2023

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.....	\$ 33.95	19.25

NOTE: Mason Tender \$1.00 over general laborer.

LAB00464-005 06/05/2023

ADAMS, COLUMBIA, GREEN, JEFFERSON, LAFAYETTE, SAUK, AND WALWORTH COUNTIES

Rates Fringes

Laborer, General		
Adams County.....	\$ 33.95	19.25
Remaining Area.....	\$ 34.60	19.25
Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous Materials from Non-mechanical Systems)		
Adams County.....	\$ 33.55	19.25
Remaining Area.....	\$ 33.55	19.25

LAB00464-008 06/01/2023

Rates Fringes

Landscape Laborer.....	\$ 19.72	17.84
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LAB01091-001 06/01/2023

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.....	\$ 31.74	22.55
Laborer: Asbestos/hazardous material remover (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.....	\$ 30.29	22.55
Laborer: Asbestos/hazardous material remover (Preparation, Removal, 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...	\$ 36.04	25.80
PLASTERER.....	\$ 39.26	23.92

PLAS0599-007 06/04/2023		

BUFFALO, CRAWFORD, JACKSON, JUNEAU, MONROE, POLK, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.04	25.80
PLASTERER.....	\$ 39.26	23.92

PLAS0599-011 06/05/2023		

GRANT, GREEN, IOWA, AND LAFAYETTE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 42.07	24.59
PLASTERER.....	\$ 39.98	25.81

* PLAS0633-046 06/01/2023		

BAYFIELD, PRICE, AND SAWYER COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.17	22.13
PLASTERER.....	\$ 38.24	23.23

PLUM0011-009 05/01/2023

ASHLAND BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work).....	\$ 47.52	25.78

PLUM0075-006 06/01/2021

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

	Rates	Fringes
PLUMBER (Including HVAC work)....	\$ 48.50	25.29

PLUM0075-008 06/01/2021

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

	Rates	Fringes
PLUMBER (Including HVAC work)....	\$ 48.50	25.29

PLUM0118-003 06/01/2023

WALWORTH COUNTY

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work).....	\$ 50.50	25.47

PLUM0400-002 06/04/2018

ADAMS, CALUMET, DODGE (Except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (Except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work)		
(1) Small buildings (except industrial and power plants) where plumbing or heating is \$50,000 or less.....	\$ 32.15	17.57
(2) All other work.....	\$ 36.74	19.06

PLUM0434-004 05/28/2023

BARRON, BUFFALO, CLARK, CRAWFORD, DUNN, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LANGLADE, LINCOLN, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work).....	\$ 46.89	22.73

PLUM0601-006 06/01/2022		

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

	Rates	Fringes
PIPEFITTER (Including HVAC work).....	\$ 50.00	28.93

PLUM0601-008 06/01/2022		

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER (Including HVAC work).....	\$ 52.06	26.86

SHEE0010-031 05/01/2008		

ASHLAND, BAYFIELD AND IRON COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 27.53	14.61

SHEE0018-003 06/01/2023		

FOND DU LAC AND MANITOWOC COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC work).....	\$ 39.01	31.07

SHEE0018-004 06/01/2023		

ADAMS, DOOR, FLORENCE, FOREST, GREEN LAKE, KEWAUNEE, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC work).....	\$ 42.47	28.85

SHEE0018-014 06/01/2020		

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC work).....	\$ 47.44	24.62

SHEE0018-015 09/01/2022		

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).....	\$ 41.50	32.94

SHEE0018-018 05/26/2019		

LANGLADE, LINCOLN, ONEIDA, PORTAGE, AND WOOD COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC work)		
Contracts \$120,000 or less..	\$ 24.46	17.18
Contracts over \$120,000.....	\$ 32.25	28.55

SHEE0018-022 06/01/2023		

BARRON, BUFFALO, BURNETT, CLARK, DUNN, JACKSON, PEPIN, POLK, PRICE, RUSK, SAWYER, TAYLOR, TREMPLEAU, AND WASHBURN COUNTIES

