

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **030**

| <u>COUNTY</u> | <u>STATE PROJECT</u> | <u>FEDERAL</u> | <u>PROJECT DESCRIPTION</u>  | <u>HIGHWAY</u> |
|---------------|----------------------|----------------|---|----------------|
| Waupaca       | 6996-04-72           | WISC 2024255   | C New London, N Water Street;<br>Shawano Street to N Pearl Street | CTH D          |

## 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: \$75,000.00<br>Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE.  |
| Bid Submittal<br>Date: February 13, 2024<br>Time (Local Time): 11:00 am                       | Firm Name, Address, City, State, Zip Code   |
| Contract Completion Time<br>October 15, 2024  | <b>SAMPLE<br/>NOT FOR BIDDING PURPOSES</b><br><br>This contract is exempt from federal oversight. |
| Assigned Disadvantaged Business Enterprise Goal 3%  |   |

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

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

Subscribed and sworn to before me this date \_\_\_\_\_

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

\_\_\_\_\_  
(Bidder Signature)

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

\_\_\_\_\_  
(Print or Type Bidder Name)

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

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

Notary Seal

|   |                                |
|---|--------------------------------|
| <b>Type of Work:</b><br>Grade, Storm Sewer, Base, Concrete Pavement, Asphalt Pavement, Curb & Gutter, Sidewalk, Signing, Signals, Lighting, Marking | <b>For Department Use Only</b> |
| Notice of Award Dated   | Date Guaranty Returned         |

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A. General

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

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

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

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

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

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

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

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

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

## B. Submitting Electronic Bids

### B.1 On the Internet

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

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

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

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

**Bidder Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

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

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

#### **B Waiver of Electronic Submittal**

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

**PROPOSAL BID BOND**

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

**PRINCIPAL**

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

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

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

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

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

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

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

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

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

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

**NOTARY FOR PRINCIPAL**

\_\_\_\_\_  
(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<br>Wisconsin Department of Transportation |

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

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

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

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

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



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

### Instructions for Certification

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

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

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

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

## Special Provisions

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## STSP'S Revised June 29, 2023

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 6996-04-72, C New London, N Water Street, Shawano Street to N Pearl Street, CTH D, Waupaca 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, storm sewer, base aggregate dense, concrete pavement, concrete curb and gutter, concrete sidewalk, pavement marking, signing, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### 3. Prosecution and Progress.

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

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

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

#### Fish Spawning

There shall be no instream disturbance of the Wolf River at Station 12+95 RT as a result of construction activity under or for this contract, from March 1st to June 15th both dates inclusive, in order to avoid adverse impacts upon the spawning of fish.

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

#### 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.

The local municipality will perform the following operations after October 31 and prior to April 1:

- Cutting down and removing trees.

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.

#### **4. Traffic.**

Maintain emergency and local traffic to the project area at all times. Close N Water Street to through traffic within the project limits. Maintain driveway and alley access to all local businesses at all times. Maintain driveway access to all residents at all times except for when work is occurring at or immediately adjacent to the driveway. If a property has more than one driveway, maintain access to at least one of these driveways at all times. Driveway access to be maintained on a minimum surface of base aggregate. Coordinate with each property owner a minimum of two working days in advance of any interruption of driveway or alley access.

##### **Parking Access**

There are municipal parking lots and public alleys located behind the businesses on both N. Water Street and Pearl Street. There is also a new public parking lot that fronts Water Street along the east side of Lincoln Court. Vehicle and pedestrian access to these facilities shall be maintained at all times.

##### **Public Park Access**

There are four public parks located within the project limits. These include Mini Park, Taft Park, St. John's Park, and Anchor Park. Pedestrian access to these facilities shall be maintained at all times.

##### **Pedestrian Access**

Provide access to pedestrians during curb ramp/sidewalk work. Maintain pedestrian traffic on at least one side of the roadway on the existing sidewalk or new sidewalk.

##### **Construction Staging**

Construct the project in 2 stages. Details of each stage are listed below. The first stage must be completed and reopened to traffic prior to closing the second stage.

##### **Stage 1**

Complete Shawano Street/Water Street intersection prior to July 4<sup>th</sup> holiday, in order to accommodate a US 45 detour associated with Project 1146-75-73 STH 15 expansion project. As part of this US 45 detour, the proposed route will run through the City of New London, utilizing STH 54 to Business Route 45 (Shawano Street to Wolf River Avenue to Mill Street) for a 35 consecutive calendar day, time period between July 8 and August 30, 2024.

During the closure, use the following detour: N Pearl Street – W Waupaca Street – Shawano Street.

##### **State 1A**

Complete all work on N Water Street between Station 11+00 and Station 20+10.

During the closure, use the following detour: N Pearl Street – W Wolf River Avenue – Shawano Street.

##### **Stage 2**

Complete all work on N Water Street and N Pearl Street between Station 20+10 and the east project limits.

During the closure, use the following detour: N Pearl Street – W Wolf River Avenue – Shawano Street.



## 5. **Holiday and Special Event Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying N Water Street 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)

There are utility facilities within the construction limits of this project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per statutes. Take all required precautions when working within 18-inches of underground utilities. Always use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities.

Work around or remove and dispose of any discontinued utility facility during excavation. Any removal and disposal are incidental to common excavation.

### **AT&T Wisconsin (communication)**

AT&T has buried and aerial facilities located throughout the project limits.

AT&T proposes the following work:

- Station 22+20 (Intersection of St. Johns Place and N Water Street): AT&T to expose 100-ft of clay duct pack to lower existing duct.
- Station 22+20: AT&T to install new 4-inch duct from manhole south of Water Street to manhole on St. John's Place north of project limits, along side of existing duct pack.

Relocations are planned to be completed during construction. Contact AT&T a minimum of five working days prior to beginning storm sewer construction. Relocating the facilities and installing the new 4-inch conduit will take approximately three working days. AT&T also plans to encase the duct in concrete at the storm sewer crossings after the storm sewer is installed. This work is anticipated to take approximately one working day.

During storm sewer construction, AT&T contractor to work with road contractor to verify duct pack will be below proposed storm sewer.

### **New London Utilities (Electric)**

New London Utilities has buried facilities located throughout the project limits.

New London Utilities will complete the following work:

- De-energize existing street lights and traffic signals during construction.

Contact New London Utilities a minimum of five working days prior to de-energizing the existing street lights and traffic signals. De-energizing the facilities will take approximately one working day for each meter.

### **New London Utilities (Water)**

New London Utilities has underground water facilities located throughout the project limits.

New London Utilities will complete the following work:

- Install new watermain and services throughout the project prior to construction. The new watermain will be located under the WB traffic lane. Construction plans are available upon request. Existing main located under the EB traffic lane will be discontinued in place. Relocations are planned to be completed prior to construction.
- New London Utilities will adjust water valves and curb stops during construction. Provide a minimum of 7 calendar days' notice prior to completion of final grading. Adjustments are anticipated to take up to 2 working days per stage.

### **New London (Sanitary)**

New London has underground sewer facilities located throughout the project limits.

New London will complete the following work:

- Install new sanitary sewer main and laterals throughout the project prior to construction. The existing and new sanitary sewer main are generally located along the centerline of the roadway. Construction plans are available upon request. Relocations are planned to be completed prior to construction.
- Sanitary manhole adjustments will be completed under this Contract using the adjusting manhole covers bid item.

### **Spectrum (communication)**

Spectrum has aerial facilities located throughout the project limits.

No conflicts are anticipated.

### **WE Energies (gas)**

WE Energies has underground facilities located throughout the project limits.

WE Energies proposes the following work:

- Install new gas main and services throughout the project prior to construction. The new gas main will be generally located under the north sidewalk on Water Street, from Shawano Street to State Street. The existing gas main located under the south sidewalk will be discontinued in place. The new gas main will be generally located under the east sidewalk on Pearl Street. The existing gas main located under the west sidewalk will be discontinued in place. Construction plans are available upon request. Relocations are planned to be completed prior to construction.
- WE Energies will adjust gas valve boxes during construction. Provide a minimum of 7 calendar days notice prior to completion of final grading. Adjustments are anticipated to take up to 2 working days per stage.

## **7. Other Contracts.**

The Wisconsin Department of Transportation anticipates the following project to be constructed in 2024. Project 1146-75-73 STH 15 expansion project. As part of this project, US 45 traffic will be detoured through New London. The proposed route will utilize STH 54 to Business Route 45 (Shawano Street to Wolf River Avenue to Mill Street) for a 35 consecutive calendar daytime period between July 8 and August 30, 2024. Coordinate construction activities with the contractor for this project.

## 8. Work By Others.

The owner of the Grand Opera House (a/k/a Grand Cinema Theatres), 319 N Water Street, will be removing the wooden steps that currently encroach on the public right-of-way prior to construction. The owner will then reinstall new steps after construction of the sidewalk on N Water Street is completed.

Coordination with the property owner regarding these steps will be done by the City of New London. Contact Robert Garske, Director of Public Works, (920) 982-8503.

The City of New London will be removing the current at-grade intersection of N Water Street and Lincoln Court as part of a locally funded city project prior to construction. A public parking lot with driveway access onto N Water Street will be constructed at this location as part of the city project.

The City of New London will be clearing trees within the project limits. This work will be completed prior to April 1, 2024.

The City of New London will install the street name signs. Contact Robert Garske at (920) 982-8503 to coordinate the work.

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

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

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). 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 Jason Schaeffer at (715) 421-7309. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

## 10. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and

4. Disinfect your boat, equipment and gear by either:
  - 4.1. Washing with ~212 F water (steam clean), or
  - 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
  - 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104° F) application.

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

stp-107-055 (20130615)

## **11. Archaeological Site.**

Wear U Well Odd Fellows (WP-0082) site is located approximately Station 18+00 to Station 24+75 LT/RT within the limits shown on the plans.

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

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

stp-107-220 (20180628)

## **12. Historical Resources.**

The following historically significant sites exist in the project area:

- Grand Opera House, 319 N Water Street
- Former New London City Hall, 103 N Water Street

To the extent practical, limit work activities adjacent to these sites to the area defined by the slope intercepts as shown on the plans.

## **13. Notice to Contractor – Parks.**

The following city owned parks exist in the project area:

- Mini Park, 521 N Water Street
- Taft Park, 400 N Water Street
- St. John's Park, 122 N Water Street
- Anchor Park, 100 N Water Street

To the extent practical, limit work activities adjacent to these sites to the area defined by the slope intercepts as shown on the plans. Maintain pedestrian access to these parks at all times.

## **14. Notice to Contractor – Groundwater Elevation.**

The N Water Street project area experiences a high-water table during the spring of the year due to the close proximity of the Wolf River and the Embarrass River.

**15. Notice to Contractor – Removing Concrete.**

The quantities for removing pavement, curb and gutter, and sidewalk, shown on the plans is based on existing conditions prior to the start of removals to be done as part of the city’s sanitary sewer and water main construction project. The final quantities for payment will be based on actual quantities measured during construction, taking into account the removals done by others prior to construction.

**16. Notice to Contractor – Curb and Gutter Construction.**

There may be obstructions resulting from utility relocation work prior to the project including water valves and other utilities within 3 feet of the back of the proposed curb and gutter. Contractor to review field conditions prior to bidding. No additional payment will be made for interference with slip-form integral curb and gutter.

**17. Coordination with Businesses and Residents.**

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

stp-108-060 (20141107)

**18. Removing Existing Lighting Units, Item 204.9060.S.**

**A Description**

This special provision describes removing Existing Lighting Units conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Existing Lighting Units in as each individual existing lighting unit, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

| ITEM NUMBER | DESCRIPTION                     | UNIT |
|-------------|---------------------------------|------|
| 204.9060.S  | Removing Existing Lighting Unit | EACH |

stp-204-025 (20230113)

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

**A Description**

**A.1 General**

The department and others have completed testing for subsurface contamination at locations within and adjacent to this project where excavation or grading may be required. Testing indicated residual petroleum and lead-contaminated soil and groundwater is known or suspected to be present at the following locations and as shown on the plans:

| Site Name and Location   | Description  |
|--|--|
| <p>Parking Lot (Parcel ID 33 12 71 10) next to 510 N. Water Street, New London</p> <p>Source: Historic Filling Station (Site 10)</p> | <p>Station 10+12 to Station 10+45, from approximately 15 feet RT to right-of-way limit and beyond, at an approximate depth of 5 feet below existing grade.</p> <p>Petroleum hydrocarbons were detected in soil, including total trimethylbenzenes (17.0 milligrams per kilogram (mg/kg)), and total xylenes (0.69 mg/kg).</p> <p>Soil contamination at the location of Boring B10-3 shows black streaks with faint odor as shallow as 1.5 feet below grade.</p> <p>Petroleum hydrocarbons were detected in groundwater, including ethylbenzene (1,380 micrograms per Liter (ug/L)), naphthalene (549 ug/L), toluene (26.5 ug/L), total trimethylbenzenes (2,050 ug/L), and total xylenes (6,850 ug/L).</p> <p>The depth to groundwater is estimated to be less than 7 feet below grade.</p>              |
| <p>Mini Park<br/>521 N. Water Street, New London</p> <p>Source: Historic Filling Station (Site 9)</p>                                | <p>Station 10+30 to Station 10+70, from approximately 12 feet LT to right-of-way limit and beyond, at an approximate depth of 5 feet below existing grade.</p> <p>Petroleum hydrocarbons were detected in soil, including naphthalene (0.30 mg/kg), and total lead (28.8 mg/kg).</p> <p>Petroleum hydrocarbons were detected in groundwater, including ethylbenzene (64.0 ug/L), naphthalene (296 ug/L), total trimethylbenzenes (2,239 ug/L), and total xylenes (693 ug/L).</p> <p>Unsaturated soil management may not be needed in this area due to low-level detections of lead (Below BTM) and naphthalene (0.3 J mg/kg). If staining, odors, or elevated PID readings are detected then soil removal would be appropriate.</p> <p>The depth to groundwater is approximately 6 feet below grade.</p> |

|   |   |
|---|---|
| <p>Automotive Supply Co.<br/>323 N. Water Street</p> <p>Source: Historic Filling Station (Site 7)</p>   | <p>Station 16+30 to Station 16+50, from approximately 10 feet LT to right-of-way limit, at an approximate depth of 1 feet below existing grade.</p> <p>Petroleum hydrocarbons were not detected in soil.</p> <p>Total lead was detected in soil at 77.1 mg/kg at a minimum depth of 1 to 2 feet below grade in Boring B7-3.</p> <p>Petroleum hydrocarbons were detected in groundwater, including benzene (3.3 ug/L), ethylbenzene (846 ug/L), naphthalene (214 ug/L), toluene (29.3 ug/L), total trimethylbenzenes (105.4 ug/L), and total xylenes (438 ug/L).</p> <p>The depth to groundwater is approximately 5 to 6 feet below grade.</p> |
| <p>Quick Stitches<br/>307 N. Water Street, New London</p> <p>Source: Historic Filling Station (Site 8)</p>  | <p>Station 18+10 to Station 18+30, from approximately 20 feet LT to right-of-way limit and beyond, at an approximate depth of 2 feet below existing grade</p> <p>Petroleum hydrocarbons were not detected in soil.</p> <p>Total lead was detected in soil at 137 mg/kg at a minimum depth of 2 to 3 below grade in Boring B8-1.</p> <p>The depth to groundwater is approximately 7 feet below grade.</p>  |
| <p>Pearl Street Right-of-Way next to<br/>204 N. Pearl Street, New London</p> <p>Source: Historic Automobile Garage with Filling Station (Site 11)</p> | <p>Station 66+75 to Station 67+25, from approximately 5 feet RT to right-of-way limit, at an approximate depth of 3 feet below existing grade</p> <p>Petroleum hydrocarbons were detected in soil, including benzene (0.02 mg/kg) ethylbenzene (2.5 mg/kg), naphthalene (2.5 mg/kg), total trimethylbenzenes (72.2 mg/kg), and total xylenes (8.8 mg/kg).</p> <p>Soil and/or groundwater contamination may be encountered further west in the North Pearl Street right-of-way, if water table elevations increase.</p> <p>The depth to groundwater is approximately 6 feet below grade.</p>   |

