HIGHWAY WORK PROPOSAL

Notice of Award Dated

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

COUNTY STATE PROJECT **FEDERAL** PROJECT DESCRIPTION **HIGHWAY**

2722-07-72 WISC 2023227 C New Berlin Moorland Road; W Beloit Waukesha CTH O

Road To W National Ave

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: \$330,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: February 14, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code SAMPLE
Contract Completion Time November 15, 2023	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 6%	This contract is exempt from federal oversight.

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

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

Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

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

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

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

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

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

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

B. Submitting Electronic Bids

B.1 On the Internet

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

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

other files on the diskette or CD ROM.

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

Bidder Name BN00

Proposals: 1, 12, 14, & 22

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

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

B Waiver of Electronic Submittal

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

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 C	orporate Seal)		
(Signature and Title)	•		
(Company Name)			
(Signature and Title)			
(Company Name)	-		
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)	-	(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTA	RY FOR PRINCIPAL	NOTARY FO	OR SURETY
	(Date)	(Da	te)
State of Wisconsin)	State of Wisconsin)
) ss. County))ss. _County)
On the above date, this instrunamed person(s).	ument was acknowledged before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Nota	ary Public, State of Wisconsin)	(Signature, Notary Publ	ic, State of Wisconsin)
(Print or Type Name	Notary Public, State of Wisconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)
(Date	Commission Expires)	(Date Commis	sion Expires)

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

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

Instructions for Certification

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

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

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

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

Special Provisions

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STSP'S Revised June 28, 2022 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2722-07-72, C New Berlin, Moorland Road, W Beloit Road to W National Ave, CTH O, Waukesha County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2023 Edition, as published by the department, and these special provisions.

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

100-005 (20220628)

2. Scope of Work.

The work under this contract shall consist of concrete pavement, HMA pavement, base course, curb and gutter, pavement marking, sidewalk, storm sewer, erosion control, signing, traffic signals and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

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

It shall be the prime contractor's responsibility to have a full time Superintendent on site at all times that work is being conducted on the project. This shall include any and all work by subcontractors.

Sequence of Operations

Pre Stage

 Construct temporary asphalt pavement in median of CTH O at CTH I and CTH ES intersections and spot locations.

Stage 1A

- Prior to the start of Stage 1 install Temporary Traffic Signals using single lane closures according to Standard Detail Drawing Traffic Control, Single Lane Closure, Divided Non-Freeway/Expressway
- Begin construction of northbound CTH O.
- Construct east half of Target driveway, Mayflower Drive, and Howard Avenue intersections.
- Sidewalks: Construct sidewalk on east side of CTH O between CTH I and north Target entrance
 and from Howard Avenue north to end of sidewalk. Close crosswalks on both CTH O approaches
 at the intersection with Target, and on the south and east approaches at the CTH O and CTH ES
 intersection.

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Stage 1B

- Continue construction of northbound CTH O.
- Construct westbound CTH ES, including the northeast quadrant of CTH O and CTH ES intersection.
- Construct east half of the Mark Drive intersection.
- Sidewalks: Construct sidewalk on northeast side of CTH ES. Close crosswalks on both CTH O
 approaches at the intersection with Target, and on the east, north and west approaches at the
 CTH O and CTH ES intersection.

Stage 1C

- Complete construction of northbound CTH O.
- Construct eastbound CTH ES, including the southeast quadrant of CTH O and CTH ES
 intersection.
- Construct east half of Mark Drive intersection
- Sidewalks: Construct sidewalk on south side of west and east CTH ES approaches. Close crosswalks on both CTH O approaches at the intersection with Target, and on the west and south approaches at the CTH O and CTH ES intersection.

Stage 2A

- Begin construction southbound CTH O.
- Complete construction of eastbound CTH ES, including the southwest quadrant of CTH O and CTH ES intersection.
- Construct west half of Target driveway, Heatherly Drive, and Mark Drive intersections.
- Sidewalks: Construct sidewalk on west side of CTH O from Howard Drive to CTH ES. Close crosswalks on both CTH O approaches and the west approach at the intersection with Target, and on the south and east approaches at the CTH O and CTH ES intersection.

Stage 2B

- Continue construction of southbound CTH O.
- Complete construction of westbound National Ave, including the northwest quadrant of CTH O and CTH ES.
- Sidewalks: Construct sidewalk on west side of the CTH O north leg at the intersection with CTH ES. Close crosswalks on both CTH O approaches and the west approach at the intersection with Target, and on the north and west approaches at the CTH O and CTH ES intersection.