	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		

CRAWFORD, GRANT, JUNEAU, MONROE, RICHLAND, AND VERNON COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Including HVAC work).....	\$ 39.84	29.19

TEAM0346-003 05/01/2023		

ASHLAND, BAYFIELD, BURNETT, SAWYER & WASHINGTON COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 Axle Trucks.....	\$ 33.95	21.58

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.....	\$ 35.57	26.09
3 or more Axles.....	\$ 35.72	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).....	\$ 14.64 **	2.55
Spray.....	\$ 13.72 **	2.25
Power Equipment Operator		
Backhoe.....	\$ 17.454	7.61
Excavator.....	\$ 17.37	7.45
Front End Loader.....	\$ 23.36	4.61
ROOFER.....	\$ 15.52 **	3.21
TRUCK DRIVER (3-Axle).....	\$ 15.28 **	4.78

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

"



Wisconsin Department of Transportation

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

November 2, 2023

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #24: 4291-03-70, WISC 2024016
Sheboygan Co, CTH TA
Union Avenue to Erie Avenue
CTH TA
Sheboygan County

Letting of November 14, 2023

This is Addendum No. 01, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
16	Pre-Electrical Work Meeting

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
740.0440	Incentive IRI Ride	DOL	5,734	5,734	11,468

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 01

4291-03-70

November 2, 2023

Special Provisions

16. Pre-Electrical Work Meeting

Replace entire article language with the following:

Arrange and attend one Pre-Electrical Work Meeting to discuss proposed traffic signal and electrical work. Hold the meeting a minimum of one week prior to beginning any traffic signal or electrical work. Invite representatives from all parties involved in traffic signal or electrical work. Contact Sheboygan County (Bryan Olson, 920-459-3822) and the City of Sheboygan (Mike Willmas, 920-459-3444) a minimum of one week prior to the meeting.

Schedule of Items

Attached, dated November 2, 2023, are the revised Schedule of Items Pages 1 - 16.

END OF ADDENDUM



Proposal Schedule of Items

Proposal ID: 20231114024 Project(s): 4291-03-70

Federal ID(s): WISC 2024016

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	201.0110 Clearing	57.000 SY	_____.	_____.
0004	201.0210 Grubbing	57.000 SY	_____.	_____.
0006	204.0100 Removing Concrete Pavement	56,950.000 SY	_____.	_____.
0008	204.0110 Removing Asphaltic Surface	168.000 SY	_____.	_____.
0010	204.0150 Removing Curb & Gutter	734.000 LF	_____.	_____.
0012	204.0155 Removing Concrete Sidewalk	350.000 SY	_____.	_____.
0014	204.0165 Removing Guardrail	668.000 LF	_____.	_____.
0016	204.0190 Removing Surface Drains	4.000 EACH	_____.	_____.
0018	204.0195 Removing Concrete Bases	19.000 EACH	_____.	_____.
0020	204.0210 Removing Manholes	8.000 EACH	_____.	_____.
0022	204.0220 Removing Inlets	92.000 EACH	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 01. 4-Inch	7.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 02. 6-Inch	16.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 03. 12-Inch	1,880.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 04. 15-Inch	20.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231114024 Project(s): 4291-03-70