|  |   |
|--|---|
| <p>Pearl Street Right-of-Way next to 218 N. Pearl Street, New London</p> <p>Source: Historic Commercial Building with UST (Site 12)</p>  | <p>Station 68+30 to Station 68+70, from approximately 5 feet RT to right-of-way limit, at an approximate depth of 5 feet below existing grade</p> <p>Petroleum hydrocarbons were detected in soil, including ethylbenzene (13.9 mg/kg), naphthalene (14.6 mg/kg), and total trimethylbenzenes (8.1 mg/kg).</p> <p>Depth of petroleum contamination is known to exist at 5 to 6 feet below grade and likely deeper.</p> <p>Soil and/or groundwater contamination may be encountered further west in the North Pearl Street right-of-way, if water table elevations increase.</p> <p>The depth to groundwater is anticipated to be greater than 7 feet below grade.</p>   |
| <p>Contamination in Right-of-Way next to Kwik Trip (Site 6)<br/>203 N. Shawano Street, New London</p> <p>Closed LUST with Continuing Obligations<br/>WDNR BRRTS No. 03 69-000170</p> | <p>Station 9+00 to Station 9+65, from approximately 25 feet LT to right-of-way limit and beyond, at an approximate depth of 5 feet below existing grade.</p> <p>Petroleum hydrocarbons are present in soil, including benzene (0.24 mg/kg), ethylbenzene (0.11 mg/kg), toluene (0.27 mg/kg), total trimethylbenzenes (0.13 mg/kg), and total xylenes (0.56 mg/kg).</p> <p>Soil contamination could be as shallow as 3 feet below grade.</p> <p>Petroleum hydrocarbons were detected in groundwater, including benzene (363 ug/L), ethylbenzene (173 ug/L), naphthalene (41.4 ug/L), total trimethylbenzenes (66.8 ug/L), and total xylenes (42.8 ug/L).</p> <p>The depth to groundwater is at approximately 6 feet below grade.</p> |



|  |  |
|--|--|
| <p>Contamination in Right-of-Way next to Coyle Tire &amp; Auto (Site 15)<br/>(Former Brost Auto &amp; Tire)<br/>200 N. Pearl Street, New London</p> <p>Closed LUST with Continuing Obligations<br/>WDNR BRRTS No. 03 69-001318</p> | <p>Station 65+68 to Station 66+87, from approximately 30 feet RT to right-of-way limit and beyond, at an approximate depth of 5 feet below existing grade.</p> <p>Petroleum hydrocarbons are present in soil, including benzene (0.9 mg/kg), ethylbenzene (4.85 mg/kg), toluene (1.0 mg/kg), and total xylenes (26.65 mg/kg).</p> <p>Soil contamination may be shallower than 5 feet below grade and extending to the base limits of excavation.</p> <p>Petroleum hydrocarbons were detected in groundwater, including benzene (700 ug/L), ethylbenzene (66 ug/L), naphthalene (25 ug/L), toluene (140 ug/L), total trimethylbenzenes (193 ug/L), and total xylenes (620 ug/L).</p> <p>The depth to groundwater is approximately 6 feet below grade.</p> |
|--|--|

If contaminated soil, groundwater, or underground storage tanks are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

For further information regarding approval of the soil and groundwater management methods or to obtain a copy of the various hazardous materials investigation reports for this site contact:

Bree Richardson  
Environmental Coordinator  
Wisconsin Department of Transportation – North Central Region  
1681 Second Avenue South  
Wisconsin Rapids, WI 54494  
Telephone: (715) 351-8058  
Email: [bree.richardson@dot.wi.gov](mailto:bree.richardson@dot.wi.gov)

### A.3 Coordination

Coordinate work under this contract with the department or department’s environment consultant:

Bree Richardson  
Environmental Coordinator  
Wisconsin Department of Transportation – North Central Region  
1681 Second Avenue South  
Wisconsin Rapids, WI 54494  
Telephone: (715) 351-8058  
Email: [bree.richardson@dot.wi.gov](mailto:bree.richardson@dot.wi.gov)

or

AECOM Technical Services, Inc.  
200 Indiana Avenue  
Stevens Point, WI 54481

The role of the environmental consultant will be limited to:

1. Identifying the location and limits of contaminated soil that may be encountered based on soil sample analytical results from previous investigations, visual observation, and field screening of soil that is excavated;

2. Assisting the department and contractor with segregating soil excavated from the contaminated soil management areas for off-site disposal;
3. Assisting the department and contractor with coordinating off-site disposal of the excavated, contaminated soil; and
4. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management method for this project as specified herein.

Provide at least 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the contaminated areas to the environmental consultant. Also notify the environmental consultant at least 5 calendar days prior to commencement of excavation activities in the contaminated areas.

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

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

## **B (Vacant)**

### **C Construction**

*Add the following to standard spec 205.3:*

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil is contaminated. Excavated soil will be evaluated by the environmental consultant based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation. The sampling frequency shall be a maximum of one sample for approximately every 15 cubic yards (truck load) excavated in the contaminated areas.

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

If not hauled to the solid waste disposal facility during the same day on which it was excavated, temporarily stockpile the soil on an impervious surface within the project limits by covering the material with impervious plastic sheeting and anchoring the plastic sheeting in place to prevent the soil from being exposed until such time as the soil is hauled to the solid waste disposal facility.

## **C.2 Environmental Protection - Dewatering**

### **C.2.1 General**

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. Submit the proposed means and methods of dewatering for each required location for approval as part of the Erosion Control Implementation Plan (ECIP). Include details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional measures necessary to prevent sediments from reaching the project limits or wetlands and waterways.

Guidance on Dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website:

[http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html)

Work includes furnishing all materials, excavation, maintenance, cleaning, disposal of surplus material and removal of the dewatering system and is incidental to contract work.

(NCR 107.13-04012016)

## C.2.2 Contaminated Groundwater

The department and others have completed testing for groundwater contamination at locations within and adjacent to this project where excavation is required. Based on the depth to groundwater and planned excavation depths, dewatering of petroleum hydrocarbon contaminated groundwater during storm sewer installation may be necessary. If contaminated groundwater, strong petroleum odors or free-phase petroleum product, such as, gasoline floating on the water table, are encountered elsewhere within the project limits, then terminate dewatering activities in the area and notify the engineer.

Implement means and methods as necessary to accomplish dewatering and meet requirements for management of petroleum contaminated water. Dewatering means and methods implemented by the contractor, including location and depth of dewatering operations, pumping rates, length of dewatering area, and dewatering methods, such as, wells, well points, and/or sump pumps, will likely affect quantity and quality of recovered water. Employ dewatering methods and techniques in a manner that does not cause the migration of contaminants into uncontaminated areas.

Wastewater generated from dewatering activities within the contaminated area(s) includes groundwater and water that may enter an excavation at ground surface, such as, rainwater or storm water. Employ construction methods and techniques in a manner that will minimize the need for dewatering, and if dewatering is required, minimize the volume of water generated.

If excavation dewatering is necessary at the locations listed in Notice to Contractor – Contaminated Soil and Groundwater Locations, the nearest wastewater treatment facility that accepts petroleum contaminated wastewater is:

New London Wastewater Treatment Facility  
1010 W. Wolf River Avenue  
Chief Operator: Ben Greuel  
Phone: (920)-982-8511  
Email: [wwtp@newlondonwi.org](mailto:wwtp@newlondonwi.org)

The above facility will permit the discharge of petroleum-contaminated wastewater, with the chief operator's pre-approval, into the local sanitary sewer system and at the plant.

Coordinate dewatering and contaminated wastewater activities within the contaminated area(s) under this contract with the department's engineer and environmental consultant. Do not treat, discharge, or transport contaminated water off site without prior approval from the engineer or environmental consultant.

Provide a schedule of operations in the contaminated area(s) to the engineer and environmental consultant at the pre-construction conference.

Provide the engineer and environmental consultant with a dewatering plan at least 30 calendar days prior to the scheduled date of beginning dewatering activities in the contaminated area(s). Describe the proposed means and methods to accomplish dewatering and include scheduled start and end dates, estimated pumping rates and times, anticipated daily volumes, containerization, treatment methods and/or disposal location, and any other information pertinent to contaminated groundwater management.

Provide the engineer and environmental consultant with documentation of contaminated groundwater management and disposal within 90 calendar days after completion of construction dewatering activities.

All costs associated with dewatering activities within the contaminated areas shall be considered incidental to construction.

## D Measurement

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

## E Payment

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

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

Payment is full compensation for excavating, loading, hauling, treating, and all tipping fees paid for off-site treatment/disposal of the contaminated soils; temporary stockpiling of contaminated soil; covering, anchoring, and maintenance of the temporary stockpile; obtaining solid waste collection and transportation service operating licenses; dewatering of soils prior to transport; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## **20. Coloring Concrete Custom, Item 405.0200.**

This special provision describes coloring concrete Soapstone for incorporation full-depth in work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

*Replace standard spec 405.2.1.1(1) with the following:*

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
  - For Soapstone: use synthetic pigments at a loading of six percent or more by weight of total cementitious material in the mix. Match the concrete color in reasonably close conformance with Soapstone color, which is similar to Federal Standard 595 - FS 36173.

*Replace standard spec 405.2.1.1(3) with the following:*

- (3) The department will accept the color based on comparison to color samples available for viewing adjacent to the sidewalk at 218 E Lawrence Street, Appleton, WI 54911.  
stp-405-020 (20190618)

## **21. Stamping Colored Concrete, Item 405.1000.**

This special provision describes stamping and coloring concrete Soapstone for work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

*Replace standard spec 405.2.1.1(1) with the following:*

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
  - For Soapstone: use synthetic pigments at a loading of six percent or more by weight of total cementitious material in the mix. Match the concrete color in reasonably close conformance with Soapstone color, which is similar to Federal Standard 595 - FS 36173.

*Replace standard spec 405.2.1.1(3) with the following:*

- (3) The department will accept the color based on comparison to color samples available for viewing adjacent to the sidewalk at 218 E Lawrence Street, Appleton, WI 54911.

*Replace the entire contents of standard spec 405.2.2 with the following:*

- (1) Furnish Soapstone full-depth colored concrete conforming to standard spec 405.2.1
- (2) Pattern shall be used brick running bond pattern with individual brick dimensions of 2 1/4 inches to 2 3/8 inches by 7 5/8 inches to 8 inches. Maximum relief of brick stamp shall be 1/2". Provide sample stamp pattern to engineer for approval before use.

*Replace the entire contents of standard spec 405.3.2 with the following:*

- (1) Color concrete full-depth conforming to standard spec 405.3.1
- (2) Coordinate with the engineer and verify stamping pattern orientation prior to starting the stamping work. While concrete is still in the plastic state, apply imprinting tools to the surface and press into the concrete to create the desired impression. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting. Finish all surfaces uniformly.

stp-405-100 (20190618)

## **22. Traffic Control & Traffic Control Detour.**

Perform this work in accordance to the requirements of standard spec 643, as shown on the plans or as approved by the engineer, except as hereinafter modified.

Submit to engineer for approval a detailed traffic control plan for maintaining vehicular and pedestrian access in accordance with the requirements of the Traffic Special Provision. Submit this plan a minimum of 10 days prior to the pre-construction conference. This plan shall be approved prior to the initial coordination meeting with businesses and property owners. Clearly identify on the traffic control plan how access requirements will be addressed.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made, therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

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

The turning of traffic control devices when not in use to obscure the message will not be allowed under this Contract.

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

Cover existing signs which conflict with traffic control as directed by the engineer.

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

- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- c. 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.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard 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 contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

## **23. Electrical Service.**

*Amend standard spec 656.3.2. to include the following:*

The underground electrical service lateral installation cost will be paid for by the city. New London Utilities will invoice the city directly.

## **24. Traffic Signals, Street Lights, Crosswalk System.**

After complete fabrication, blast clean the item according to standard spec 506 before applying paint system. Paint items with a three-coat paint system referring to applicable portions of standard spec 517. The following items shall have a black exterior finish for this project:

- a. Pedestal Bases
- b. Transformer Bases Breakaway 11½-inch Bolt Circle
- c. Trombone Arms 15-Ft, 20-Ft, 25-Ft.
- d. Pedestrian Signal Face 16-Inch
- e. Traffic Signal Standards 13-Ft, 15-Ft.
- f. Poles Type 3
- g. Luminaire Arms Steel 6-Ft.
- h. Signal Mounting Hardware

**25. Street Lighting Temporary.**

The existing street light poles and fixtures on N Water Street are owned by New London Utilities. The intent of the project is to maintain as much of the existing street lighting as practical throughout the construction of this project. Coordinate with the New London Utilities to develop a removal plan. Contact Mike Frederick at (920) 359-0784.

Submit to the engineer for approval a detailed plan of how the existing lighting will be maintained, and for how long it can be expected to be maintained. Submit this plan a minimum of 10 days prior to the preconstruction conference. This item will be considered incidental to other items of work.

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

**A Description**

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

|                       |                      |                      |
|-----------------------|----------------------|----------------------|
| 600 W North Water St. | 322 Wisconsin St     | 213 W North Water St |
| 519 W North Water St  | 318 Wisconsin St     | 211 W North Water St |
| 515 W North Water St  | 310 Wisconsin St     | 205 W North Water St |
| 509 W North Water St  | 308 Wisconsin St     | 113 W North Water St |
| 201 Wisconsin St      | 306 Wisconsin St     | 107 W North Water St |
| 510 W North Water St  | 300 Wisconsin St     | 103 W North Water St |
| 504 W North Water St  | 228 W North Water St | 114 W North Water St |
| 403 W North Water St  | 224 W North Water St | 112 W North Water St |
| 401 W North Water St  | 222 W North Water St | 108 W North Water St |
| 416 W North Water St  | 220 W North Water St | 106 W North Water St |
| 408 W North Water St  | 218 W North Water St | 116 N Pearl St       |
| 400 W North Water St  | 216 W North Water St | 200 N Pearl St       |
| 323 W North Water St  | 214 W North Water St | 204 N Pearl St       |
| 319 W North Water St  | 208 W North Water St | 206 N Pearl St       |
| 309 W North Water St  | 202 W North Water St | 101 Park St          |
| 307 W North Water St  | 200 W North Water St |                      |
| 303 W North Water St  | 221 W North Water St |                      |
| 301 W North Water St  | 219 W North Water St |                      |

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

**B (Vacant)**

**C Construction**

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

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

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

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

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

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

**D Measurement**

The department will measure Crack and Damage Survey as single unit for each location, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION             | UNIT |
|-------------|-------------------------|------|
| 999.1501.S  | Crack and Damage Survey | EACH |

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

stp-999-010 (20210708)

**27. CU-Structural Soil, SPV.0035.01.**

**A Description**

This special provision describes furnishing, placing, compacting, and finishing soil.

**B Materials**

CU-Structural Soil is produced by Amereq Inc.-licensed companies or produced under the direct supervision of an Amereq Inc. licensed representative/company as needed and is preferably not stockpiled. All materials are tested by an independent soils lab. It is produced and delivered and should be installed in a timely matter. If any short-term stockpiling is required, protection from rain and contamination should be provided.

Waupaca Sand & Solutions, Waupaca, Wisconsin, produces CU-Structural Soil under the direct supervision of a licensed Amereq Inc. representative/company and is the nearest known source of this product. Contact Rob Johnson of Waupaca Sand & Solutions, (715) 412-0210 for additional information.

### **C Construction**

Prepare the foundation according to standard spec 301.3.2.

Delivered CU-Structural soil shall be at or near optimum moisture content as determined by AASHTO T 99 (ASTM D 698) and should not be placed in frozen, wet, or muddy sites.

Install CU-Structural Soil in 6-inch lifts and compact each lift.

Bring CU-Structural Soil to finished grades as shown on the plans.

Provide weight tickets showing source of material to the engineer to verify that the delivered structural soil was produced by the approved CU-Structural Soil licensee.

### **D Measurement**

Measurement for CU-Structural Soil will be by the cubic yard, 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.0035.01 | CU-Structural Soil | CY   |

Payment is full compensation for preparing the foundation; and for placing, shaping, compacting, and maintaining the structural soil.