Stage 2C

- Complete construction of southbound CTH O.
- Construct west half of Mayflower Drive, Pleasant Drive, and Howard Avenue intersections.
- Sidewalks: Construct sidewalk on west side of CTH O from Howard Avenue to north end of project limits. Close crosswalks on both CTH O approaches and the west approach at the intersection with Target.

Stage 3

- Construct median of CTH O at crossover locations.
- Construct south leg porkchop island at CTH O and CTH ES intersection.
- Install permanent traffic signals.

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Interim Completion of Work

During Stage 1B, 1C, 2A, and 2B construct CTH ES (National Avenue) while restricted to one-way traffic in the eastbound direction for a maximum of 75 consecutive calendar days. Do not reopen to bi-directional traffic until completing the following work: grading, storm sewer, base course, concrete pavement, concrete sidewalk, concrete curb and gutter.

If the contractor fails to complete the work necessary to construct CTH ES (National Avenue) and reopen it to bi-directional traffic within 75 consecutive calendar days, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 75 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Northern Long-eared Bat (Myotis septentrionalis)

Northern long-eared bats (NLEB) have the potential to inhabit the project limits because they roost in trees, bridges and culverts. Tree clearing areas specified in plans are not considered suitable summer habitat for NLEB and no tree clearing restrictions apply to those locations. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

Tree clearing is limited to that which is specified in the plans. If additional trees with a 3-inch or greater diameter at breast height (dbh) need to be removed, no tree clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Additional tree removal beyond the area originally specified will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence or visual emergency survey. Notify the engineer if additional clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary.

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

4. Traffic.

General

Accomplish the construction sequence as detailed in the Traffic Control section of the plans and as described herein.

Submit to the engineer for approval a detailed traffic control plan for any changes to the proposed traffic control shown in the plans. Submit the plan 14 days prior to the Pre-Construction Conference, or if after the Pre-Construction conference 14 days prior to the intended use of the revised traffic control.

In stage 1A, maintain access from Howard Avenue to the New Berlin Animal Hospital at 3840 S Moorland Road. Coordinate driveway closure and Howard Avenue road closure with property owner, while maintaining access at all times.

In stages 1A, 1B, and 1C maintain access from Moorland Road to the Steven Edwards Color Group driveway at 3850 S Moorland Road and the Moorland Auto Repair driveway at 3890 S Moorland Road. Stage the construction of each driveway to maintain access to each entrance during business hours.

In stage 1B, maintain access from National Avenue to the Silver Lake Auto & Tire Center at 15650 W National Avenue. Stage the construction of the driveway and adjacent pavement to maintain access during business hours.

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In stage 1B, maintain access from National Avenue to the New Berlin Barber Shop at 15700 W National Avenue. Stage the construction of the driveway and adjacent pavement to maintain access at all times.

In stage 1B, maintain access to the Starbucks at 15550 W National Avenue. Stage the construction of the driveway on National Avenue and adjacent pavement to allow one-way, entrance only access during business hours. Concurrently, maintain one-way exit only access to the Starbucks driveway along Moorland Road.

In stage 1B, maintain driveway access from National Avenue to the Sendik's New Berlin Plaza at 3550 S Moorland Road. Alternate driveway closures along National Avenue as shown in the traffic control plans to maintain access at all times.

In stage 1B, maintain access to the New Berlin Professional Building driveway at 15350 W National Avenue. Stage the construction of the driveway to maintain access during business hours.

In stage 1C, maintain access from National Avenue to the Moorland Square Shopping Center at 15445 W National Avenue. Alternate the driveway closures along National Avenue east of Moorland Road to maintain access to businesses. Do not close the driveway at Station 211+25 concurrently with the Chase Bank Driveway or W Wall St.

In stages 2A, 2B, and 2C, maintain access to the Playhouse Family Day Care at 3951 S Moorland Road. Coordinate driveway closure with property owner.

In stages 2A, 2B, and 2C, maintain access to Ross Dental at 3911 S Moorland Road. Alternate driveway closures as shown in the traffic control plans to maintain access at all times.

Work Restrictions

Maintain access to all business driveways unless otherwise shown to be closed in the Traffic Control Plans.

All work zone clear zones and drop offs shall be according to standard spec 104.6.1.2.3.