Federal ID(s): WISC 2024016

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	204.0245 Removing Storm Sewer (size) 05. 18-Inch	1,786.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 06. 24-Inch	693.000 LF	_____.	_____.
0036	204.0280 Sealing Pipes	2.000 EACH	_____.	_____.
0038	205.0100 Excavation Common	47,511.000 CY	_____.	_____.
0040	211.0201 Prepare Foundation for Concrete Pavement (project) 01. 4291-03-70	1.000 EACH	_____.	_____.
0042	213.0100 Finishing Roadway (project) 01. 4291-03-70	1.000 EACH	_____.	_____.
0044	305.0120 Base Aggregate Dense 1 1/4-Inch	17,524.000 TON	_____.	_____.
0046	305.0130 Base Aggregate Dense 3-Inch	56,746.000 TON	_____.	_____.
0048	310.0115 Base Aggregate Open-Graded	47.000 CY	_____.	_____.
0050	415.0080 Concrete Pavement 8-Inch	1,409.000 SY	_____.	_____.
0052	415.0410 Concrete Pavement Approach Slab	288.000 SY	_____.	_____.
0054	415.1080 Concrete Pavement HES 8-Inch	200.000 SY	_____.	_____.
0056	415.4100 Concrete Pavement Joint Filling	1,802.000 SY	_____.	_____.
0058	416.0610 Drilled Tie Bars	238.000 EACH	_____.	_____.
0060	416.0620 Drilled Dowel Bars	110.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231114024 Project(s): 4291-03-70

Federal ID(s): WISC 2024016

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	455.0605 Tack Coat	3,070.000 GAL	_____.	_____.
0064	460.2000 Incentive Density HMA Pavement	9,960.000 DOL	1.00000	9,960.00
0066	460.6223 HMA Pavement 3 MT 58-28 S	9,091.000 TON	_____.	_____.
0068	460.6424 HMA Pavement 4 MT 58-28 H	6,478.000 TON	_____.	_____.
0070	465.0105 Asphaltic Surface	30.000 TON	_____.	_____.
0072	465.0125 Asphaltic Surface Temporary	216.000 TON	_____.	_____.
0074	520.8000 Concrete Collars for Pipe	9.000 EACH	_____.	_____.
0076	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	_____.	_____.
0078	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	3.000 EACH	_____.	_____.
0080	601.0405 Concrete Curb & Gutter 18-Inch Type A	193.000 LF	_____.	_____.
0082	601.0407 Concrete Curb & Gutter 18-Inch Type D	83.000 LF	_____.	_____.
0084	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,279.000 LF	_____.	_____.
0086	601.0411 Concrete Curb & Gutter 30-Inch Type D	29,756.000 LF	_____.	_____.
0088	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	185.000 LF	_____.	_____.
0090	601.0600 Concrete Curb Pedestrian	44.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231114024 Project(s): 4291-03-70

Federal ID(s): WISC 2024016

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	602.0410 Concrete Sidewalk 5-Inch	4,778.000 SF	_____.	_____.
0094	602.0515 Curb Ramp Detectable Warning Field Natural Patina	168.000 SF	_____.	_____.
0096	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	36.000 SF	_____.	_____.
0098	602.3010 Concrete Surface Drains	5.000 CY	_____.	_____.
0100	603.8000 Concrete Barrier Temporary Precast Delivered	438.000 LF	_____.	_____.
0102	603.8125 Concrete Barrier Temporary Precast Installed	438.000 LF	_____.	_____.
0104	606.0200 Riprap Medium	29.000 CY	_____.	_____.
0106	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,629.000 LF	_____.	_____.
0108	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	21.000 LF	_____.	_____.
0110	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	1,883.000 LF	_____.	_____.
0112	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	869.000 LF	_____.	_____.
0114	611.0530 Manhole Covers Type J	10.000 EACH	_____.	_____.
0116	611.0624 Inlet Covers Type H	77.000 EACH	_____.	_____.
0118	611.0639 Inlet Covers Type H-S	20.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20231114024 Project(s): 4291-03-70