## **28. Rectangular Rapid Flash Beacon Assembly, SPV.0060.01.**

### **A Description**

This special provision describes furnishing and installing a 120VAC Powered Rectangular Rapid Flash Beacon (RRFB) Crosswalk System as shown on the plans according to standard spec 651, as shown on the plans and as hereinafter provided.

### **B Materials**

1. The primary function of the RRFB Crosswalk system is to provide a highly visible, enhanced warning for the purpose of alerting road users from both traffic directions of the active pedestrian crossing. The manufacturer shall provide components for a Warning RRFB Crosswalk System.

- a. Description of Components

RRFB Light Bars, Bulldog Push Buttons, and Control Cabinets with Flash Controllers, Wireless Transceivers, and System Power Supplies, Mounting Hardware and Optional Static Signage and Pole Packages.

The crosswalk system shall consist of two pole assemblies. All pole assemblies shall contain one or more Warning RRFB Light Bars, a Control Cabinet, and a Bulldog Push Button for system activation. All Control Cabinets in the Crosswalk System shall be synchronized by BlinkerBeam® Wireless Transceivers.

Active vehicle warning indications shall be visible in a direct line of sight at distances over 1,000 feet during the day, and over 1 mile at night.

The RRFB Light Bar manufacturer shall have a minimum of ten years of relevant intelligent traffic product manufacturing experience, as well as a minimum of three years of RRFB Light Bar manufacturing experience.

The manufacturer shall provide a system with the option to be upgraded for integration with connected vehicle infrastructure. An upgraded system shall communicate directly with Smart City Road Side Units (RSUs) to relay Intelligent Warning System activation data. Upgraded system shall be compatible with Dedicated Short-Range Communication (DSRC) or Cellular V2X RSUs.



b. Specific Functional and Electrical Hardware Requirements

1) System

Each Pedestrian Crosswalk System shall consist of the following:

- a) RRFB Light Bar Warning Assemblies
- b) 120VAC Control Cabinets with Flash Controllers and Wireless Transceivers
- c) Bulldog Push Buttons

Upon activation by pedestrian push button, the RRFB controllers shall activate all RRFB Light Bars in the crosswalk system simultaneously. RRFB Light Bars shall flash synchronously and then cease operation after a programmable timeout.

2) Control Cabinet

- a) Shall be NEMA 3R Type.
- b) Shall be 15.0" tall x 12.5" wide x 9.9" deep and constructed of minimum 0.080" thick aluminum.
- c) To promote airflow for internal components, the cabinet shall be vented with screening included on all vents and rains to prevent insects and other foreign matter from entering.
- d) For security, the cabinet must include at least two tamper-resistant stainless steel hinges and a replaceable #2 traffic lock with keys.
- e) To facilitate maintenance or repairs, the cabinet shall include a removable control panel to which all control circuit components either mount or connect.
- f) For easy installation on a wide range of pole sizes and types, the cabinet shall utilize four 5/16" - 18 stainless steel mounting studs that mate to a range of bracket options. To ensure a secure mount to the supporting post, two banding style brackets that fit poles with a 2-3/8" or larger diameter shall be included as standard equipment. Mounting brackets also available for square pole, wooden post, and wall mount applications.
- g) To prevent corrosion, all materials used in the construction or mounting of the control cabinet shall be either aluminum or stainless steel. Anti-vandal mounting hardware shall be available as an option.
- h) A UV resistant label shall be applied to the exterior of the cabinet and includes system specific information including model number, serial number, date of manufacture, as well as any applicable regulatory compliance information.

3) RRFB Controller

The RRFB Programmable Flash Controller is housed within the NEMA 3R type Control Cabinet, and shall:

- a) Include integrated constant-current LED drivers with a minimum of two-channel output for driving one or two RRFB units.
- b) Output the following 'WW+S" flash pattern during each of its 800 millisecond flash periods:
  - (1) Left LED illuminates for approximately 50 milliseconds.
  - (2) Both LEDs stay dark for approximately 50 milliseconds.
  - (3) Right LED illuminates for approximately 50 milliseconds.
  - (4) Both LEDs stay dark for approximately 50 milliseconds.
  - (5) Left LED illuminates for approximately 50 milliseconds.
  - (6) Both LEDs stay dark for approximately 50 milliseconds.
  - (7) Right LED illuminates for approximately 50 milliseconds.
  - (8) Both LEDs stay dark for approximately 50 milliseconds.
  - (9) Both LEDs illuminate for approximately 50 milliseconds.

- (10) Both LEDs stay dark for approximately 50 milliseconds.
  - (11) Both LEDs illuminate for approximately 50 milliseconds.
  - (12) Both LEDs stay dark for approximately 250 milliseconds.
  - c) Automatically adjust the LED drive current control to optimize brightness for the ambient lighting conditions determined by the phototransistor input.
  - d) Have the LED drive outputs reach the full output current as programmed within the duration of the 100ms on-time.
  - e) Include an integrated Real Time Clock (RTC) with on-board battery backup.
  - f) Have the capability of RS232 communication for programming with Windows-based software.
  - g) Include a minimum of two General Purpose Inputs and Outputs (GPIO).
  - h) Be internally housed in its own IP67 type enclosure.
  - i) BE independently replaceable of other control panel components.
  - j) Be able to monitor internal temperature.
  - k) Operate between the temperatures of -40° to +176°F (-40° to +80°C).
- 4) BlinkerBeam® Wireless Transceiver
- a) Shall operate wirelessly at 900 Mhz, utilizing Frequency Hopping Spread Spectrum (FHSS) technology to minimize the effects of external RF interference.
  - b) Shall seamlessly integrate with the controller to ensure sequential activation of other radio-equipped devices in the system.
  - c) Shall include an integrated LCD and two user-interface buttons for setup and troubleshooting, including readouts of flash duration (timeout), battery conditions, and LED testing functionality.
  - d) Shall include two LED indicators for status and troubleshooting.
  - e) Shall be capable of operating as a Parent (Gateway) or Child (Node or Repeater).
  - f) Shall be capable of providing site-survey data for verification of signals strength between network devices.
  - g) Shall include network-wide modification of sign controller settings and output durations, using programmability from any networked transceiver without the use of additional equipment or software.
  - h) Shall synchronize the system components to activate the indications within 120msec of one other and remain synchronized throughout the duration of the flash (timeout) cycle.
  - i) Shall operate on the license-free ISM band.
  - j) Shall comply with part 15 of FCC rules.
  - k) Shall operate from 3.3VDC to 15VDC.
  - l) Shall be, in the unlikely event of failure, replaceable independently of other components.
- 5) Universal Switching Power Supply
- a) Accepts a universal AC input, 100-240VAC, 50/60 hz.
  - b) Output 12 VDC regulated to ±1%.
  - c) Have Short Circuit, Overload and Over Voltage protection.
  - d) Be convection cooled, DIN rail mount.
  - e) Have an LED power on indicator.
  - f) Be UL60950-1, TUV EN60950-1, Class 1, Div. 2 Group A, B, C, D and Hazardous Locations T4 approved.

- g) Operate in a relative humidity of 20 to 90% non-condensing.
  - h) Operate from -4° to + 158°F (-20° to +70°C).
- 6) RRFB - XL2 Light Bar
- a) The RRFB-XL2 Light Bar shall be in conformance with all applicable FHWA MUTCD standards and guidelines and shall meet or exceed the requirements specified in FHWA Memorandum IA-21 Interim Approval for Optional Use of Pedestrian-Actuated Rectangular Rapid Flashing Beacons at Uncontrolled Marked Crosswalks.
  - b) Shall house two rapidly and alternately flashing rectangular yellow LED array vehicle indications and one side-mounted yellow LED array pedestrian indication. The LED arrays shall be designed, located and operated according to the detailed requirements as specified on the plans.
  - c) When activated, the RRFB-XL2 Light Bar shall have 75 periods of flashing per minute and shall have alternating and simultaneous flash operations following the 'WW+S" flash pattern.
  - d) Active vehicle indications shall be visible at distances over 1,000 feet during the day and over 1 mile at night.
  - e) The light intensity of the vehicle indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005. Manufacturer Certification of Compliance shall be provided upon request.
  - f) Have a housing that shall be constructed of durable, corrosion-resistant powder-coated aluminum with stainless steel vandal resistant fasteners.
  - g) Have enclosed components that are modular in design whereby any component can be easily replaced without having to uninstall the RRFB assembly.
  - h) Include mounting hardware for either single or back-to-back pole mounting and shall be universal to the pole type.
  - i) Have two vehicle RRFB indications that is approximately 7" wide x 2.8" high, each with 8 yellow LEDs in its array and one Pedestrian indication that is approximately 0.5" wide x 1.7" high with 8 individual yellow LEDs in its array.
  - j) Have overall dimensions of approximately 23.6" wide x 3.8" high x 1.4" deep.
- 7) Bulldog Push Button
- a) Shall be a Polara Bulldog model or equal.
  - b) Shall operate as a normally open (n/o) circuit.
  - c) Must be ADA Compliant.
  - d) Shall operate from -30° to +165°F (-34° to +74°C).
  - e) Shall be provided with all necessary mounting hardware, wiring and associated ADA signage.
- 8) Warning Static Sign
- a) Each static sign face shall be constructed on a 0.080" thick 5052-H32 aluminum and screened onto 3M© Diamond Grade© G3 Reflective sheeting of specified color.
  - b) Shall have MUTCD compliant sign legend, as dictated by the requirements.
  - c) Shall have two holes for mounting to a post or pole.
  - d) Includes pole mounting hardware.
- 9) Pole Package
- a) Pole shall be a standard specified outer diameter aluminum pedestal pole.
  - b) Pole shall be supplied with one end threaded for easy installation into a pedestal base.
  - c) Pole shall be 13' length Schedule 40 pipe raw aluminum as required.

- d) Pedestal Base shall be TP-358 cast aluminum that mounts on a concrete foundation attached by four internal anchor bolts imbedded in the foundation.
- e) Pedestal Base shall have a large 8.5" square hand hole cover allowing access to the interior.
- f) Pole and pedestal base shall be painted black by the manufacturers.

10) Warranty

- a) The Manufacturer shall offer a three-year unconditional warranty against all defects in material and workmanship.

**C Construction**

Install system according to manufacturer or vendor's recommendations. Provide a copy of associated instructions and warranty information to the engineer.

**D Measurement**

The department will measure Rectangular Rapid Flash Beacon Assembly as each individual unit, acceptably furnished and installed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                             | UNIT |
|-------------|---|------|
| SPV.0060.01 | Rectangular Rapid Flash Beacon Assembly | EACH |

Payment is full compensation for all furnishing and installing all specified components; to provide a complete and functioning warning system for the specified crosswalks; and for all labor, tools, equipment, and incidentals necessary to complete the item of work. Concrete bases will be measured and paid for separately under the pertinent contract items.

**29. Lighting Assembly Single Fixture, SPV.0060.03.**

**A Description**

Furnish and install poles and luminaires, install pole wiring and appurtenances for lighting at the locations as shown on the plans, according to the requirements of the plans, the standard specifications, and as hereinafter provided.

**B Materials**

Furnish LED street light fixtures. This item includes the mounting arm.

Furnish street light pole and pole base.

Furnish and install the pole wiring, fusing, connections, and circuit tags according to the standard detail drawing Non-Freeway Lighting Unit Pole Wiring.

**C Construction**

Assemble and install the lighting unit according to the manufacturer's installation instructions. Install the lighting assembly on a concrete base and provide pole wiring and all necessary miscellaneous materials required for a complete operating lighting unit.

**D Measurement**

The department will measure Lighting Assembly Single Fixture by each unit, in place, connected for service, and acceptably completed. Concrete bases will be measured and paid for separately.

**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 | Lighting Assembly Single Fixture | EACH |

**30. Post Tubular Steel 2-3/8 Inch 12-FT with V-LOK Anchor, Item SPV.0060.04;  
Post Tubular Steel 2-3/8 Inch 14-FT with V-LOK Anchor, Item SPV.0060.07.**

**A Description**

Furnish and install tubular steel posts with V-Lock Post Anchors according to the provisions of standard spec 634, as shown on the plan and as hereinafter provided.

**B Materials**

Furnish a round tubular steel post 2-3/8-inch outside diameter, Schedule 40, conforming to ASTM A1011, Grade 50 with an average minimum yield strength, after cold-forming, of 55,000 psi.

Hot-dip galvanize each tube and paint black according to standard spec 634.2.5.

Assemble the breakaway anchor system at least 30-inches in length with soil stabilization fins. Secure 2-3/8-inch post in anchor system with a stainless steel wedge specifically designed for that purpose.

**C Construction**

Perform the work according to standard spec 634.3.

**D Measurement**

The department will measure Posts Tubular Steel 2-3/8 Inch 12-FT with V-LOK Anchor and Posts Tubular Steel 2-3/8 Inch 14-FT with V-LOK Anchor. as each individual unit, acceptably completed according to standard spec 634.4.

**E Payment**

*Supplement standard spec 634.5 to include the following:*

| ITEM NUMBER | DESCRIPTION  | UNIT |
|-------------|--|------|
| SPV.0060.04 | Posts Tubular Steel 2-3/8 Inch 12-Ft with V-LOK Anchor | EACH |
| SPV.0060.07 | Posts Tubular Steel 2-3/8 Inch 14-Ft with V-LOK Anchor | EACH |

**31. Traffic Signal Controller and Cabinet, Item SPV.0060.05.**

**A Description**

This special provision describes furnishing and installing a traffic signal controller as shown on the plans and as hereinafter provided.

**B Materials**

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2 Version 2.06 (R2008) with Amendment 3-2009, *Traffic Controller Assemblies with NTCIP Requirements*, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. Conform all work to the Wisconsin State Electrical Code (WSEC). Conform all work to standard spec 651, as supplemented or modified in this specification.

Provide cabinets designed for TS2 Type 1 operation. Pre-wire cabinets for a minimum of 16 phases as specified herein.

Furnish and install at no extra cost any equipment and materials not specifically described but required in order to perform the intended functions in the cabinet.

Provide arc flash protection within the cabinet as needed to satisfy NFPA 70E and OSHA requirements.

**B.1. Cabinet**

**B.1.1 Design**

Furnish a door-in-door ground mounted (without anchor bolts) aluminum cabinet of clean-cut design and appearance. Provide a cabinet of minimum size 44 inches wide, minimum 24 inches deep and minimum 52 inches to maximum 60 inches high. The size of the cabinet shall provide ample space for housing the controller, all of the associated devices which are to be furnished with the controller, all other auxiliary devices herein specified, and all equipment to be furnished and installed by others.

The cabinet shall comply with the environmental and operating standards outlined in the NEMA TS2 Standard. The cabinet shall provide reasonable vandalism protection. The cabinet shall have a NEMA 3R rating.

Construct the cabinet from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. Furnish the cabinet with a natural, uncoated, aluminum finish inside and outside. Continuously weld all seams. The surface shall be smooth, free of marks and scratches. Use stainless steel for all external hardware.

On the top of the cabinet, incorporate a 1-inch slope toward the rear to prevent rain accumulation. Incorporate a rain channel into the design of the main door opening to prevent liquids from entering the enclosure.

Include an exhaust plenum with a vent screen into the roof of the cabinet. Perforations in the vent screen shall not exceed 0.125 inches in diameter. Insulate the remaining area of the roof of the cabinet with a moisture resistant rigid foam board insulation with a minimum R value of 4.0 that can be perforated for an antenna.

Equip the lower section of the cabinet door with a louvered air entrance. The air inlet shall be large enough to allow sufficient air flow per the rated fan capacity. Louvers must satisfy the NEMA rod entry test for Type 3R ventilated enclosures. Secure a washable, aluminum, removable air filter to the air entrance. The filter shall fit snugly against the cabinet door wall. Attach an aluminum, easily removable, gasketed cover over the air filter and louver.