Do not park or store materials within 8 feet of the traveled way or a turn lane open to traffic during non-work hours.

Work Hour Definitions

Peak Hours:

- 7:00 AM to 6:00 PM Monday, Tuesday, Wednesday, and Thursday
- 7:00 AM to 9:00 PM Friday
- 11:00 AM to 8:00 PM Saturday

Off Peak Hours:

- 6:00 PM to 9:00 PM Monday, Tuesday, Wednesday, and Thursday
- 7:00 AM to 11:00 AM Saturday
- 7:00 AM to 9:00 PM Sunday

Overnight Hours:

- 9:00 PM Monday, Tuesday, Wednesday, and Thursday to 7:00 AM the following day
- 9:00 PM Friday to 7:00 AM Saturday
- 8:00 PM Saturday to 7:00 AM Sunday
- 9:00 PM Sunday to 7:00 Monday

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Schedule of Operations

Stage 1A:

Vehicles:

- Maintain one through lane CTH O between Beloit Road and National Avenue in the southbound direction and between the Target Driveway and National Avenue in the northbound direction. All traffic will be located on the existing southbound lanes.
- The east legs of the intersections with the Target Driveway, Mayflower Dr, and Howard Ave will be closed to traffic.
- The intersections with the Target Driveway, Heatherly Dr, and Pleasant Dr will be right-in-right-out only. Northbound and eastbound left turns will be permitted at the intersections with Mayflower Dr and Howard Dr. The traffic control at the Target Driveway will change from signalized to partialstop controlled.
- All movements at the intersection with Mark Dr will remain open.
- National Avenue will be open to bi-directional traffic.

Pedestrians:

- Sidewalk on east side of CTH O from Beloit Road to north Target entrance and from Howard Drive north to end of sidewalk are closed.
- The crosswalks on both CTH O approaches at the intersection with the main Target entrance, and the south leg and east leg crosswalks at the CTH O and National Ave intersection will all be closed.
- Alternate Routes for crosswalk closures at the Target intersection include using the crosswalk on the north leg of the CTH O intersection with Beloit Road and the sidewalk on the west side of CTH O. A pedestrian detour will be signed along Beloit Road and S Forest Point Blvd for pedestrian traffic accessing Target.
- Alternate Routes for closures at the CTH O and National Avenue intersection include the sidewalks on both sides of the National Ave west leg, the west side of CTH O on both the north and south legs, the north side of CTH National Ave on the east leg, and the west leg and north leg crosswalks.

Stage 1B:

Vehicles:

- Maintain one through lane CTH O between Beloit Road and National Avenue in the southbound direction and between the Target Driveway and National Avenue in the northbound direction. All traffic will be located on the existing southbound lanes.
- The east leg of the intersection with Mark Dr will be closed to traffic.
- The intersections with the Target Driveway, Heatherly Dr, and Pleasant Dr will be right-in-right-out only. Northbound and eastbound left turns will be permitted at the intersection with Mark Dr. The traffic control at the Target Driveway will change from signalized to partial-stop controlled.
- All movements at the intersection with Mayflower Dr will remain open.
- National Ave will be one-way eastbound on the existing eastbound lanes. Westbound traffic will
 follow the proposed detour route.
- The Moorland Ave southbound left turn at the National Avenue intersection will be closed short-term to construct the HES concrete in the northeast quadrant.

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Pedestrians:

- The crosswalks on both CTH O approaches at the intersection with the main Target entrance, and the east, north and west approaches at the CTH O and National Ave intersection will all be closed.
- Alternate Routes for crosswalk closures at the Target intersection include using the crosswalk on the north leg of the CTH O intersection with Beloit Road.
- Alternate Routes for closures at the CTH O and National Avenue intersection include the south leg crosswalk and all sidewalks on both sides of all approaches at the intersection, with the exception of the north side of the east National Ave approach.

Stage 1C:

Vehicles:

- Maintain one through lane CTH O between Beloit Road and National Avenue in the southbound direction and between the Target Driveway and National Avenue in the northbound direction. All traffic will be located on the existing southbound lanes.
- The east leg of the intersection with Mark Dr will be closed to traffic.
- The intersections with the Target Driveway, Heatherly Dr, and Pleasant Dr will be right-in-right-out only. Northbound and eastbound left turns will be permitted at the intersection with Mark Dr. The traffic control at the Target Driveway will change from signalized to partial-stop controlled.
- All movements at the intersection with Mayflower Dr will remain open.
- National Ave will be one-way eastbound on the new westbound lanes. Westbound traffic will follow the proposed detour route.
- The National Avenue eastbound right turn at the Moorland Rd intersection will be closed short-term to construct the HES concrete the west leg porkchop island.