Federal ID(s): WISC 2024016

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	611.2004 Manholes 4-FT Diameter	7.000 EACH	_____.	_____.
0122	611.2005 Manholes 5-FT Diameter	5.000 EACH	_____.	_____.
0124	611.3004 Inlets 4-FT Diameter	10.000 EACH	_____.	_____.
0126	611.3230 Inlets 2x3-FT	82.000 EACH	_____.	_____.
0128	611.8110 Adjusting Manhole Covers	6.000 EACH	_____.	_____.
0130	611.8115 Adjusting Inlet Covers	1.000 EACH	_____.	_____.
0132	611.8120.S Cover Plates Temporary	2.000 EACH	_____.	_____.
0134	611.9705 Salvaged Manhole Covers	1.000 EACH	_____.	_____.
0136	611.9710 Salvaged Inlet Covers	1.000 EACH	_____.	_____.
0138	612.0106 Pipe Underdrain 6-Inch	1,200.000 LF	_____.	_____.
0140	614.2300 MGS Guardrail 3	300.000 LF	_____.	_____.
0142	614.2500 MGS Thrie Beam Transition	197.000 LF	_____.	_____.
0144	614.2610 MGS Guardrail Terminal EAT	5.000 EACH	_____.	_____.
0146	618.0100 Maintenance and Repair of Haul Roads (project) 01. 4291-03-70	1.000 EACH	_____.	_____.
0148	619.1000 Mobilization	1.000 EACH	_____.	_____.
0150	620.0300 Concrete Median Sloped Nose	853.000 SF	_____.	_____.



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Federal ID(s): WISC 2024016

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	623.0200 Dust Control Surface Treatment	59,150.000 SY	_____.	_____.
0154	624.0100 Water	790.000 MGAL	_____.	_____.
0156	625.0100 Topsoil	18,797.000 SY	_____.	_____.
0158	628.1504 Silt Fence	5,386.000 LF	_____.	_____.
0160	628.1520 Silt Fence Maintenance	5,386.000 LF	_____.	_____.
0162	628.1905 Mobilizations Erosion Control	6.000 EACH	_____.	_____.
0164	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH	_____.	_____.
0166	628.2008 Erosion Mat Urban Class I Type B	18,797.000 SY	_____.	_____.
0168	628.7005 Inlet Protection Type A	96.000 EACH	_____.	_____.
0170	628.7010 Inlet Protection Type B	1.000 EACH	_____.	_____.
0172	628.7015 Inlet Protection Type C	175.000 EACH	_____.	_____.
0174	628.7020 Inlet Protection Type D	24.000 EACH	_____.	_____.
0176	628.7555 Culvert Pipe Checks	14.000 EACH	_____.	_____.
0178	628.7560 Tracking Pads	7.000 EACH	_____.	_____.
0180	628.7570 Rock Bags	320.000 EACH	_____.	_____.
0182	629.0210 Fertilizer Type B	14.200 CWT	_____.	_____.