### **B.1.2 Doors**

The cabinet door opening shall be a minimum of 80 percent of the front surface of the cabinet. The main door and police door-in-door shall each close against a weatherproof and dust-proof, closed-cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.188 inches thick by 1.00 inch wide. The gasket material for the police door shall be a minimum of 0.188 inches thick by 0.500 inches wide. Permanently bond the gaskets to the cabinet.

Equip the main door with a three-point latching mechanism. The upper and lower locking points of the latching mechanism shall each have a pair of nylon rollers. The handle on the main door shall utilize a shank of stainless steel 3/4 inches minimum diameter. The handle shall include a hasp for the attachment of an optional padlock. The cabinet door handle may turn either clockwise or counterclockwise to open and shall not extend outwards past the edge of the door at any time. Position the lock assembly so the key will not cause any interference with the handle, or a person's hand on the handle, when opening the cabinet door.

Include on the main door a solid stainless steel rod stop and catch mechanism capable of rigidly holding the door open at approximately 90, 120, and 180 degrees under windy conditions. The operator must be able to engage and disengage the catch with a shoed or booted foot.

The main door hinge shall be a one-piece, continuous piano hinge with a minimum 0.25 inch stainless steel pin running the entire length of the right side of the door (right-handed). Attach the hinge in such a manner that no rivets or bolts are exposed.

Equip the main door with a brass Corbin tumbler lock No. 2, swing away dust cap.

Electrically bond the door to the rest of the cabinet with a braided copper grounding conductor. The length of the grounding conductor shall allow the door to swing fully open, without using the

stop bar, without stretching or breaking the grounding conductor. The grounding conductor shall not interfere with normal door operation.

Provide a door switch for the main cabinet door. When the door is opened the switch shall send a signal to the controller sufficient for the controller to log an alarm.

## **B.2 Auxiliary Panels**

### **B.2.1 Intersection Lighting**

Provide an intersection lighting control panel as described. The intersection lighting control panel shall consist of an aluminum panel 0.125 inches thick and approximately 5 inches by 10 inches. Determine the actual panel size by the cabinet's mounting rail placement. Attach to the panel a 2 pole-30 amp contactor-120vac coil (Square D #8910DPA32V02 or equal), and a heavy duty six position terminal block (Marathon DJ1606 or equal). Use wire sizes 10AWG for power and load wiring, and 16AWG for control wires. Wire the terminal strip as follows:

1. Control coil
2. L1 in
3. L2 in
4. Neutral in and control coil
5. L1 out
6. L2 out

Protect each output by a MOV (V150LA20A) wired between the output and neutral. Include a photo control (Intermatic #K4021C or equal). Mount the photo control just above the cabinet door and approximately 12 inches from the right side of the cabinet. Wire the photo control to a 3 position terminal strip using 16AWG wire color coded to match the photo control wiring connected to the intersection lighting control panel.

Provide panel cover that is secured on the top and bottom of the panel with a minimum of 4 thumb screws.

Provide a switch in the cabinet that can turn intersection lighting on/off.

### **B.2.2 Vehicle Detection Interface Panel**

Provide a 32-position interface panel or two 16-position panels. Each interface panel shall allow for the connection of 32 or 16 independent field loops, respectively. The panels shall have barrier strip type terminals using 8-32 screws and be rated for 20-inch pounds of torque.

Provide a ground bus terminal between each loop pair terminal to provide a termination for the loop lead-in cable ground wire. Secure the interface panels to a mounting plate attached to the left interior side wall of the cabinet.

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

Provide a pathway or mechanism for securing loop lead in cables neatly next to interface panel.

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

### **B.3 Cabinet Heater**

Provide a 250-watt element heater. The heater shall be mountable on the face of the aluminum, louvered air filter cover such that feed air is supplied through the cover. Provide a protective, ventilated cover over the heater. Provide a cord and twist-off plug that will connect to the electrical receptacle on the cabinet door.

### **B.4 Shelves and Mountings**

Mount a minimum of three vertical "C" channels on each interior side wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. Install three vertical "C" channels or three slotted rails on the interior back wall of the cabinet. All mounting channels and rails shall extend to within 7 inches of the top and bottom of the cabinets and shall be of sufficient strength to rigidly hold specified shelves and equipment.

Provide two full-width, 11-inch deep, fully adjustable, aluminum shelves to support the controller and other equipment. Mount the lower shelf at a height above the bottom of the cabinet such that the shelf and attached drawer does not interfere with the ability to tilt the terminal facility forward on its hinges for maintenance purposes. Mount the top shelf at least 13 inches above the surface of the lower shelf.

The controller and MMU2 will be located on the lower shelf. Locate the loop detector racks and other auxiliary equipment on the top shelf. The power supply may be mounted on either shelf.

Provide an under-shelf drawer beneath the lower shelf. The drawer shall be approximately 20 inches wide and a minimum of 12" deep. The drawer shall operate easily and smoothly and shall have a stop to prevent inadvertently pulling the drawer out of its support. Design the stop to allow purposeful complete removal of the drawer without the use of tools. Provide a slide out shelf capable of supporting a 5 pound, 14" wide by 11" deep load. This slide out support can be the cover for the drawer, as long as it extends far enough out to support the entire 11" depth of the laptop.

Provide a fully wired receptacle on the door that is specifically designed to support the twist and lock style plug specified for the optional heater element. Locate receptacle such that when installed, heater should be mounted a minimum of 6.5" from the bottom of the door.

## **B.5 Auxiliary Cabinet Equipment**

Ventilate the cabinet by means of a 120 VAC, 60HZ, tube axial compact type fan located in the top of the cabinet plenum. The fan's free delivery airflow shall be equal to or greater than 100 cubic feet per minute. The magnetic field of the fan motor shall not affect the performance of control equipment. The fan bearings shall operate freely. The fan unit shall not crack, creep, warp, or have bearing failure within a seven-year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant. The thermostat's turn on setting shall be adjustable from 90 to 120 degrees F. The fan shall run until the cabinet temperature decreases below the turn-on temperature setting by approximately 30 degrees F. The fan shall be fused.

Mount a single LED light strip (GESS32-13200K or approved equal) at the top of the cabinet and the appropriate power supply to support up to four light strip panels. Wire the power supply to an ON/OFF toggle switch. Mount two LED light strips under the lower shelf fed off the power supply on the top of the cabinet. Locate one strip on each side of the drawer.

Provide a thermostat with an adjustable setting from 0 to 100 degrees F. Install the thermostat on the interior ceiling of the cabinet well away from the cabinet light or any heat source. Provide a thermal limit switch to prevent the heater's protective cover from exceeding 170 degrees F.

## **B.6 Terminals and Facilities**

### **B.6.1 Terminal Facility**

The terminal facility panel shall be constructed from 5052-H32 brushed aluminum of 0.125 inches minimum thickness and formed so as to eliminate any flexing when plug-in components are installed.

Mount the bottom of the terminal facility a minimum of nine inches from the bottom of the cabinet. Hinge the terminal facility at the bottom to allow easy access with simple tools to all wiring on the rear of the panel. It shall not be necessary to remove the lower shelf, the shelf drawer, or any shelf-mounted equipment to hinge down the terminal facility. Provide sufficient slack in the load bay wiring to allow for dropping the load bay.

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

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

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

Provide one 16-channel, 8-position, TS2 detector rack with an integrally mounted BIU mounting. Rack shall be addressable. Power the detector rack by the cabinet power supply. Fasten the loop detector racks towards the left side of the top shelf. Additional racks shall be treated as add-on items.

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

For the terminal facility, contain all field wires within one or two rows of horizontally-mounted Marathon (or approved equal) heavy duty terminal blocks. Terminate all field output circuits on an unfused terminal block with a minimum rating of 10 amps. Use mechanical connector lugs rated for copper wire. Angle the lower section of the terminal block out from the back of the cabinet at approximately a 45 degree angle.

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

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



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

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

Permanently label all logic-level, NEMA-controller and MMU2 input and output terminations on the terminal facility. Identify the function of each terminal position on the cabinet drawings.

Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32 inch screw as minimum. Functions to be terminated shall be as specified in the listing of Input/Output Terminals in Section 5 of the NEMA TS2 Standard.

Conform all terminal facility and cabinet wiring to the WSEC. The green/walk, yellow, and red/don't walk load switch outputs shall be minimum 16 gauge wire. The MMU2 (other than AC power), controller I/O, and logic ground shall be minimum 22 gauge wire. All wire colors shall be consistent in all cabinets furnished in one order.

### **B.7 Conductors and Cabling**

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

Provide controller and MMU2 cables of sufficient length to allow the units to be placed on either cabinet shelf in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. Exposed tie-wraps and interwoven cables are unacceptable.

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

Pre-wire the terminal facility for a Type 16 MMU2.

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

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

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

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

### **B.8 Cabinet Switches**

Locate the following switches on a maintenance panel on the inside of the cabinet door:

- a. Controller On/Off
- b. Stop Time (Three Positions)

Position Switch Label Function

- Upper Stop Time Place stop time on the controller
- Center Run Remove the stop time input to the controller
- Lower Normal Connects the MMU2 to the controller stop time input

Locate the following switches behind the police access door:

- a. Signal/Off
- b. Flash/Normal
- c. Hand/ auto
- d. Coiled hand control and cable

The above switches shall function as follows:

Off: Signals Dark

Signal: Signals On and operating as follows:

Auto Hand

Flash: Signals Flash Signals Flash

Normal: Signals Normal Signals Advance by use of hand control

## **B.9 Power Panel**

### **B.9.1 Design**

The power panel shall consist of a separate module, securely fastened to the interior right side wall of the cabinet. Wire the power panel to provide the necessary power to the cabinet,

controller, MMU2, cabinet power supply, and all auxiliary equipment. Manufacture the power panel from 0.090-inch, 5052-H32 aluminum. Panel layout shall facilitate field inspection and maintenance accessibility without excessive disassembly or special tools.

Provide a light, tough, transparent, weather-resistant, non-yellowing, thermoplastic cover, rigidly mounted over the full power panel, with access holes for circuit breakers and other equipment, and open on the sides for ventilation.

All components of power panel shall meet or exceed the electrical requirements as laid out in section 5.4 of the NEMA TS2 Standard.

Provide all necessary components for a battery backup system to be retrofit into the cabinet without needing to make changes to the wiring of the power panel. Battery Backup system will support only essential equipment in the cabinet. Fan, heater, and lighting panel are examples of non-essential equipment not expected to be supported by the battery backup system.

Do not install a jumper between the equipment ground and neutral. Instead, provide this bonding jumper in a separate package labeled "For Grounding Purposes."

### **B.9.2 Grounding System**

On each side of the cabinet, provide a minimum 20-position neutral bus bar capable of connecting three #12 AWG wires per position. Also on each side of the cabinet, provide a minimum 20-position equipment ground bus bar capable of connecting three #12 AWG wires per position. Install this bus bar below the neutral bus bar.

### **B.9.3 Power receptacles**

Mount a 120 VAC 20 amp, NEMA 5-20R GFCI convenience outlet on the interior right-side wall above or as part of the power panel. The outlet shall be fully operational and fuse protected.

Mount a 2-gang outlet on each side of the cabinet. Both of these outlets should be wired off the circuit breaker fed off the surge protector.

## **B.10 Auxiliary Devices**

### **B.10.1 Flashers**

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

### **B.10.2 Flash Transfer Relays**

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

### **B.10.3 Cabinet Power Supply**

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

### **B.10.4 NEMA Load Switches**

Provide load switches as needed.

**B.10.5 TS2 Type 1 controller**

Provide McCain Flex NEMA TS2 type 1 controller.

**B.10.6 NEMA MMU2**

Provide EDI MMU2 Smart Monitor.

**B.10.7 Bus Interface Units (BIU)**

Provide three BIUs conforming to the requirements of section 8 of the NEMA TS2 Standard. Provide two BIUs with the main panel and one BIU with one of the detector racks.

**B.11. Documentation**

**B.11.1 Cabinet Intersection Wiring Diagrams**

At the time of the cabinet delivery, furnish with the cabinet two sets of printed 22x34-inch cabinet intersection wiring diagrams and one set of .dwg CAD files per cabinet. After cabinet acceptance is complete, if any cabinet wiring changes were made, revise the cabinet wiring diagrams and provide two sets of printed 22x34-inch cabinet intersection wiring diagrams and one set of .dwg CAD files reflecting any field changes.

**C Construction**

Construct in general conformance with the relevant provisions of standard spec 675 and the manufacturer’s recommendations.

**D Measurement**

The department will measure Traffic Signals Controller and Cabinet as each individual assembly, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                           | UNIT |
|-------------|---------------------------------------|------|
| SPV.0060.05 | Traffic Signal Controller and Cabinet | EACH |

Payment is full compensation for furnishing and installing the Traffic Signal Controller and Cabinet; for making all connections and furnishing all required testing and documentation.

**32. Install Tree Grate, Item SPV.0060.06.**

**A Description**

This special provision describes installing city furnished tree grates according to plan details and as hereinafter provided.

**B Materials**

Furnish materials conforming to standard spec 602.2.

**C Construction**

Install tree grates according to the manufacturer’s recommendations and as shown in the plan details.

**D Measurement**

The department will measure Install Tree Grate as each individual tree grate, 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 | Install Tree Grate | EACH |

Payment is full compensation for installation of the city-furnished tree grates; for providing all materials, including concrete and steel reinforcement adjacent to the tree grates, as shown in the plans.

**33. Remove and Salvage Traffic Signals N. Water Street and Shawano Avenue, Item SPV.0060.08;  
Remove and Salvage Traffic Signals N. Water Street and Pearl Street, Item SPV.0060.09.**

**A Description**

This special provision describes removing and salvaging traffic signals according to the pertinent provisions of standard spec 204 and as hereinafter provided.

**B (Vacant)**

**C Construction**

Inventory the quantity and condition of the control cabinet, controller, traffic signals, lighting equipment, and pull box frames and covers prior to removal. Provide the engineer and the City of New London Public Works Department with a copy of the inventory prior to removal. Contact Director of Public Works, Robert Garske at (920)-982-8503.

Notify the city's Public Works Department at least three working days prior to the desired starting date for the removal of the traffic signals. The Director of Public Works will arrange for de-energizing the signals with the local electrical utility.

Remove and salvage the control cabinet, controller, traffic signals, poles, standards, luminaires, and pull box frames and covers, following notification by the engineer to do so, in such a manner that they are not damaged.

The contractor will be responsible for all work to remove the traffic signal cabinet and its internal modules.

Remove the traffic signal standards and poles from their concrete bases. Remove the attached transformer bases, trombone arms, monotube arms, and luminaire arms from the standards or poles. Access hand hole doors and hardware shall remain intact. Remove the pull box frames and covers from the corrugated pipe. Stockpile the materials on-site for pickup by the City of New London.

The underground cable, wires, and conduits shall become the property of the contractor to be disposed of properly.

**D Measurement**

The department will measure Remove and Salvage Traffic Signals (N. Water Street and Shawano Street and N. Water Street and Pearl Street) 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.0060.08 | Remove and Salvage Traffic Signals, N. Water Street and Shawano Avenue | EACH |
| SPV.0060.09 | Remove and Salvage Traffic Signals, N. Water Street and Pearl Street   | EACH |

Payment is full compensation for inventorying; disconnecting the wiring of the traffic signals; removing and disassembling the traffic signals; removing the pull box frames and covers; loading, transporting and unloading the salvaged traffic signal materials from the construction site to the designated location.

The removal of concrete bases and pull boxes will be paid for separately under the pertinent items provided in the contract.

**34. Concrete Curb and Gutter 24 Inch Type D, Item SPV.0090.01;  
Concrete Curb and Gutter 36 Inch Integral Type D, Item SPV.0090.02.**

**A Description**

This special provision describes constructing concrete curb and gutter.

**B Materials**

Conform to standard spec 601.2.

**C Construction**

Conform to standard spec 601.2.

## D Measurement

The department will measure Concrete Curb and Gutter 24 Inch Type D and 36 Inch Integral Type D by the linear foot, acceptably completed and according to standard spec 601.4.

## E Payment

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

| ITEM NUMBER | DESCRIPTION                                      | UNIT |
|-------------|--|------|
| SPV.0090.01 | Concrete Curb and Gutter 24 Inch Type D          | LF   |
| SPV.0090.02 | Concrete Curb and Gutter 36 Inch Integral Type D | LF   |

Payment will be according to standard spec 601.5.