Pedestrians:

- The crosswalks on both CTH O approaches at the intersection with the main Target entrance, and the west and south approaches at the CTH O and National Ave intersection will all be closed.
- Alternate Routes for crosswalk closures at the Target intersection include using the crosswalk on the north leg of the CTH O intersection with Beloit Road.
- Alternate Routes for closures at the CTH O and National Avenue intersection include the north and east leg crosswalks and all sidewalks on both sides of all approaches at the intersection, with the exception of the south side of the east and west National Ave approaches.

Stage 2A:

Vehicles:

- Maintain one through lane CTH O between Beloit Road and National Avenue in the southbound direction and between the Target Driveway and National Avenue in the northbound direction. All traffic will be located on the newly constructed northbound lanes.
- The west legs of the intersections with the Target Driveway, Heatherly Dr, and Mark Dr will be closed to traffic.
- The intersection with the Target Driveway will be right-in-right-out only. Southbound and westbound left turns will be permitted at the intersection with Mark Dr. The traffic control at the Target Driveway will change from signalized to partial-stop controlled.
- All movements at the intersections with Mayflower Dr, Pleasant Dr, and Howard Ave will remain open.
- National Ave will be one-way eastbound on the new westbound lanes. Westbound traffic will follow the proposed detour route.
- The National Ave eastbound right turn at the Moorland Rd intersection will be closed short-term to construct the HES concrete for the southwest quadrant.

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Pedestrians:

- Sidewalk on west side of CTH O from Howard Drive to National Ave is closed.
- The crosswalks on both CTH O approaches and the west approach at the intersection with the main Target entrance, and the south leg and east leg crosswalks at the CTH O and National Ave intersection will all be closed.
- Alternate Routes for crosswalk closures at the Target intersection include using a temporary
 crosswalk west of the existing crosswalk on the west approach, and the crosswalk on the north
 leg of the CTH O intersection with Beloit Road.
- Alternate Routes for closures at the CTH O and National Avenue intersection include the west leg
 and north leg crosswalks and the sidewalks on both sides of all approaches at the intersection,
 with the exception of the west side of the CTH O south leg.

Stage 2B:

Vehicles:

- Maintain one through lane CTH O between Beloit Road and National Avenue in the southbound direction and between the Target Driveway and National Avenue in the northbound direction. All traffic will be located on the newly constructed northbound lanes.
- The west legs of the intersections with the Target Driveway, Heatherly Dr, and Mark Dr will be closed to traffic.
- The intersection with the Target Driveway will be right-in-right-out only. Southbound and westbound left turns will be permitted at the intersection with Mark Dr. The traffic control at the Target Driveway will change from signalized to partial-stop controlled.
- All movements at the intersections with Mayflower Dr, Pleasant Dr, and Howard Ave will remain open.
- National Ave will be one-way eastbound on the new eastbound lanes. Westbound traffic will follow the proposed detour route.

Pedestrians:

- Sidewalk on the west side of the north CTH O approach at the intersection with National Ave is closed.
- The crosswalks on both CTH O approaches and the west approach at the intersection with the main Target entrance, and the north and west approach crosswalks at the CTH O and National Ave intersection will all be closed.
- Alternate Routes for crosswalk closures at the Target intersection include using a temporary
 crosswalk west of the existing crosswalk on the west approach, and the crosswalk on the north
 leg of the CTH O intersection with Beloit Road.
- Alternate Routes for closures at the CTH O and National Avenue intersection include the south
 and east approach crosswalks and the sidewalks on both sides of all approaches at the
 intersection, with the exception of the west side of the CTH O north leg.

Stage 2C:

Vehicles:

- Maintain one through lane CTH O between Beloit Road and National Avenue in the southbound direction and between the Target Driveway and National Avenue in the northbound direction. All traffic will be located on the newly constructed northbound lanes.
- The west legs of the intersections with the Target Driveway, Mayflower Dr, Pleasant Dr, and Howard Ave will be closed to traffic.
- The intersection with the Target Driveway will be right-in-right-out only. Southbound and westbound left turns will be permitted at the intersection with Mayflower Dr and Howard Dr. The traffic control at the Target Driveway will change from signalized to partial-stop controlled.
- All movements at the intersections with Heatherly Dr and Mark Dr will remain open.
- National Avenue will be open to bi-directional traffic.