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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	630.0140 Seeding Mixture No. 40	405.000 LB	_____.	_____.
0186	630.0200 Seeding Temporary	610.000 LB	_____.	_____.
0188	630.0500 Seed Water	505.000 MGAL	_____.	_____.
0190	633.5200 Markers Culvert End	4.000 EACH	_____.	_____.
0192	634.0618 Posts Wood 4x6-Inch X 18-FT	41.000 EACH	_____.	_____.
0194	637.2210 Signs Type II Reflective H	312.490 SF	_____.	_____.
0196	637.2215 Signs Type II Reflective H Folding	36.260 SF	_____.	_____.
0198	638.2102 Moving Signs Type II	18.000 EACH	_____.	_____.
0200	638.2602 Removing Signs Type II	38.000 EACH	_____.	_____.
0202	638.3000 Removing Small Sign Supports	38.000 EACH	_____.	_____.
0204	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0206	643.0300 Traffic Control Drums	68,294.000 DAY	_____.	_____.
0208	643.0410 Traffic Control Barricades Type II	762.000 DAY	_____.	_____.
0210	643.0420 Traffic Control Barricades Type III	13,741.000 DAY	_____.	_____.
0212	643.0500 Traffic Control Flexible Tubular Marker Posts	788.000 EACH	_____.	_____.
0214	643.0600 Traffic Control Flexible Tubular Marker Bases	788.000 EACH	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0216	643.0705 Traffic Control Warning Lights Type A	27,192.000 DAY	_____.	_____.
0218	643.0715 Traffic Control Warning Lights Type C	9,985.000 DAY	_____.	_____.
0220	643.0800 Traffic Control Arrow Boards	488.000 DAY	_____.	_____.
0222	643.0900 Traffic Control Signs	42,354.000 DAY	_____.	_____.
0224	643.0920 Traffic Control Covering Signs Type II	50.000 EACH	_____.	_____.
0226	643.1050 Traffic Control Signs PCMS	70.000 DAY	_____.	_____.
0228	643.3105 Temporary Marking Line Paint 4-Inch	14,826.000 LF	_____.	_____.
0230	643.3150 Temporary Marking Line Removable Tape 4-Inch	24,054.000 LF	_____.	_____.
0232	643.3180 Temporary Marking Line Removable Tape 6-Inch	3,767.000 LF	_____.	_____.
0234	643.3205 Temporary Marking Line Paint 8-Inch	212.000 LF	_____.	_____.
0236	643.3250 Temporary Marking Line Removable Tape 8-Inch	1,187.000 LF	_____.	_____.
0238	643.3505 Temporary Marking Arrow Paint	4.000 EACH	_____.	_____.
0240	643.3550 Temporary Marking Arrow Removable Tape	10.000 EACH	_____.	_____.
0242	643.3805 Temporary Marking Stop Line Paint 18-Inch	40.000 LF	_____.	_____.
0244	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	342.000 LF	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0246	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0248	644.1410 Temporary Pedestrian Surface Asphalt	5,594.000 SF	_____.	_____.
0250	644.1601 Temporary Pedestrian Curb Ramp	120.000 DAY	_____.	_____.
0252	644.1810 Temporary Pedestrian Barricade	5,636.000 LF	_____.	_____.
0254	645.0111 Geotextile Type DF Schedule A	534.000 SY	_____.	_____.
0256	645.0120 Geotextile Type HR	115.000 SY	_____.	_____.
0258	645.0220 Geogrid Type SR	26,850.000 SY	_____.	_____.
0260	646.1005 Marking Line Paint 4-Inch	32,511.000 LF	_____.	_____.
0262	646.3005 Marking Line Paint 8-Inch	2,810.000 LF	_____.	_____.
0264	646.5005 Marking Arrow Paint	33.000 EACH	_____.	_____.
0266	646.5105 Marking Word Paint	7.000 EACH	_____.	_____.
0268	646.6105 Marking Stop Line Paint 18-Inch	507.000 LF	_____.	_____.
0270	646.7405 Marking Crosswalk Paint Transverse Line 6-Inch	615.000 LF	_____.	_____.
0272	646.8105 Marking Curb Paint	506.000 LF	_____.	_____.
0274	646.8205 Marking Island Nose Paint	15.000 EACH	_____.	_____.
0276	646.9000 Marking Removal Line 4-Inch	593.000 LF	_____.	_____.



Proposal Schedule of Items

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0278	646.9100 Marking Removal Line 8-Inch	658.000 LF	_____.	_____.
0280	646.9200 Marking Removal Line Wide	265.000 LF	_____.	_____.
0282	646.9300 Marking Removal Special Marking	11.000 EACH	_____.	_____.
0284	650.4000 Construction Staking Storm Sewer	104.000 EACH	_____.	_____.
0286	650.4500 Construction Staking Subgrade	16,210.000 LF	_____.	_____.
0288	650.5000 Construction Staking Base	16,210.000 LF	_____.	_____.
0290	650.5500 Construction Staking Curb Gutter and Curb & Gutter	29,789.000 LF	_____.	_____.
0292	650.7000 Construction Staking Concrete Pavement	505.000 LF	_____.	_____.
0294	650.9000 Construction Staking Curb Ramps	11.000 EACH	_____.	_____.
0296	650.9500 Construction Staking Sidewalk (project) 01. 4291-03-70	1.000 EACH	_____.	_____.
0298	650.9911 Construction Staking Supplemental Control (project) 01. 4291-03-70	1.000 EACH	_____.	_____.
0300	650.9920 Construction Staking Slope Stakes	16,210.000 LF	_____.	_____.
0302	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	115.000 LF	_____.	_____.
0304	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,921.000 LF	_____.	_____.
0306	653.0140 Pull Boxes Steel 24x42-Inch	18.000 EACH	_____.	_____.