## 35. Storm Sewer Lateral 6 Inch, Item SPV.0090.03.

### A Description

This special provision describes constructing storm sewer laterals according to the pertinent provisions of standard spec 607, as shown on the plans, and as hereinafter provided.

### B Materials

*Supplement standard spec 607.2 as follows:*

#### B.1. Polyvinyl Chloride (PVC) Pipe SDR 35 and Fittings (Includes Clean Out)

- (1) Pipe and fittings furnished shall meet the requirements for Type PSM PVC Sewer Pipe and Fittings, as set forth in ASTM Designation D-3034 and subsequent revisions thereof.
- (2) The dimensions of the pipe shall be according to ASTM D-3034 (SDR rating 35). The wall thickness shall not be less than that specified except that isolated arcs spanning no more than 15 degrees of the perimeter shall be not less than 95% of the specified minimum.
- (3) Each length of pipe and each fitting shall be marked as follows:
  - a. Manufacturer's name or trademark.
  - b. Nominal pipe size.
  - c. The PVC cell classification, e.g., 12454-B.
  - d. The legend Type PSM PVC Sewer Pipe.
  - e. ASTM Designation D-3034.
- (4) Pipe fittings shall be according to all manufacturers' recommendations.
- (5) All pipe and fittings shall be by one manufacturer and shall have elastomeric joints conforming to the requirements of ASTM F-477 and D-3212. PVC gasketed sewer fittings shall conform to the requirements of ASTM F1336.
- (6) Flexible couplings shall be manufactured from flexible PVC intended for water-tight joints and shall be 3/8 inch thick with multiple sealing ribs. Each coupling shall consist of 2 Series 300 (18-8) all stainless steel, extra strength (0.040 thick) T-bolt clamps with multiple take up points. The flexible couplings shall conform to the applicable parts of ASTM C443, C425, C564, D1869, and C1173. The flexible couplings shall be manufactured to connect the PVC replacement pipe with pipes of different materials.
- (7) Flexible water tight connectors intended for connecting PVC lateral to cored precast reinforced concrete pipe. The connector shall conform to the requirements of ASTM C923.

### C Construction

Construct storm laterals according to Subsection 607.3 of the Standard Specifications and as hereinafter provided:

The existing and proposed lateral locations shown on the plans are approximate; the exact locations will be determined by the City of New London prior to storm sewer construction operations under this contract. Contact Robert Garske, Director of Public Works at (920) 982-8503.

At locations where the adjoining properties have existing storm sewer laterals, connect to the existing lateral. Laterals which are not connected to existing laterals shall be capped.

Storm sewer laterals will be laid at a minimum slope of 1.0 percent unless otherwise approved by the engineer. At locations where laterals are not connected to an existing lateral, the lateral shall have 4 feet of cover at the right-of-way line unless approved by the engineer. If 4 feet of cover cannot be provided the depth may be reduced to 3 feet. If the minimum 3-foot depth cannot be obtained, the lateral may be laid at a slope of 0.5 percent.

Connections between the lateral pipe and existing lateral to be made using hard PVC gasketed sewer fitting or sleeve. Use flexible couplings only where the hard connection is not feasible. Install flexible coupling according to the manufacturer's recommendations.

Connections between the lateral pipe and cored precast reinforced concrete pipe to be made using flexible watertight connectors. Install connectors according to the manufacturer's recommendations.

Install tracer wire according to the storm sewer tracer wire special provision.

**D Measurement**

The department will measure Storm Sewer Lateral 6 Inch by the linear foot according to standard spec 607.4.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                | UNIT |
|-------------|----------------------------|------|
| SPV.0090.03 | Storm Sewer Lateral 6 Inch | LF   |

Payment will be according to standard spec 607.5.

**36. Reveal Curb, Item SPV.0090.04.**

**A Description**

This special provision describes installing concrete curb at building faces according to the pertinent requirements of standard spec 601, as directed by the engineer, and as hereinafter provided.

**B Materials**

Furnish concrete curb that is according to the pertinent requirements of standard spec 601.

**C Construction**

Place curb in locations as directed by the engineer to cover the building face to the existing reveal line of the building foundation. Install curb in cases where the building foundation will remain exposed upon completion of the sidewalk installation.

**D Measurement**

The department will measure Reveal Curb 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.0090.04 | Reveal Curb | LF   |

Payment is full compensation for all foundation excavation and preparation; for providing all materials, including concrete, expansion joints; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site.

**37. Salvage Paver Bricks, Item SPV.0165.01.**

**A Description**

This special provision describes salvaging and reinstalling existing paver bricks at the locations shown on the plans. Salvage paver bricks in accordance to plan details and as hereinafter provided.

**B Materials**

Furnish sand/cement joint filler with 3 parts polymer sand and 1 part Portland cement by volume.

Furnish bedding material meeting the requirements of standard spec 350.

Furnish geotextile fabric type DF according to standard spec 645.2.4.

**C Construction**

Prepare foundation grade in accordance to the pertinent provisions of standard spec 602.3. Engineer to approve grade prior to placing subbase material. Place geotextile fabric on grade and then place 3-inches of compacted subbase material. Install brick pavers to match the paver pattern of the existing trail using edge restraints to ensure that the line and grade are maintained. Seal the joints with joint filler and then compact the pavers in place using a plate compactor. Clean surface when compaction operations are completed.

**D Measurement**

The department will measure Salvage Paver Bricks by the square foot, acceptably completed.

**E Payment**

*Supplement standard spec 611.5 to include the following:*

| ITEM NUMBER | DESCRIPTION          | UNIT |
|-------------|----------------------|------|
| SPV.0165.01 | Salvage Paver Bricks | SF   |

Payment is full compensation for salvaging and reinstalling paver bricks; for furnishing and installing joint filler, subbase, and fabric.

## **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](mailto:DBE_Alert@dot.wi.gov)
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. See *attached sample entitled "Sample Contractor Solicitation Letter"* in Appendix B. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

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

## b. Guidance for Evaluating DBE quotes

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



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

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

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

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

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

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

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

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



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

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

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

#### 5. Determining DBE Eligibility

##### Directory of DBE firms

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

#### 6. Counting DBE Participation

##### Assessing DBE Work

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

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

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

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

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

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

## 7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

## 8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

### a. Manufacturers

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

### b. Regular Dealers of Material and/or Supplies

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

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

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

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

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

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

**a. Issuing a Contract Change Order**

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

**b. Contractor Considerations**

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

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

**c. Request to Modify DBE Subcontracting Commitment**

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

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) + Project Engineer

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

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

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

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

#### d. Evaluation and Response to the Request

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

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

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

#### e. DBE Utilization beyond the approved DBE Commitment

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

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

#### Special note on trucking

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

### 10. Commercially Useful Function

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

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

## 11. Credit Evaluation for DBE Primes

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

## 12. Joint Venture

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

## 13. Mentor-Protégé

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

## 14. Use of Joint Checks

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

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

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

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

## 15. Payment

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



## Appendix A

### Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

## Appendix B

### Sample Contractor Solicitation Letter Page 1

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

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

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

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

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

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

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

#### **When are quotes due?**

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

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

#### **Why partner with [Prime Contractor]?**

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

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

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

Please check all that apply:

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

Prime Contractor Contact: \_\_\_\_\_ DBE: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

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

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

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

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

**ATTENTION DBEs**

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

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

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

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

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

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

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

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

**ATTENTION WisDOT SUBCONTRACTORS**

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

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

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

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

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

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

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

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

## Appendix C

### Small Business Network (SBN) Overview

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

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

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

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

## Appendix D

### Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

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

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

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

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



## GFE Evaluation Rubric – Phase 1 – Initial Review

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

**GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review**

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

**ACTIVE & AGGRESSIVE:** Demonstrated through engaged and assertive activity

**QUALITY:** Demonstrated through essential character of conscientious and serious activity

**QUANTITY:** Demonstrated through a measurable number of activities

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

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

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

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

**Rating Scale:**

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

**Green = Exceeds expectations**

**Yellow = Meets expectations**

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

**See OBOEC Rubric Analysis Feedback**

Excerpt from Appendix A to 49 CFR Part 26:

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

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

## Appendix E

### Good Faith Effort Best Practices

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

#### Primes

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

#### DBE

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

## **Appendix F**

### **Good Faith Effort Evaluation Guidance**

#### *Appendix A of 49 CFR Part 26*

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

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

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

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

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

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

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

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

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

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

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

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

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

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

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

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

[79 FR 59600, Oct. 2, 2014]

## **Appendix G**

### **(SAMPLE) Forms DT1506 and DT1202**





**COMMITMENT TO SUBCONTRACT TO DBE  
ATTACHMENT A**

**CONFIRMATION OF PARTICIPATION**

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

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

|  |   |
|--|---|
| <b>FOR PRIME CONTRACTORS ONLY:</b><br>I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above. | Prime Contractor Representative's Signature         |
|  | Prime Contractor Representative's Name (Print Name) |
|  | Prime Contractor (Print Company Name)               |
|  | Date  |

|  |   |      |
|--|---|------|
| <b>FOR PARTICIPATING DBE FIRMS ONLY:</b><br>I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.       | 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:                                       |      |
| <b>FOR DBE TRUCKING FIRMS ONLY:</b><br>I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below. |   |      |

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

Off site Hauling



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



|                                     |                       |                           |
|-------------------------------------|-----------------------|---------------------------|
| Project ID<br>*****                 | Proposal No.<br>***** | Letting<br>*****          |
| Prime Contractor<br>*****           |                       | County<br>*****           |
| Person Submitting Document<br>***** |                       | Telephone Number<br>***** |
| Address<br>*****                    |                       | Email Address<br>*****    |

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

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

Submit good faith effort documentation per ASP-3 guidelines.

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

**1. Solicitation Documentation:**

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

**2. Selected Work Items Documentation:**

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

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

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

**4. → Documentation of Negotiation with Interested DBEs:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

|  |  |  |
|--|--|--|
|  |  |  |
|  |  | (Bidder/Authorized Representative Signature) |
|  |  | _____  |
|  |  | (Print Name)                                 |
|  |  | _____  |
|  |  | (Title)                                      |

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

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

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

#### SOLICITATION LOG

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

#### SELECTED WORK ITEMS SOLICITED LOG

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

#### INFORMATION PROVIDED LOG

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

#### NEGOTIATIONS LOG

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

#### ASSISTANCE LOG

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

#### OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

## **ADDITIONAL SPECIAL PROVISION 4**

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

### **Payment to First-Tier Subcontractors**

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

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

### **Payment to Lower-Tier Subcontractors**

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

### **Acceptance and Final Payment**

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

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**Additional Special Provision 6 (ASP-6)**  
**Modifications to the standard specifications**

*Make the following revisions to the standard specifications:*

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**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.
- 

**108.10.2 Excusable, Non-Compensable Delays**

**108.10.2.1 General**

*Replace entire section with the following effective with the January 2024 letting:*

- (1) Non-compensable delays, 108.10.2.1(3), are excusable delays not the contractor's or the department's fault. The engineer will not pay for the delay costs listed in 109.4.7 for non-compensable delays.
  - (2) For non-compensable delays under calendar day and completion date contracts, the engineer will extend contract time if the conditions specified in 108.10.1 are met. The department will relieve the contractor from associated liquidated damages, as specified in 108.11, if the engineer extends time under 108.10.1.
  - (3) The following are non-compensable delays:
    1. Delays due to earthquakes, other cataclysmic phenomena of nature the contractor cannot foresee and avoid, severe weather or job conditions caused by recent weather as specified in 108.10.2.2.
    2. Extraordinary delays in material deliveries the contractor or their suppliers cannot foresee and forestall resulting from strikes, lockouts, freight embargoes, industry-wide shortages, governmental acts, or sudden disasters.
    3. Delays due to acts of the government, a political subdivision other than the department, or the public enemy.
    4. Delays from fires or epidemics.
    5. Delays from strikes beyond the contractor's power to settle not caused by improper acts or omissions of the contractor, their subcontractors, or their suppliers.
    6. Altered quantities as specified in 109.3.
- 

**108.10.3 Excusable Compensable Delays**

*Replace entire section with the following effective with the January 2024 letting:*

- (1) Compensable delays are excusable delays due to the department's actions or lack of actions. The engineer will grant a time extension for a compensable delay if the conditions specified in 108.10.1 are met.
- (2) The following are compensable delays:



1. A contract change for revised work as specified for extra work under 104.2.2.1, for a differing site condition under 104.2.2.2, or for significant changes in the character of the work under 104.2.2.4.
  2. A contract change for an engineer-ordered suspension under 104.2.2.3.
  3. The unexpected discovery of human remains, an archaeological find, or historical find consistent with 107.25.
  4. The unexpected discovery of a hazardous substance consistent with 107.24.
  5. The non-completion of work that utilities or other third parties perform, if that work is not completed as specified in the contract.
- (3) For a compensable delay or a time extension, the department will relieve the contractor from associated liquidated damages under 108.11, and will pay the contractor for delay costs determined as follows:
1. Adjust the contract price as specified in 109.4.2 through 109.4.5 for delays under item 1 of 108.10.3(2).
  2. Adjust the contract price as specified in 109.4.7 for delays under items 2 through 5 of 108.10.3(2).

**310 Open Graded Base**

**310.2 Materials**

Replace paragraph two with the following effective with the November 2023 letting:

- (2) The contractor may substitute material conforming to the gradation requirements for crushed aggregate specified in Table 310-01 if that material conforms to the fracture requirements for open-graded crushed gravel specified in 301.2.4.5.

**TABLE 310-01 COARSE AGGREGATE (% passing by weight)**

| AASHTO No. 67 <sup>[1]</sup> |  |
|------------------------------|--|
| SEIVE                        | COARSE AGGREGATE (%<br>PASSING by WEIGHT)<br>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 (Va) by calculation according to WTM T269.

VMA by calculation according to WTM R35.

**460.2.8.3.1.4 Department Verification Testing Requirements**

Replace paragraph three with the following effective with the November 2023 letting:

- (3) The department will perform testing conforming to the following standards:
  - Bulk specific gravity ( $G_{mb}$ ) of the compacted mixture according to WTM T166.
  - Maximum specific gravity ( $G_{mm}$ ) 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 <sup>[1]</sup> |  |
|-----------------------------|--|
| SEIVE                       | COARSE AGGREGATE (% PASSING<br>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   |

<sup>[1]</sup> 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 1<sup>st</sup> Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

### B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov) within 5 days of payment receipt to be logged manually.

\*\*\*Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll or Labor Data Submittal**

- (1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:  
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:  
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action



within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *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](mailto: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](mailto: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.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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#### **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.

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#### **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 [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 project<sup>1</sup>; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000<sup>2</sup>

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.

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<sup>1</sup> 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.

<sup>2</sup> The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

## CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses.* “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS  
FOR PROJECTS WITH FEDERAL AID**

**I. PREVAILING WAGE RATES**

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

**II. COVERAGE OF TRUCK DRIVERS**

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.  
[https://www.dol.gov/whd/FOH/FOH\\_Ch15.pdf](https://www.dol.gov/whd/FOH/FOH_Ch15.pdf)
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

### **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

### **IV. RESOURCES**

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20230010 12/22/2023

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"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. 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.</li> </ul>  |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$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.</li> </ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <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 |
| 16 | 12/15/2023 |
| 17 | 12/22/2023 |

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 |
|-----------------|----------|---------|
| 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 |
|-----------------|----------|-------|

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CARP0068-011 05/02/2022

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys  
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

|                                |          |       |
|--------------------------------|----------|-------|
| Carpenter & Piledrivermen..... | \$ 41.19 | 27.05 |
|--------------------------------|----------|-------|

-----  
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   |

-----  
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   |

-----  
ELEC0014-007 05/29/2022

REMAINING COUNTIES

|  | Rates    | Fringes  |
|--|----------|----------|
| Teledata System Installer<br>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:<br>Electrical contracts over<br>\$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, Fremont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

|                    |          |           |
|--------------------|----------|-----------|
| Electricians:..... | \$ 38.74 | 26%+11.76 |
|--------------------|----------|-----------|

-----  
ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

|                    |          |       |
|--------------------|----------|-------|
| Electricians:..... | \$ 46.70 | 25.02 |
|--------------------|----------|-------|

-----  
\* ELEC0494-005 05/28/2023

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

|                    |          |       |
|--------------------|----------|-------|
| Electricians:..... | \$ 47.75 | 26.72 |
|--------------------|----------|-------|

-----  
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 05/28/2023

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

|                        |          |       |
|------------------------|----------|-------|
| Sound & Communications |          |       |
| Installer.....         | \$ 34.65 | 18.36 |
| Technician.....        | \$ 34.65 | 18.36 |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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 ELEC0577-003 06/01/2022

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.