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Pedestrians:

- Sidewalk on the west side of the CTH O from Howard Drive to north end of project limits north of intersection with National Ave is closed.
- The crosswalks on both CTH O approaches and the west approach at the intersection with the main Target entrance, and the north and west approach crosswalks at the CTH O and National Ave intersection will all be closed.
- Alternate Routes for crosswalk closures at the Target intersection include using a temporary
 crosswalk west of the existing crosswalk on the west approach, and the crosswalk on the north
 leg of the CTH O intersection with Beloit Road.
- Alternate Routes for closures at the CTH O and National Avenue intersection include the sidewalk on the east side of CTH O and any of the crosswalks at the intersection.

Stage 3:

Vehicles:

All movements will be open to traffic at all intersections.

Pedestrians:

• Sidewalks and crosswalks parallel to CTH O open at all times.

Emergency Vehicle Access

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

Construction Contact Information

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

Local Vehicle Access

Close driveways for a maximum of 7 calendar days to construct new access approaches. Prior to removal or closing of driveway access, provide 48-hour notice to the occupant and owner of the premises.

Business Access

Contact businesses which have entrances within the project limits seven calendar days prior to performing work which may affect the entrances. Confirm the closure with the property owner two days prior to use. If a business has two driveways, keep one open while constructing the other driveway. If a property has one driveway, construct one half at a time or coordinate closure with the property owner.

Independence Day Parade

The City of New Berlin 2023 Independence Day Parade will be rerouted to avoid the N. Moorland Road and W. National Avenue project limits. Coordination with the City of New Berlin Police Department and City of New Berlin Fire Department will be required. No construction equipment shall be stored at the beginning of the parade route at the intersection of 159th Street and W. National Avenue and continuing to the west during the weekend of the parade.

Wisconsin Lane Closure System Advance Notification

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

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TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

Temporary Regulatory Speed Limit Reduction

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two-lane, two-way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work lasts less than seven days, mount the regulatory speed limit sign on a portable sign support.

Post temporary regulatory speed limit signs in work zone only during continuous worker activity. During periods of no work activity or when the traffic controls are removed from the roadway, cover or remove the temporary speed limit signs.

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying CTH O and CTH ES 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 26, 2023 to 6:00 AM Tuesday, May 30, 2023 for Memorial Day;
- From noon Friday, June 30, 2023 to 6:00 AM Wednesday, July 5, 2023 for Independence Day;
- From noon Friday, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day.

stp-107-005 (20210113)

The City of New Berlin will be holding a parade on July 4, 2023, with staging starting at the driveway of 3855 S Moorland Road at National Ave access point, and heading west on National Ave.

6. Utilities.

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

Some of the utility work is dependent on work being performed by the contractor at a specific site. Provide the utility at least 14 calendar days' notice in advance of when work will be complete, and the site will be available to the utility.

There are underground and overhead utility facilities located within the project limits and there are known utility adjustments required for this construction project. Coordinate construction activities with a call to Digger's Hotline or direct call to the utilities for the underground facilities in the area, as required by statutes. Use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities at all times. It shall be the responsibility of the contractor to verify

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locations and elevations of utilities within the work area and critical locations. Pot holing may be required and shall be incidental to other items of construction.

The locations of utilities shown in the plans are approximate. There may be other utility installations in the project area that are not shown or unknown. The location of new, relocated, or abandoned facilities are not shown.

Known utilities in the project area are as follows:

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AT&T Wisconsin has existing facilities within the project limits. There are underground facilities on both sides of Moorland Road and along the south side of National Avenue.

The following utility work is planned in the project corridor prior to construction:

• AT&T will relocate aerial facilities from Station 26+35 to 29+80, 53' RT for 3 pole spans on new WE Energies power poles in coordination with WE Energies. Work will begin 20-30 working days after poles are placed and approved to proceed.