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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0308	653.0905 Removing Pull Boxes	27.000 EACH	_____.	_____.
0310	654.0101 Concrete Bases Type 1	8.000 EACH	_____.	_____.
0312	654.0102 Concrete Bases Type 2	3.000 EACH	_____.	_____.
0314	654.0110 Concrete Bases Type 10	1.000 EACH	_____.	_____.
0316	654.0113 Concrete Bases Type 13	1.000 EACH	_____.	_____.
0318	654.0120 Concrete Bases Type 10-Special	2.000 EACH	_____.	_____.
0320	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.
0322	655.0230 Cable Traffic Signal 5-14 AWG	1,024.000 LF	_____.	_____.
0324	655.0240 Cable Traffic Signal 7-14 AWG	981.000 LF	_____.	_____.
0326	655.0260 Cable Traffic Signal 12-14 AWG	1,603.000 LF	_____.	_____.
0328	655.0263 Cable Traffic Signal 15-10 AWG	280.000 LF	_____.	_____.
0330	655.0320 Cable Type UF 2-10 AWG Grounded	1,151.000 LF	_____.	_____.
0332	655.0515 Electrical Wire Traffic Signals 10 AWG	2,356.000 LF	_____.	_____.
0334	655.0610 Electrical Wire Lighting 12 AWG	819.000 LF	_____.	_____.
0336	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. CTH TA & Taylor Frontage Road	1.000 EACH	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0338	657.0100 Pedestal Bases	8.000 EACH	_____.	_____.
0340	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	3.000 EACH	_____.	_____.
0342	657.0310 Poles Type 3	3.000 EACH	_____.	_____.
0344	657.0350 Poles Type 10	1.000 EACH	_____.	_____.
0346	657.0352 Poles Type 10-Special	2.000 EACH	_____.	_____.
0348	657.0360 Poles Type 13	1.000 EACH	_____.	_____.
0350	657.0405 Traffic Signal Standards Aluminum 3.5-FT	1.000 EACH	_____.	_____.
0352	657.0410 Traffic Signal Standards Aluminum 9-FT	1.000 EACH	_____.	_____.
0354	657.0420 Traffic Signal Standards Aluminum 13-FT	5.000 EACH	_____.	_____.
0356	657.0425 Traffic Signal Standards Aluminum 15-FT	1.000 EACH	_____.	_____.
0358	657.0530 Monotube Arms 30-FT	1.000 EACH	_____.	_____.
0360	657.0536 Monotube Arms 35-FT-Special	1.000 EACH	_____.	_____.
0362	657.0546 Monotube Arms 45-FT-Special	1.000 EACH	_____.	_____.
0364	657.0550 Monotube Arms 50-FT	1.000 EACH	_____.	_____.
0366	657.0595 Trombone Arms 25-FT	2.000 EACH	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0368	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	3.000 EACH	_____.	_____.
0370	657.0806 Luminaire Arms Steel 6-FT	4.000 EACH	_____.	_____.
0372	658.0173 Traffic Signal Face 3S 12-Inch	23.000 EACH	_____.	_____.
0374	658.0174 Traffic Signal Face 4S 12-Inch	4.000 EACH	_____.	_____.
0376	658.0416 Pedestrian Signal Face 16-Inch	4.000 EACH	_____.	_____.
0378	658.0500 Pedestrian Push Buttons	5.000 EACH	_____.	_____.
0380	658.5070 Signal Mounting Hardware (location) 01. CTH TA & New Jersey Avenue	1.000 EACH	_____.	_____.
0382	658.5070 Signal Mounting Hardware (location) 02. CTH TA & Taylor Drive Frontage Road	1.000 EACH	_____.	_____.
0384	659.1125 Luminaires Utility LED C	7.000 EACH	_____.	_____.
0386	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	37.000 EACH	_____.	_____.
0388	690.0150 Sawing Asphalt	1,210.000 LF	_____.	_____.
0390	690.0250 Sawing Concrete	2,471.000 LF	_____.	_____.
0392	715.0720 Incentive Compressive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0394	740.0440 Incentive IRI Ride	11,468.000 DOL	1.00000	11,468.00
0396	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00