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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   |

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IRON0512-008 04/30/2023

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU  
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

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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

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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

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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

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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   |

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PAIN0108-002 06/01/2023

RACINE COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Painters:              |          |         |
| Brush, Roller.....     | \$ 41.04 | 21.95   |
| Spray & Sandblast..... | \$ 42.04 | 21.95   |

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 24.11 | 12.15   |

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 22.03 | 12.45   |

PAIN0781-002 06/01/2023

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

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TEAM0039-001 06/01/2023

|  | Rates    | Fringes |
|--|----------|---------|
| TRUCK DRIVER   |          |         |
| 1 & 2 Axles.....   | \$ 35.57 | 26.09   |
| 3 or more Axles; Euclids,<br>Dumptor & Articulated,<br>Truck Mechanic..... | \$ 35.72 | 26.09   |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"



## **NOTICE TO BIDDERS WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

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                 | 201.0220<br>Grubbing   | 98.000<br>ID                   | _____.     | _____.     |
| 0004                 | 204.0100<br>Removing Concrete Pavement   | 13,000.000<br>SY               | _____.     | _____.     |
| 0006                 | 204.0155<br>Removing Concrete Sidewalk   | 4,040.000<br>SY                | _____.     | _____.     |
| 0008                 | 204.0195<br>Removing Concrete Bases  | 47.000<br>EACH                 | _____.     | _____.     |
| 0010                 | 204.0210<br>Removing Manholes  | 17.000<br>EACH                 | _____.     | _____.     |
| 0012                 | 204.0220<br>Removing Inlets  | 35.000<br>EACH                 | _____.     | _____.     |
| 0014                 | 204.0245<br>Removing Storm Sewer (size) 01. 12 Inch                            | 1,760.000<br>LF                | _____.     | _____.     |
| 0016                 | 204.0245<br>Removing Storm Sewer (size) 02. 18 Inch                            | 150.000<br>LF                  | _____.     | _____.     |
| 0018                 | 204.0245<br>Removing Storm Sewer (size) 03. 24 Inch                            | 185.000<br>LF                  | _____.     | _____.     |
| 0020                 | 204.9060.S<br>Removing (item description) 01. Existing Lighting Units          | 32.000<br>EACH                 | _____.     | _____.     |
| 0022                 | 205.0100<br>Excavation Common  | 6,798.000<br>CY                | _____.     | _____.     |
| 0024                 | 205.0501.S<br>Excavation, Hauling, and Disposal of Petroleum Contaminated Soil | 450.000<br>TON                 | _____.     | _____.     |
| 0026                 | 209.2100<br>Backfill Granular Grade 2  | 150.000<br>CY                  | _____.     | _____.     |
| 0028                 | 213.0100<br>Finishing Roadway (project) 01. 6996-04-72                         | 1.000<br>EACH                  | _____.     | _____.     |
| 0030                 | 305.0110<br>Base Aggregate Dense 3/4-Inch                                      | 100.000<br>TON                 | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0032                 | 305.0120<br>Base Aggregate Dense 1 1/4-Inch                             | 6,296.000<br>TON               | _____.     | _____.     |
| 0034                 | 311.0110<br>Breaker Run   | 500.000<br>TON                 | _____.     | _____.     |
| 0036                 | 405.0200<br>Coloring Concrete Custom                                    | 92.700<br>CY                   | _____.     | _____.     |
| 0038                 | 405.1000<br>Stamping Colored Concrete                                   | 44.100<br>CY                   | _____.     | _____.     |
| 0040                 | 415.0080<br>Concrete Pavement 8-Inch                                    | 10,010.000<br>SY               | _____.     | _____.     |
| 0042                 | 415.0210<br>Concrete Pavement Gaps                                      | 4.000<br>EACH                  | _____.     | _____.     |
| 0044                 | 415.0410<br>Concrete Pavement Approach Slab                             | 60.000<br>SY                   | _____.     | _____.     |
| 0046                 | 415.1080<br>Concrete Pavement HES 8-Inch                                | 100.000<br>SY                  | _____.     | _____.     |
| 0048                 | 415.4100<br>Concrete Pavement Joint Filling                             | 11,311.000<br>SY               | _____.     | _____.     |
| 0050                 | 455.0605<br>Tack Coat   | 107.000<br>GAL                 | _____.     | _____.     |
| 0052                 | 465.0105<br>Asphaltic Surface   | 152.000<br>TON                 | _____.     | _____.     |
| 0054                 | 465.0120<br>Asphaltic Surface Driveways and Field Entrances             | 251.000<br>TON                 | _____.     | _____.     |
| 0056                 | 520.8000<br>Concrete Collars for Pipe                                   | 3.000<br>EACH                  | _____.     | _____.     |
| 0058                 | 522.1024<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch | 1.000<br>EACH                  | _____.     | _____.     |
| 0060                 | 601.0110<br>Concrete Curb Type D  | 13.000<br>LF                   | _____.     | _____.     |
| 0062                 | 601.0405<br>Concrete Curb & Gutter 18-Inch Type A                       | 135.000<br>LF                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0064                 | 601.0411<br>Concrete Curb & Gutter 30-Inch Type D                    | 365.000<br>LF                  | _____.     | _____.     |
| 0066                 | 601.0452<br>Concrete Curb & Gutter Integral 30-Inch Type D           | 4,245.000<br>LF                | _____.     | _____.     |
| 0068                 | 602.0405<br>Concrete Sidewalk 4-Inch                                 | 32,953.000<br>SF               | _____.     | _____.     |
| 0070                 | 602.0415<br>Concrete Sidewalk 6-Inch                                 | 5,500.000<br>SF                | _____.     | _____.     |
| 0072                 | 602.0515<br>Curb Ramp Detectable Warning Field Natural Patina        | 356.000<br>SF                  | _____.     | _____.     |
| 0074                 | 602.0615<br>Curb Ramp Detectable Warning Field Radial Natural Patina | 17.500<br>SF                   | _____.     | _____.     |
| 0076                 | 602.0810<br>Concrete Driveway 6-Inch                                 | 715.000<br>SY                  | _____.     | _____.     |
| 0078                 | 602.0860<br>Concrete Driveway HES 6-Inch                             | 50.000<br>SY                   | _____.     | _____.     |
| 0080                 | 606.0200<br>Riprap Medium  | 8.100<br>CY                    | _____.     | _____.     |
| 0082                 | 608.0412<br>Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch    | 1,590.000<br>LF                | _____.     | _____.     |
| 0084                 | 608.0415<br>Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch    | 56.000<br>LF                   | _____.     | _____.     |
| 0086                 | 608.0418<br>Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch    | 330.000<br>LF                  | _____.     | _____.     |
| 0088                 | 608.0424<br>Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch    | 289.000<br>LF                  | _____.     | _____.     |
| 0090                 | 608.0430<br>Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch    | 33.000<br>LF                   | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

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                 | 608.3012<br>Storm Sewer Pipe Class III-A 12-Inch                              | 18.000<br>LF                   | _____.     | _____.     |
| 0094                 | 611.0535<br>Manhole Covers Type J-Special                                     | 15.000<br>EACH                 | _____.     | _____.     |
| 0096                 | 611.0612<br>Inlet Covers Type C   | 2.000<br>EACH                  | _____.     | _____.     |
| 0098                 | 611.0639<br>Inlet Covers Type H-S   | 36.000<br>EACH                 | _____.     | _____.     |
| 0100                 | 611.0666<br>Inlet Covers Type Z   | 1.000<br>EACH                  | _____.     | _____.     |
| 0102                 | 611.2004<br>Manholes 4-FT Diameter  | 15.000<br>EACH                 | _____.     | _____.     |
| 0104                 | 611.2005<br>Manholes 5-FT Diameter  | 1.000<br>EACH                  | _____.     | _____.     |
| 0106                 | 611.3003<br>Inlets 3-FT Diameter  | 2.000<br>EACH                  | _____.     | _____.     |
| 0108                 | 611.3230<br>Inlets 2x3-FT   | 36.000<br>EACH                 | _____.     | _____.     |
| 0110                 | 611.8110<br>Adjusting Manhole Covers  | 7.000<br>EACH                  | _____.     | _____.     |
| 0112                 | 618.0100<br>Maintenance and Repair of Haul Roads<br>(project) .01- 6996-04-72 | 1.000<br>EACH                  | _____.     | _____.     |
| 0114                 | 619.1000<br>Mobilization  | 1.000<br>EACH                  | _____.     | _____.     |
| 0116                 | 620.0300<br>Concrete Median Sloped Nose                                       | 210.000<br>SF                  | _____.     | _____.     |
| 0118                 | 624.0100<br>Water   | 94.000<br>MGAL                 | _____.     | _____.     |
| 0120                 | 625.0100<br>Topsoil   | 659.000<br>SY                  | _____.     | _____.     |
| 0122                 | 628.1504<br>Silt Fence  | 235.000<br>LF                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description                                 | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0124                 | 628.1520<br>Silt Fence Maintenance                  | 235.000<br>LF                  | _____.     | _____.     |
| 0126                 | 628.1905<br>Mobilizations Erosion Control           | 4.000<br>EACH                  | _____.     | _____.     |
| 0128                 | 628.1910<br>Mobilizations Emergency Erosion Control | 4.000<br>EACH                  | _____.     | _____.     |
| 0130                 | 628.7005<br>Inlet Protection Type A                 | 1.000<br>EACH                  | _____.     | _____.     |
| 0132                 | 628.7010<br>Inlet Protection Type B                 | 1.000<br>EACH                  | _____.     | _____.     |
| 0134                 | 628.7015<br>Inlet Protection Type C                 | 41.000<br>EACH                 | _____.     | _____.     |
| 0136                 | 628.7020<br>Inlet Protection Type D                 | 43.000<br>EACH                 | _____.     | _____.     |
| 0138                 | 628.7504<br>Temporary Ditch Checks                  | 10.000<br>LF                   | _____.     | _____.     |
| 0140                 | 628.7560<br>Tracking Pads                           | 4.000<br>EACH                  | _____.     | _____.     |
| 0142                 | 631.0300<br>Sod Water                               | 11.000<br>MGAL                 | _____.     | _____.     |
| 0144                 | 631.1000<br>Sod Lawn                                | 659.000<br>SY                  | _____.     | _____.     |
| 0146                 | 637.2210<br>Signs Type II Reflective H              | 133.190<br>SF                  | _____.     | _____.     |
| 0148                 | 638.2602<br>Removing Signs Type II                  | 83.000<br>EACH                 | _____.     | _____.     |
| 0150                 | 638.3000<br>Removing Small Sign Supports            | 14.000<br>EACH                 | _____.     | _____.     |
| 0152                 | 638.3100<br>Removing Structural Steel Sign Supports | 3.000<br>EACH                  | _____.     | _____.     |
| 0154                 | 642.5401<br>Field Office Type D                     | 1.000<br>EACH                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description                                       | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0156                 | 643.0300<br>Traffic Control Drums                         | 5,040.000<br>DAY               | _____.     | _____.     |
| 0158                 | 643.0410<br>Traffic Control Barricades Type II            | 2,800.000<br>DAY               | _____.     | _____.     |
| 0160                 | 643.0420<br>Traffic Control Barricades Type III           | 4,550.000<br>DAY               | _____.     | _____.     |
| 0162                 | 643.0705<br>Traffic Control Warning Lights Type A         | 9,100.000<br>DAY               | _____.     | _____.     |
| 0164                 | 643.0900<br>Traffic Control Signs                         | 8,820.000<br>DAY               | _____.     | _____.     |
| 0166                 | 643.1050<br>Traffic Control Signs PCMS                    | 28.000<br>DAY                  | _____.     | _____.     |
| 0168                 | 643.5000<br>Traffic Control                               | 1.000<br>EACH                  | _____.     | _____.     |
| 0170                 | 644.1410<br>Temporary Pedestrian Surface Asphalt          | 1,400.000<br>SF                | _____.     | _____.     |
| 0172                 | 644.1601<br>Temporary Pedestrian Curb Ramp                | 490.000<br>DAY                 | _____.     | _____.     |
| 0174                 | 644.1605<br>Temporary Pedestrian Detectable Warning Field | 112.000<br>SF                  | _____.     | _____.     |
| 0176                 | 644.1810<br>Temporary Pedestrian Barricade                | 40.000<br>LF                   | _____.     | _____.     |
| 0178                 | 645.0120<br>Geotextile Type HR                            | 12.200<br>SY                   | _____.     | _____.     |
| 0180                 | 645.0140<br>Geotextile Type SAS                           | 24.000<br>SY                   | _____.     | _____.     |
| 0182                 | 646.1020<br>Marking Line Epoxy 4-Inch                     | 2,866.000<br>LF                | _____.     | _____.     |
| 0184                 | 646.3020<br>Marking Line Epoxy 8-Inch                     | 390.000<br>LF                  | _____.     | _____.     |
| 0186                 | 646.5020<br>Marking Arrow Epoxy                           | 12.000<br>EACH                 | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0188                 | 646.6120<br>Marking Stop Line Epoxy 18-Inch  | 239.000<br>LF                  | _____.     | _____.     |
| 0190                 | 646.7420<br>Marking Crosswalk Epoxy Transverse Line 6-Inch                         | 1,240.000<br>LF                | _____.     | _____.     |
| 0192                 | 646.7520<br>Marking Crosswalk Epoxy Block Style 24-Inch                            | 24.000<br>LF                   | _____.     | _____.     |
| 0194                 | 646.8320<br>Marking Parking Stall Epoxy  | 1,685.000<br>LF                | _____.     | _____.     |
| 0196                 | 650.4000<br>Construction Staking Storm Sewer                                       | 55.000<br>EACH                 | _____.     | _____.     |
| 0198                 | 650.4500<br>Construction Staking Subgrade  | 2,528.000<br>LF                | _____.     | _____.     |
| 0200                 | 650.5000<br>Construction Staking Base  | 190.000<br>LF                  | _____.     | _____.     |
| 0202                 | 650.5500<br>Construction Staking Curb Gutter and Curb & Gutter                     | 365.000<br>LF                  | _____.     | _____.     |
| 0204                 | 650.7000<br>Construction Staking Concrete Pavement                                 | 2,343.000<br>LF                | _____.     | _____.     |
| 0206                 | 650.8501<br>Construction Staking Electrical Installations (project) 01. 6996-04-72 | 1.000<br>EACH                  | _____.     | _____.     |
| 0208                 | 650.9000<br>Construction Staking Curb Ramps  | 31.000<br>EACH                 | _____.     | _____.     |
| 0210                 | 650.9500<br>Construction Staking Sidewalk (project) 01. 6996-04-72                 | 1.000<br>EACH                  | _____.     | _____.     |
| 0212                 | 650.9911<br>Construction Staking Supplemental Control (project) 01. 6996-04-72     | 1.000<br>EACH                  | _____.     | _____.     |
| 0214                 | 650.9920<br>Construction Staking Slope Stakes                                      | 2,464.000<br>LF                | _____.     | _____.     |





Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description                                       | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0216                 | 652.0210<br>Conduit Rigid Nonmetallic Schedule 40 1-Inch  | 1,220.000<br>LF                | _____.     | _____.     |
| 0218                 | 652.0225<br>Conduit Rigid Nonmetallic Schedule 40 2-Inch  | 5,602.000<br>LF                | _____.     | _____.     |
| 0220                 | 652.0235<br>Conduit Rigid Nonmetallic Schedule 40 3-Inch  | 1,150.000<br>LF                | _____.     | _____.     |
| 0222                 | 652.0800<br>Conduit Loop Detector                         | 886.000<br>LF                  | _____.     | _____.     |
| 0224                 | 653.0140<br>Pull Boxes Steel 24x42-Inch                   | 12.000<br>EACH                 | _____.     | _____.     |
| 0226                 | 653.0154<br>Pull Boxes Non-Conductive 24x36-Inch          | 7.000<br>EACH                  | _____.     | _____.     |
| 0228                 | 654.0101<br>Concrete Bases Type 1                         | 10.000<br>EACH                 | _____.     | _____.     |
| 0230                 | 654.0102<br>Concrete Bases Type 2                         | 8.000<br>EACH                  | _____.     | _____.     |
| 0232                 | 654.0105<br>Concrete Bases Type 5                         | 27.000<br>EACH                 | _____.     | _____.     |
| 0234                 | 654.0217<br>Concrete Control Cabinet Bases Type 9 Special | 2.000<br>EACH                  | _____.     | _____.     |
| 0236                 | 654.0230<br>Concrete Control Cabinet Bases Type L30       | 2.000<br>EACH                  | _____.     | _____.     |
| 0238                 | 655.0230<br>Cable Traffic Signal 5-14 AWG                 | 670.000<br>LF                  | _____.     | _____.     |
| 0240                 | 655.0240<br>Cable Traffic Signal 7-14 AWG                 | 150.000<br>LF                  | _____.     | _____.     |
| 0242                 | 655.0270<br>Cable Traffic Signal 15-14 AWG                | 2,206.000<br>LF                | _____.     | _____.     |
| 0244                 | 655.0305<br>Cable Type UF 2-12 AWG Grounded               | 996.000<br>LF                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0246                 | 655.0515<br>Electrical Wire Traffic Signals 10 AWG  | 2,384.000<br>LF                | _____.     | _____.     |
| 0248                 | 655.0620<br>Electrical Wire Lighting 8 AWG  | 9,168.000<br>LF                | _____.     | _____.     |
| 0250                 | 655.0625<br>Electrical Wire Lighting 6 AWG  | 7,588.000<br>LF                | _____.     | _____.     |
| 0252                 | 655.0630<br>Electrical Wire Lighting 4 AWG  | 7,588.000<br>LF                | _____.     | _____.     |
| 0254                 | 655.0700<br>Loop Detector Lead In Cable   | 1,812.000<br>LF                | _____.     | _____.     |
| 0256                 | 655.0800<br>Loop Detector Wire  | 2,818.000<br>LF                | _____.     | _____.     |
| 0258                 | 656.0201<br>Electrical Service Meter Breaker Pedestal (location) 01. Pearl Street Lighting Controller         | 1.000<br>EACH                  | _____.     | _____.     |
| 0260                 | 656.0201<br>Electrical Service Meter Breaker Pedestal (location) 02. Shawano Street Lighting Controller       | 1.000<br>EACH                  | _____.     | _____.     |
| 0262                 | 656.0201<br>Electrical Service Meter Breaker Pedestal (location) 03. Pearl Street Traffic Signal Controller   | 1.000<br>EACH                  | _____.     | _____.     |
| 0264                 | 656.0201<br>Electrical Service Meter Breaker Pedestal (location) 04. Shawano Street Traffic Signal Controller | 1.000<br>EACH                  | _____.     | _____.     |
| 0266                 | 657.0100<br>Pedestal Bases  | 8.000<br>EACH                  | _____.     | _____.     |
| 0268                 | 657.0255<br>Transformer Bases Breakaway 11 1/2-Inch Bolt Circle   | 8.000<br>EACH                  | _____.     | _____.     |
| 0270                 | 657.0310<br>Poles Type 3  | 8.000<br>EACH                  | _____.     | _____.     |
| 0272                 | 657.0420<br>Traffic Signal Standards Aluminum 13-FT   | 6.000<br>EACH                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0274                 | 657.0425<br>Traffic Signal Standards Aluminum 15-FT                                | 2.000<br>EACH                  | _____.     | _____.     |
| 0276                 | 657.0585<br>Trombone Arms 15-FT  | 4.000<br>EACH                  | _____.     | _____.     |
| 0278                 | 657.0590<br>Trombone Arms 20-FT  | 3.000<br>EACH                  | _____.     | _____.     |
| 0280                 | 657.0595<br>Trombone Arms 25-FT  | 1.000<br>EACH                  | _____.     | _____.     |
| 0282                 | 657.0609<br>Luminaire Arms Single Member 4-Inch<br>Clamp 6-FT                      | 10.000<br>EACH                 | _____.     | _____.     |
| 0284                 | 658.0173<br>Traffic Signal Face 3S 12-Inch   | 20.000<br>EACH                 | _____.     | _____.     |
| 0286                 | 658.0175<br>Traffic Signal Face 5S 12-Inch   | 4.000<br>EACH                  | _____.     | _____.     |
| 0288                 | 658.0416<br>Pedestrian Signal Face 16-Inch   | 16.000<br>EACH                 | _____.     | _____.     |
| 0290                 | 658.0500<br>Pedestrian Push Buttons  | 16.000<br>EACH                 | _____.     | _____.     |
| 0292                 | 658.5070<br>Signal Mounting Hardware (location) 01.<br>Shawano Street Intersection | 1.000<br>EACH                  | _____.     | _____.     |
| 0294                 | 658.5070<br>Signal Mounting Hardware (location) 02.<br>Pearl Street Intersection   | 1.000<br>EACH                  | _____.     | _____.     |
| 0296                 | 659.1115<br>Luminaires Utility LED A   | 10.000<br>EACH                 | _____.     | _____.     |
| 0298                 | 659.2130<br>Lighting Control Cabinets 120/240 30-<br>Inch                          | 2.000<br>EACH                  | _____.     | _____.     |
| 0300                 | 690.0150<br>Sawing Asphalt   | 1,944.000<br>LF                | _____.     | _____.     |
| 0302                 | 690.0250<br>Sawing Concrete  | 2,450.500<br>LF                | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0304                 | 715.0720<br>Incentive Compressive Strength Concrete Pavement                                 | 3,003.000<br>DOL               | 1.00000    | 3,003.00   |
| 0306                 | 740.0440<br>Incentive IRI Ride   | 1,200.000<br>DOL               | 1.00000    | 1,200.00   |
| 0308                 | 999.1501.S<br>Crack and Damage Survey  | 1.000<br>EACH                  | _____      | _____      |
| 0310                 | ASP.1T0A<br>On-the-Job Training Apprentice at \$5.00/HR                                      | 2,000.000<br>HRS               | 5.00000    | 10,000.00  |
| 0312                 | ASP.1T0G<br>On-the-Job Training Graduate at \$5.00/HR  | 1,260.000<br>HRS               | 5.00000    | 6,300.00   |
| 0314                 | SPV.0035<br>Special 01. CU-Structural Soil   | 36.000<br>CY                   | _____      | _____      |
| 0316                 | SPV.0060<br>Special 01. Rectangular Rapid Flash Beacon Assembly                              | 2.000<br>EACH                  | _____      | _____      |
| 0318                 | SPV.0060<br>Special 03. Lighting Assembly Single Fixture                                     | 27.000<br>EACH                 | _____      | _____      |
| 0320                 | SPV.0060<br>Special 04. Posts Tubular 2 3/8 Inch 12-FT with V-LOK Anchor                     | 17.000<br>EACH                 | _____      | _____      |
| 0322                 | SPV.0060<br>Special 05. Traffic Signal Controller and Cabinet                                | 2.000<br>EACH                  | _____      | _____      |
| 0324                 | SPV.0060<br>Special 06. Install Tree Grate   | 6.000<br>EACH                  | _____      | _____      |
| 0326                 | SPV.0060<br>Special 07. Posts Tubular 2 3/8-Inch 14-FT with V-LOK Anchor                     | 3.000<br>EACH                  | _____      | _____      |
| 0328                 | SPV.0060<br>Special 08. Remove and Salvage Traffic Signals N Water Street and Shawano Street | 1.000<br>EACH                  | _____      | _____      |



Proposal Schedule of Items

Proposal ID: 20240213030 Project(s): 6996-04-72

Federal ID(s): WISC 2024255

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price        | Bid Amount |
|----------------------|--|--------------------------------|-------------------|------------|
| 0330                 | SPV.0060<br>Special 09. Remove and Salvage Traffic Signals N Water Street and Pearl Street | 1.000<br>EACH                  | _____.            | _____.     |
| 0332                 | SPV.0090<br>Special 01. Concrete Curb and Gutter 24-Inch Type D                            | 22.000<br>LF                   | _____.            | _____.     |
| 0334                 | SPV.0090<br>Special 02. Concrete Curb and Gutter Integral 36-Inch Type D                   | 160.000<br>LF                  | _____.            | _____.     |
| 0336                 | SPV.0090<br>Special 03. Storm Sewer Lateral 6-Inch   | 90.000<br>LF                   | _____.            | _____.     |
| 0338                 | SPV.0090<br>Special 04. Reveal Curb  | 15.000<br>LF                   | _____.            | _____.     |
| 0340                 | SPV.0165<br>Special 01. Salvage Paver Bricks   | 44.000<br>SF                   | _____.            | _____.     |
| <b>Section: 0001</b> |  |                                | <b>Total:</b>     | _____.     |
|                      |  |                                | <b>Total Bid:</b> | _____.     |

**PLEASE ATTACH ADDENDA HERE**



## Wisconsin Department of Transportation

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January 18, 2024

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

### **NOTICE TO ALL CONTRACTORS:**

#### **ASP-6 Addendum #01**

#### **Letting of February 13, 2024**

Attached is a copy of the revised ASP-6. This ASP-6 replaces ASP-6 in all proposals in the February 13, 2024 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

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**Additional Special Provision 6 (ASP-6)**  
**Modifications to the standard specifications**

*Make the following revisions to the standard specifications:*

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**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.
- 

**108.10.2 Excusable, Non-Compensable Delays**

**108.10.2.1 General**

*Replace entire section with the following effective with the January 2024 letting:*

- (1) Non-compensable delays, 108.10.2.1(3), are excusable delays not the contractor's or the department's fault. The engineer will not pay for the delay costs listed in 109.4.7 for non-compensable delays.
  - (2) For non-compensable delays under calendar day and completion date contracts, the engineer will extend contract time if the conditions specified in 108.10.1 are met. The department will relieve the contractor from associated liquidated damages, as specified in 108.11, if the engineer extends time under 108.10.1.
  - (3) The following are non-compensable delays:
    1. Delays due to earthquakes, other cataclysmic phenomena of nature the contractor cannot foresee and avoid, severe weather or job conditions caused by recent weather as specified in 108.10.2.2.
    2. Extraordinary delays in material deliveries the contractor or their suppliers cannot foresee and forestall resulting from strikes, lockouts, freight embargoes, industry-wide shortages, governmental acts, or sudden disasters.
    3. Delays due to acts of the government, a political subdivision other than the department, or the public enemy.
    4. Delays from fires or epidemics.
    5. Delays from strikes beyond the contractor's power to settle not caused by improper acts or omissions of the contractor, their subcontractors, or their suppliers.
    6. Altered quantities as specified in 109.3.
- 

**108.10.3 Excusable Compensable Delays**

*Replace entire section with the following effective with the January 2024 letting:*

- (1) Compensable delays are excusable delays due to the department's actions or lack of actions. The engineer will grant a time extension for a compensable delay if the conditions specified in 108.10.1 are met.
- (2) The following are compensable delays:



1. A contract change for revised work as specified for extra work under 104.2.2.1, for a differing site condition under 104.2.2.2, or for significant changes in the character of the work under 104.2.2.4.
  2. A contract change for an engineer-ordered suspension under 104.2.2.3.
  3. The unexpected discovery of human remains, an archaeological find, or historical find consistent with 107.25.
  4. The unexpected discovery of a hazardous substance consistent with 107.24.
  5. The non-completion of work that utilities or other third parties perform, if that work is not completed as specified in the contract.
- (3) For a compensable delay or a time extension, the department will relieve the contractor from associated liquidated damages under 108.11, and will pay the contractor for delay costs determined as follows:
1. Adjust the contract price as specified in 109.4.2 through 109.4.5 for delays under item 1 of 108.10.3(2).
  2. Adjust the contract price as specified in 109.4.7 for delays under items 2 through 5 of 108.10.3(2).

**310 Open Graded Base**

**310.2 Materials**

Replace paragraph two with the following effective with the November 2023 letting:

- (2) The contractor may substitute material conforming to the gradation requirements for crushed aggregate specified in Table 310-01 if that material conforms to the fracture requirements for open-graded crushed gravel specified in 301.2.4.5.

**TABLE 310-01 COARSE AGGREGATE (% passing by weight)**

| AASHTO No. 67 <sup>[1]</sup> |  |
|------------------------------|--|
| SEIVE                        | COARSE AGGREGATE (%<br>PASSING by WEIGHT)<br>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 (Va) by calculation according to WTM T269.

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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.

#### 460.3.3.2 Pavement Density Determinations

Replace entire section with the following effective with the February 2024 letting:

- (1) The engineer will determine the target maximum density using department procedures described in WTM T355. The engineer will determine density according to CMM 815 and WTM T355 as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- (2) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.
- (3) A lot is defined as one day's production for each subplot type or one production shift if running 24 hours per day and placed within a single layer for each location and target maximum density category indicated in table 460-3. The lot density is the average of the tests taken for that lot. The department determines the number of tests per lot according to WTP H-002.
- (4) An HTCP-certified Nuclear Density Technician I (NUCDENSITYTEC-I) or a nuclear density ACT working under a NUCDENSITYTEC-I technician, will locate samples and perform the testing. A NUCDENSITYTEC-I technician will coordinate and take responsibility for the work an ACT performs. No more than one ACT can work under a single NUCDENSITYTEC-I technician. The responsible NUCDENSITYTEC-I technician will ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly.

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### 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).

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### 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)**

| <b>AASHTO No. 4<sup>[1]</sup></b> |  |
|-----------------------------------|--|
| SEIVE                             | COARSE AGGREGATE (% PASSING<br>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 (%<br>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.

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**ERRATA**

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**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.





## Wisconsin Department of Transportation

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February 6, 2024

**Division of Transportation Systems  
Development**

Bureau of Project Development  
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### **NOTICE TO ALL CONTRACTORS:**

#### **Federal Wage Rate Addendum #01**

#### **Letting of February 13, 2024**

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 04 – 15, 17, 18, 20 – 25, 28, and 30 – 39; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposals 21 and 31; and WI 15 Heavy Davis Bacon Prevailing Wage Rates that are included in proposal 15. These wage rates are effective for all proposals they are included in in the February 13, 2024 letting. The updated wage rates are dated February 2, 2024 and are effective on or after February 12, 2024.

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

Superseded General Decision Number: WI20230010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|  |   |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>  |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.