The following utility work is planned in the project corridor during construction:

- AT&T will expose and adjust approximately 40 feet of 48 Fiber 2' east to avoid storm sewer at Station 21+75, 64' RT.
- AT&T will expose and adjust handhole 1' north to avoid proposed sidewalk at Station 23+15, 74' LT.
- AT&T will expose and adjust handhole 1' east at Station 23+25, 53' RT.
- AT&T will expose and lower 4" PVC conduit package 24" below proposed storm sewer at Station 24+78, 44' LT.
- AT&T will expose and lower approximately 40 feet of 4" PVC conduits 12" at Station 60+00, 43' LT.
- AT&T will expose and lower approximately 40 feet of 4-MCD 12" at Station 60+00, 41' LT.
- AT&T will expose and lower approximately 80 feet of 4" PVC conduit 24" at Station 63+40, 44' LT.
- AT&T will expose and lower approximately 80 feet of 4-MCD 24" at Station 63+40, 40'.
- AT&T will expose, raise and splay out approximately 40 feet of 4" PVC conduit to lay above proposed storm sewer during construction at Station 66+70, 43' LT.
- AT&T will expose, raise and splay out approximately 40 feet of 4 MCD conduit to lay above proposed storm sewer during construction at Station 66+70, 38' LT.
- AT&T will expose existing 4" PVC conduits above proposed storm sewer at Station 75+25, 45' LT.
- AT&T will expose existing 4" PVC conduits above proposed storm sewer at Station 75+25, 43' LT.
- AT&T will expose and lower approximately 6- feet of 6-MCD 24" below proposed storm sewer at Station 85+55, 42' LT.
- AT&T will expose and adjust approximately 20 feet of DB cable and relocate pedestal 2' east between edge of proposed sidewalk and proposed right-of-way at Station 85+60, 59' RT.
- AT&T will expose, lower and splay out approximately 90 feet of 4" PVC conduits 36" under proposed storm sewer at Station 91+05, 43' LT.
- AT&T will expose and lower approximately 60 feet of 6-way PC 24" under proposed storm sewer at Station 203+30, 43' LT.
- AT&T will expose and adjust 300 pair 2' north at Station 212+98, 51' LT to avoid conflict with proposed light pole base.

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- AT&T to raise manhole lid to meet finished grade at Station 24+50, 42' LT.
- AT&T to adjust manhole lid to meet finished grade at Station 33+90, 42' LT.
- AT&T to raise manhole lid to meet finished grade at Station 44+05, 43' LT.
- AT&T to adjust manhole lid to meet finished grade at Station 53+25, 28' LT.
- AT&T to raise manhole lid meet finished grade at Station 53+60, 42' LT.
- AT&T to adjust two manhole lids to meet finished grade at Station 61+55, 43' LT.
- AT&T to raise two manhole lids to meet finished grade at Station 71+10, 43' LT.
- AT&T to adjust two manhole lids to meet finished grade at Station 81+15, 43' LT.
- AT&T to adjust two manhole lids to meet finished grade at Station 88+90, 43' LT.

AT&T anticipates all overhead relocation work prior to construction in coordination with WE Energies to be completed 20-30 working days after poles are released. Utility relocations and adjustments during construction are expected to take 1-5 days per location with 5 days' notice for coordinating hotlines.

City of New Berlin Utilities Sanitary Sewer has existing sanitary sewer facilities within the project limits.

The sanitary sewer is located in the median along Moorland Road for the length of the project.

The following utility work is planned in the project corridor during construction:

 Adjust manholes to match the new finished pavement elevation. Perform this work in accordance with the requirements of Adjusting Sanitary Sewer Manholes.

City of New Berlin's utilities contact is Jim Hart, (262) 786-7086.

City of New Berlin Utilities Water has existing water main facilities within the project limits.

The following utility work is planned in the project corridor prior to construction:

- City of New Berlin will reline water main along Moorland Road between Station 52+50 to 56+00 and Station 75+50 to the end of the project limits.
- City of New Berlin will relocate a hydrant at Station 26+60.4, 52.7' RT to avoid conflict with proposed curb and gutter.
- City of New Berlin will relocate a hydrant at Station 30+08.0, 52.9' RT approximately 2.5' to the east to avoid conflict with proposed curb and gutter.
- City of New Berlin will remove a hydrant at Station 83+54.1, 52.4' RT to avoid conflict with proposed curb and gutter.
- City of New Berlin will relocate a hydrant at Station 87+56.8, 52.1' RT to avoid conflict with proposed curb and gutter.
- City of New Berlin will relocate a valve at Station 91+82.3, 50.4' RT to avoid conflict with proposed curb and gutter.
- City of New Berlin will relocate a hydrant at Station 91+83.5, 57.6' RT to the east to avoid conflict with proposed sidewalk.
- City of New Berlin will relocate a hydrant at Station 95+82.9, 50.6' RT to the east to avoid conflict with proposed pavement.
- City of New Berlin will relocate a hydrant at Station 99+82.4, 51.5' RT to the east to avoid conflict with proposed pavement.