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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0398	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0400	SPV.0060 Special 01. Storm Sewer Cut-In	3.000 EACH	_____.	_____.
0402	SPV.0060 Special 02. Adjusting Valve Box	15.000 EACH	_____.	_____.
0404	SPV.0060 Special 03. 24-Inch Butterfly Valve and Valve Box	2.000 EACH	_____.	_____.
0406	SPV.0060 Special 04. 10-Inch Gate Valve and Valve Box	1.000 EACH	_____.	_____.
0408	SPV.0060 Special 05. 6-Inch Gate Valve and Valve Box	2.000 EACH	_____.	_____.
0410	SPV.0060 Special 06. Fire Hydrant Assembly	2.000 EACH	_____.	_____.
0412	SPV.0060 Special 07. Utility Line Opening (ULO)	4.000 EACH	_____.	_____.
0414	SPV.0060 Special 08. Remove Traffic Signals CTH TA & New Jersey Avenue	1.000 EACH	_____.	_____.
0416	SPV.0060 Special 09. Remove Traffic Signals CTH TA & Taylor Drive Frontage Road	1.000 EACH	_____.	_____.
0418	SPV.0060 Special 10. Emergency Vehicle Preemption System CTH TA & New Jersey Avenue	1.000 EACH	_____.	_____.
0420	SPV.0060 Special 11. Emergency Vehicle Preemption System CTH TA & Taylor Drive Frontage Road	1.000 EACH	_____.	_____.
0422	SPV.0060 Special 12. Maintain Traffic Signals CTH TA & Union Avenue	1.000 EACH	_____.	_____.



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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0424	SPV.0060 Special 13. Maintain Traffic Signals CTH TA & Indiana Avenue	1.000 EACH	_____.	_____.
0426	SPV.0060 Special 14. Maintain Traffic Signals CTH TA & Erie Avenue	1.000 EACH	_____.	_____.
0428	SPV.0060 Special 15. Maintain Traffic Signals CTH TA & Meijer Driveway	1.000 EACH	_____.	_____.
0430	SPV.0060 Special 16. Salvage and Reinstall Traffic Signal Controller and Cabinet	1.000 EACH	_____.	_____.
0432	SPV.0060 Special 17. Salvage and Reinstall Video Detection System CTH TA & New Jersey Avenue	1.000 EACH	_____.	_____.
0434	SPV.0060 Special 18. Salvage and Reinstall Video Detection System CTH TA & Taylor Drive Frontage	1.000 EACH	_____.	_____.
0436	SPV.0060 Special 19. Maintain Existing Traffic Signal Cabinet CTH TA & New Jersey Avenue	1.000 EACH	_____.	_____.
0438	SPV.0060 Special 20. Inlet Covers Type DW	5.000 EACH	_____.	_____.
0440	SPV.0090 Special 01. 24-Inch PVC Water Main	409.000 LF	_____.	_____.
0442	SPV.0090 Special 02. 24-Inch DI Water Main	4.000 LF	_____.	_____.
0444	SPV.0090 Special 03. 16-Inch DI Water Main	4.000 LF	_____.	_____.
0446	SPV.0090 Special 04. 10-Inch PVC Water Main	14.000 LF	_____.	_____.
0448	SPV.0090 Special 05. 6-Inch DI Water Main	29.000 LF	_____.	_____.
Section: 0001			Total:	_____.

Total Bid: _____.