1 01/26/2024  
2 02/02/2024

BRWI0001-002 06/01/2023

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 40.18 | 25.88   |

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BRWI0002-002 06/01/2023

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 47.10 | 25.16   |

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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   |

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BRWI0003-002 06/01/2023

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 40.00 | 26.06   |

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BRWI0004-002 06/01/2023

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 44.50 | 26.96   |

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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   |

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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   |

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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   |

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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 36.15 | 20.43   |

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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   |

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CARP0804-001 06/05/2023

Adams, Juneau, Portage and Wood

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 38.86 | 27.06   |
| Piledriver..... | \$ 39.43 | 27.02   |

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\* CARP0955-002 06/05/2023

Calumet (western portion of County), Fond Du Lac, Green Lake,  
Marquette, Outagamie, Waupaca, and Winnebago

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 38.86 | 27.06   |
| PILEDRIVER..... | \$ 39.43 | 27.02   |

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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   |

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 CARP1143-002 06/05/2023

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPPEALEAU AND  
 VERNON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 38.86 | 27.06   |
| PILEDRIVER..... | \$ 39.43 | 27.02   |

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 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   |

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 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 11/26/2023

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, TREMPPEALEAU, VERNON, AND WASHBURN  
 COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 41.32 | 22.91   |

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 ELEC0014-007 05/28/2023

REMAINING COUNTIES

|  | Rates    | Fringes |
|--|----------|---------|
| Teledata System Installer<br>Installer/Technician..... | \$ 29.82 | 17.70   |

Low voltage construction, installation, maintenance and  
 removal of teledata facilities (voice, data, and video)  
 including outside plant, telephone and data inside wire,  
 interconnect, terminal equipment, central offices, PABX,  
 fiber optic cable and equipment, micro waves, V-SAT,

bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2023

KENOSHA COUNTY

|                    | Rates    | Fringes   |
|--------------------|----------|-----------|
| Electricians:..... | \$ 46.05 | 30%+13.15 |

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ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),  
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE  
(East of a line 6 miles West of the West boundary of Oconto  
County), SHAWANO (Except Area North of Townships of Aniwa and  
Hutchins) COUNTIES

|                  | Rates    | Fringes      |
|------------------|----------|--------------|
| ELECTRICIAN..... | \$ 36.14 | 29.75%+10.26 |

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ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and  
Emmet Townships), GREEN, LAKE (except Townships of Berlin,  
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of  
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK  
COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 43.38 | 23.13   |

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ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,  
Florence and Homestead) AND MARINETTE COUNTY (Township of  
Niagara)

|  | Rates    | Fringes |
|--|----------|---------|
| Electricians:                                |          |         |
| Electrical contracts over<br>\$180,000.....  | \$ 33.94 | 21.80   |
| Electrical contracts under<br>\$180,000..... | \$ 31.75 | 21.73   |

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ELEC0242-005 05/30/2021

DOUGLAS COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 41.37 | 69.25%  |

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ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Fremont, Lynn, Mayville, Sherman,  
Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,

MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

|                         | Rates    | Fringes   |
|-------------------------|----------|-----------|
| Electricians:.....      | \$ 38.74 | 26%+11.76 |
| -----                   |          |           |
| ELEC0430-002 06/01/2023 |          |           |

RACINE COUNTY (Except Burlington Township)

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 46.70 | 25.02   |
| -----                   |          |         |
| ELEC0494-005 05/28/2023 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 47.75 | 26.72   |
| -----                   |          |         |
| 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 05/28/2023 |          |         |

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.....         | \$ 34.65 | 18.36   |
| Technician.....        | \$ 34.65 | 18.36   |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the

installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEC0577-003 06/01/2022

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 |

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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 |

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ELEC0953-001 06/02/2019

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| Line Construction:                |          |         |
| (1) Lineman.....                  | \$ 47.53 | 21.43   |
| (2) Heavy Equipment Operator..... | \$ 42.78 | 19.80   |
| (3) Equipment Operator.....       | \$ 38.02 | 18.40   |
| (4) Heavy Groundman Driver..      | \$ 33.27 | 16.88   |
| (5) Light Groundman Driver..      | \$ 30.89 | 16.11   |
| (6) Groundsman.....               | \$ 26.14 | 14.60   |

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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.

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 IRON008-002 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.

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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.

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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   |

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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   |

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IRON0512-008 04/30/2023

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU  
COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 43.00 | 34.11   |

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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   |

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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

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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

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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

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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

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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

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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   |

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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   |

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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,<br>Dumptor & Articulated,<br>Truck Mechanic..... | \$ 35.72 | 26.09   |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION"

"General Decision Number: WI20240008 02/02/2024

Superseded General Decision Number: WI20230008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|  |   |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>  |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/05/2024       |
| 1                   | 01/19/2024       |

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 |
|-----------------|----------|---------|
| 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, Waupaca, 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 11/26/2023

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:..... | \$ 41.32 | 22.91   |

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 ELEC0127-002 06/01/2023

KENOSHA COUNTY

|                    | Rates    | Fringes   |
|--------------------|----------|-----------|
| Electricians:..... | \$ 46.05 | 30%+13.15 |

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 ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),  
 MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE  
 (East of a line 6 miles West of the West boundary of Oconto  
 County), SHAWANO (Except Area North of Townships of Aniwa and  
 Hutchins) COUNTIES

|                  | Rates    | Fringes      |
|------------------|----------|--------------|
| ELECTRICIAN..... | \$ 36.14 | 29.75%+10.26 |

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 ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and  
 Emmet Townships), GREEN, LAKE (except Townships of Berlin,  
 Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of  
 Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK  
 COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 43.38 | 23.13   |

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 ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,  
 Florence and Homestead) AND MARINETTE COUNTY (Township of  
 Niagara)

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| Electricians:             |          |         |
| Electrical contracts over |          |         |
| \$180,000.....            | \$ 33.94 | 21.80   |

Electrical contracts under  
\$180,000.....\$ 31.75 21.73

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ELEC0242-005 05/30/2021

DOUGLAS COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 41.37 | 69.25%  |

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ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Fremont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

|                    | Rates    | Fringes   |
|--------------------|----------|-----------|
| Electricians:..... | \$ 38.74 | 26%+11.76 |

-----  
ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 46.70 | 25.02   |

-----  
ELEC0494-005 05/28/2023

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 47.75 | 26.72   |

-----  
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 |



DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,  
 RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

|                    | Rates    | Fringes      |
|--------------------|----------|--------------|
| Electricians:..... | \$ 40.70 | 25.95%+11.26 |

REMAINING COUNTIES

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 47.53 | 25.89   |
| Group 2.....             | \$ 46.28 | 25.89   |
| Group 3.....             | \$ 43.23 | 25.89   |
| Group 4.....             | \$ 42.70 | 25.89   |
| Group 5.....             | \$ 40.63 | 25.89   |
| Group 6.....             | \$ 39.10 | 25.89   |

HAZARDOUS WASTE PREMIUMS:

- EPA Level "A" Protection: \$3.00 per hour
- EPA Level "B" Protection: \$2.00 per hour
- EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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 ENGI0139-007 06/05/2023

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 (145 or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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 IRON0008-002 06/01/2023

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.

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 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.

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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   |

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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   |

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IRON0512-008 04/30/2023

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 43.00 | 34.11   |

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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   |

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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

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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

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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

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\* 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.

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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, TREMPPEALEAU, 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

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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

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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

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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

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TEAM0039-001 06/01/2023

|  | Rates    | Fringes |
|--|----------|---------|
| TRUCK DRIVER   |          |         |
| 1 & 2 Axles.....   | \$ 35.57 | 26.09   |
| 3 or more Axles; Euclids,<br>Dumptor & Articulated,<br>Truck Mechanic..... | \$ 35.72 | 26.09   |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

"General Decision Number: WI20240015 02/02/2024

Superseded General Decision Number: WI20230015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|   |  |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li></ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/05/2024       |
| 1                   | 01/26/2024       |

BOIL0107-001 01/01/2021

|   | Rates    | Fringes |
|---|----------|---------|
| BOILERMAKER                                       |          |         |
| Boilermaker.....                                  | \$ 39.52 | 31.50   |
| Small Boiler Repair (under<br>25,000 lbs/hr)..... | \$ 26.91 | 16.00   |

-----  
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 |
|-----------------|----------|---------|
| 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, Waupaca, 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 11/26/2023 |          |         |

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:.....      | \$ 41.32 | 22.91   |
| -----                   |          |         |
| ELEC0014-007 05/28/2023 |          |         |

REMAINING COUNTIES

|  | Rates    | Fringes |
|--|----------|---------|
| Teledata System Installer<br>Installer/Technician..... | \$ 29.82 | 17.70   |

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   |
|--------------------|----------|-----------|
| Electricians:..... | \$ 38.74 | 26%+11.76 |

-----  
 ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 46.70 | 25.02   |

-----  
 ELEC0494-005 05/28/2023

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Electricians:.....\$ 47.75 26.72

-----  
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 05/28/2023

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.....\$ 34.65 18.36  
Technician.....\$ 34.65 18.36

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEC0577-003 06/01/2022

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, leads and/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

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 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 130,000 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler;

Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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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

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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

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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

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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

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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

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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

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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   |

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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.

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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   |

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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

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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<br>or Dumptor, Articulated<br>Truck, Mechanic..... | \$ 35.72 | 26.09   |

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 \* SUWI2011-001 11/16/2011

|                   | Rates       | Fringes |
|-------------------|-------------|---------|
| WELL DRILLER..... | \$ 16.52 ** |         |

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====  
\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$17.20) or 13658  
(\$12.90). Please see the Note at the top of the wage  
determination for more information. Please also note that the  
minimum wage requirements of Executive Order 14026 are not  
currently being enforced as to any contract or subcontract to  
which the states of Texas, Louisiana, or Mississippi, including  
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other  
health-related needs, including preventive care; or for reasons  
resulting from, or to assist a family member (or person who is  
like family to the employee) who is a victim of, domestic  
violence, sexual assault, or stalking. Additional information  
on contractor requirements and worker protections under the EO  
is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of ""identifiers"" that indicate whether the particular  
rate is a union rate (current union negotiated rate for local),  
a survey rate (weighted average rate) or a union average rate  
(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed  
in dotted lines beginning with characters other than ""SU"" or  
""UAVG"" denotes that the union classification and rate were  
prevailing for that classification in the survey. Example:  
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of  
the union which prevailed in the survey for this  
classification, which in this example would be Plumbers. 0198  
indicates the local union number or district council number  
where applicable, i.e., Plumbers Local 0198. The next number,  
005 in the example, is an internal number used in processing



the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described

in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



## Wisconsin Department of Transportation

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January 23, 2024

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

**Proposal #30: 6996-04-72, WISC 2024 255  
C New London, N Water Street  
Shawano Street to N Pearl Street  
CTH D  
Waupaca County**

### Letting of February 13, 2024

This is Addendum No. 01, which provides for the following:

#### Plan Sheets:

| Revised Plan Sheets |  |
|---------------------|--|
| Plan Sheet          | Plan Sheet Title (brief description of changes to sheet) |
| 8                   | Construction Detail – Lighting Assembly details updated  |

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

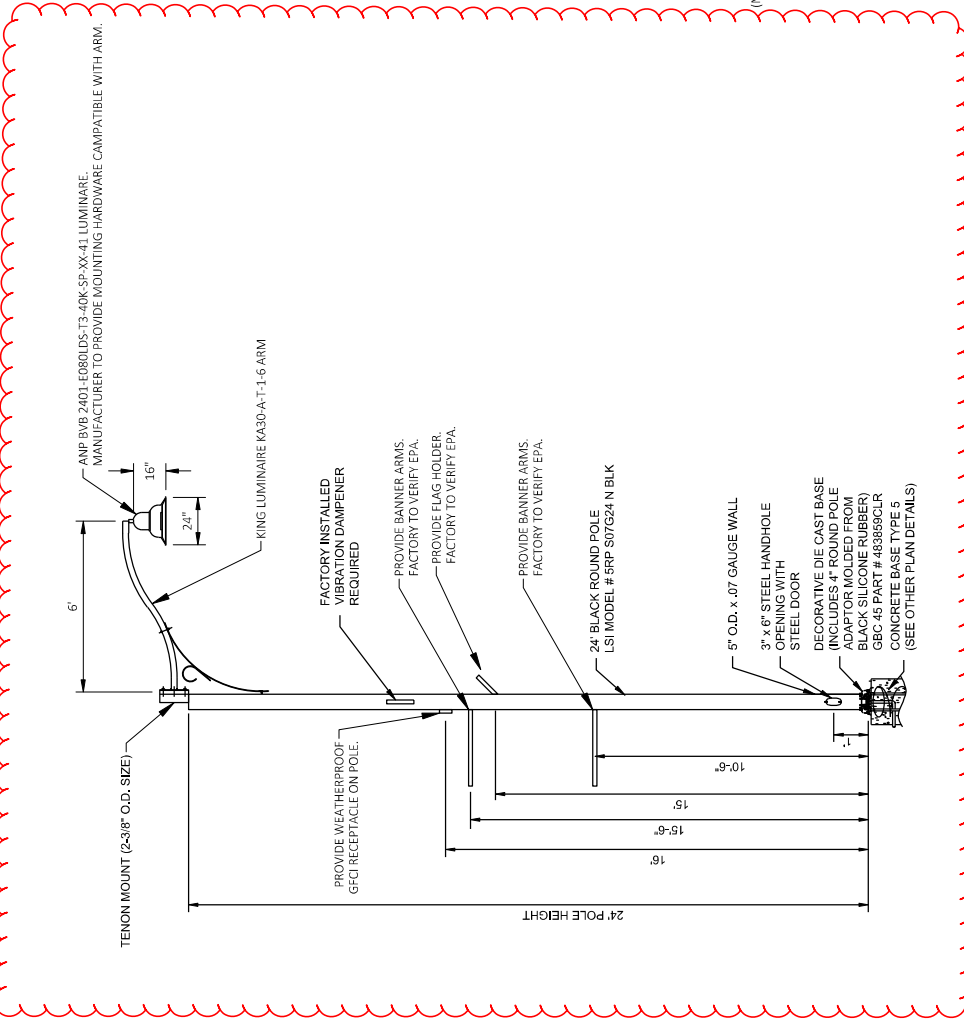
Sincerely,

*Mike Coleman*

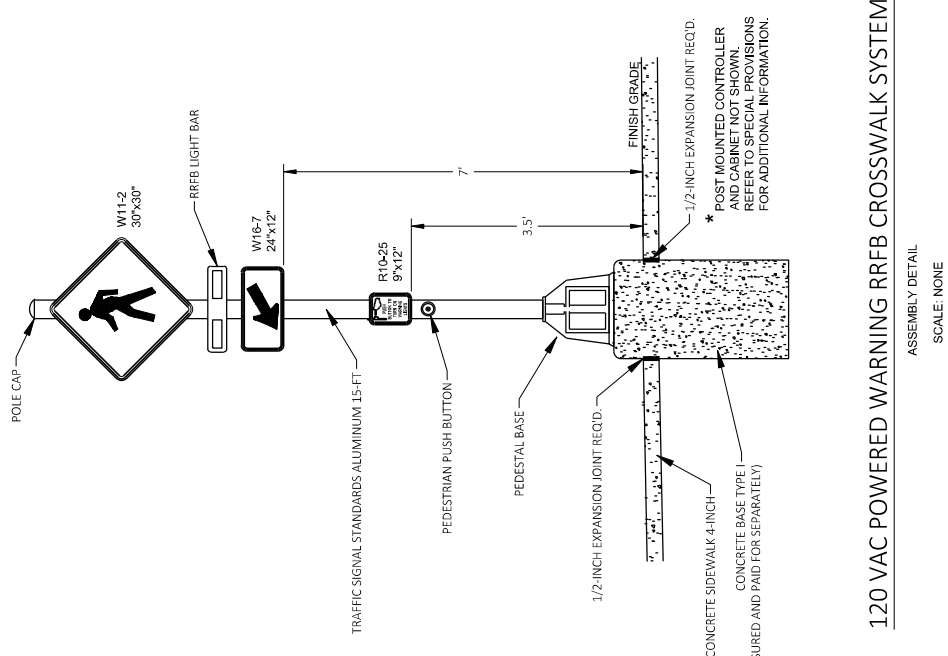
Proposal Development Specialist  
Proposal Management Section

END OF ADDENDUM

Addendum No. 01  
ID 6996-04-72  
Revised Sheet 8  
January 23, 2024



LIGHTING ASSEMBLY



120 VAC POWERED WARNING RRFB CROSSWALK SYSTEM

ASSEMBLY DETAIL  
SCALE: NONE

|  |                              |                         |   |
|--|------------------------------|-------------------------|---|
| PROJECT NO: 6996-04-72   | COUNTY: WAUPACA              | SHEET 8                 | E |
| FILE NAME: W:\PROJECTS\1009182001\10\CADD\CIVIL\3D\PLAN SHEETS\02-DETAILS\WATER-CD.DWG | HWY: N WATER STREET          | CONSTRUCTION DETAILS    |   |
| LAYOUT NAME: 01  | PLOT DATE: 1/19/2024 2:08 PM | PLOT NAME: JOSH FREWERD |   |
|  |                              | PLOT SCALE: 1 IN=10 FT  |   |