The following utility work is planned in the project corridor during construction:

• Adjust water valves to match the new finished pavement elevation. Perform this work in accordance with the requirements of Adjusting Water Valves.

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All water main work that was planned prior to construction has been completed by City of New Berlin.

Any work on the city infrastructure requires inspection by city personnel. City of New Berlin's utilities contact is Jim Hart, (262) 786-7086.

Crown Castle Fiber has existing facilities within the project limits. There are underground facilities on both sides of Moorland Road and along the south side of National Avenue. All existing facilities are located within AT&T ducts. Any relocation work involving the utilities located within AT&T ducts will take place during construction and will be coordinated and completed by AT&T along with AT&T's scheduled relocation work.

Everstream has existing facilities within the project limits. There are underground facilities on the west side of Moorland Road and National Avenue.

The following utility work is planned in the project corridor during construction:

 Everstream will adjust a manhole cover and frame in the existing roadway at approximately Station 203+40 during pavement replacement. Everstream estimates 2 working days to complete the work during construction.

Midwest Fiber Network has existing facilities within the project limits. There are underground facilities on the east side of Moorland Road.

The following utility work is planned in the project corridor prior to construction:

- Midwest Fiber Network will remove the handhole at Station 98+08, 52' RT and place a new handhole at Station 98+96, 62' RT. The existing line will be relocated from Station 95+00, 60' RT to 99+00, 58' RT.
- Midwest Fiber Network will adjust an existing handhole at Station 90+71, 77' RT approximately 24" to the north and 12" west to avoid the proposed sidewalk. Midwest Fiber Network will extend conduits for the east and southwest cable runs along Moorland Road and install a new duct sweep from Station 90+73, 75' RT to 91+21, 56' RT.
- Midwest Fiber Network has existing facilities from Station 83+50 to 88+38 that will not be in conflict with proposed design but will be located underneath the proposed curb.

The following utility work is planned in the project corridor during construction:

 Midwest Fiber Network has facilities on the northeast corner of Moorland Road and Howard Avenue and will require a watchdog and two man crew on site to adjust the existing line during construction. Notify Midwest Fiber Network 3 days prior to work within the sidewalk at the intersection of Moorland Road and Howard Avenue. Midwest Fiber Network estimates 5 working days to complete the work during construction if the existing line needs adjustment.

Midwest Fiber Network anticipates a start date of September 26, 2022, and 60 working days to complete the work.

Spectrum Communications has existing facilities within the project limits. There are underground facilities on the east and west side of Moorland Road and along the north side of National Avenue.

The following utility work is planned in the project corridor prior to construction:

- Spectrum will relocate aerial facilities on east side of Moorland Road from Station 27+00 to 52+60 following WE Energies relocation of utility poles.
- Spectrum will hydrovac and lower fiber in place to a minimum depth of 42" from Station 53+00 to 55+54 RT.
- Spectrum will replace the existing vault at Station 72+80 RT.
- Spectrum to place new vault at Station 79+34, 61' RT.
- Spectrum will place duct and cable from existing pole to vault at Station 79+34, maintaining a minimum depth of 38".

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- Spectrum will place new vault at 84+64, 58' RT.
- Spectrum will discontinue existing facilities and bore 438' of new duct and cable from vault at Station 79+34 to new vault at Station 84+64, maintaining a minimum depth of 48".
- Spectrum will expose existing duct and relocate to new vault at Station 84+64, maintaining a minimum depth of 42" and ensuring 6.5' from the back of curb.
- Spectrum will discontinue the existing cable crossing at Station at 83+85 and place new cable from bore pit at Station 83+78, 58' RT to bore pit at Station 83+78, 63' LT, while maintaining minimum depth of 42".
- Spectrum will discontinue existing facilities and bore new cable from vault at Station 84+64 to bore pit at Station 85+35, 58' RT, maintaining a minimum depth of 48".
- Spectrum will discontinue existing crossing at Station 86+50 and bore a new cable crossing from bore pit at Station 85+35, 58' RT to associated bank lock box on west side of Moorland Road.
- Spectrum will remove pedestal at Station 85+40 and install new pedestal at Station 86+12, 60' RT.
- Spectrum will place new duct and cable from bore pit at Station 85+35 to new pedestal at 86+12.
- Spectrum will discontinue existing facilities and bore new cable and duct from pedestal at 86+12 to bore pit at 88+60, 64'.
- Spectrum will place new vault at Station 207+73, 67.5' RT along National Avenue. Spectrum will
 relocate fiber storage from existing vault to new vault and remove the existing vault
- Spectrum will place new duct and cable from bore pit at Station 88+60 along Moorland Road to new vault at Station 207+73 along National Avenue.
- Spectrum will hydrovac and relocate cable and duct between Station 207+74 to 207+95.5 as
 close as possible to the back edge of sidewalk to avoid conflict with proposed traffic control box,
 while maintaining a minimum depth of 36".
- Spectrum will remove and relocate existing storage to proposed vault on southeast corner of Moorland Road and National Avenue.
- Spectrum and WE Energies will place 459' cable from the pedestal on the northeast corner of Moorland Road and National Avenue to Station 213+00.

The following utility work is planned in the project corridor during construction:

- The contractor is required to notify Spectrum to be present at the following locations to make any necessary adjustments to their facilities during construction:
 - Station 21+79, 74' during pedestrian and traffic control updates.
 - o Station 55+54, 56' to 56+00, 56' RT during pavement removal.
 - Station 217+25 at the fiber crossing with depth of 39", during pavement removals and excavation.
- The contractor is required to notify Spectrum to stake the following locations within 10 days of request:
 - o Proposed back of sidewalk and new right-of-way at Station 86+00 RT to 86+25 RT.
 - o Proposed back of sidewalk in front of existing pedestal at Station 90+79.7, 68' RT.
 - Proposed back of sidewalk in front of existing pedestal at Station 94+14, 62' RT.

Spectrum anticipates starting joint underground and aerial work within 10 days of We Energies completing their work and estimates a total of 15 working days to complete the work prior to construction. Spectrum anticipates starting their solo work within 10 working days of receiving approved permits and the project is released to the chosen contractor. Spectrum estimates 90 working days to complete the solo work prior to construction. Spectrum estimates 5 days per location for any necessary adjustments to facilities during construction.

Verizon has existing facilities inside the project limits on the west side of Moorland Road, north of National Avenue.

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The following utility work is planned in the project corridor prior to construction:

- Verizon will replace the existing vault on the northwest corner of Moorland Road and National Avenue with a new vault at Station 89+17, 74' LT to avoid the proposed sidewalk. Verizon will bore 2 conduit heading north from this vault along the edge of the right-of-way.
- Verizon's new line will be installed with the following minimum depths to maintain cover below excavation:
- Station 90+00, 70' LT: maintain line at depth of 36 inches.
- Station 91+00, 70' LT: maintain line at depth of 42 inches.
- Station 92+00, 70' LT: maintain line at depth of 42 inches.
- Station 92+59, 68' LT to 93+00, 62' LT: maintain line at depth of 60 inches
- Station 94+00, 61' LT: maintain line at depth of 36 inches.
- Verizon will pothole at Station 91+14, 70' LT and adjust the install depth of their new line to adequate depth as to not conflict with the existing storm sewer.
- Verizon will pothole at Station 91+78, 70' LT and adjust the install depth of their new line to adequate depth as to not conflict with the existing storm sewer.
- Verizon will replace the existing vault on the northwest corner of Moorland Road and Churchview Drive with a new vault at Station 94+42.

Verizon is anticipating a start date of July 15, 2022 and anticipates a total of 14 working days to complete the work.

WE Energies Electric has underground and overhead facilities throughout the entire project area; extending north, west, south, and east of the intersection of Moorland Road and National Avenue.

In most cases, an attempt will be made to replace poles near existing locations. Existing 28kV cable in direct conflict with the proposed road, sewer, and/or traffic control plans on the west and east side of S Moorland Rd, and on the north and south side of W National Ave will be relocated to private property depending on easement acquisition. Existing underground road crossings in conflict with the road plans will be relocated to avoid conflicts.

All poles within grading limits after relocation will need to be worked around by the road contractor.

Guy wires over sidewalks will be a minimum of 9.5' high. Anchor guy depths will be set per road plans prior to road construction, including those within grading limits. We Energies will coordinate electric relocations to avoid conflicts.

The following utility work is planned in the project corridor prior to construction:

- WE Energies has potholed locations from Station 17+14.8, 69.2' LT to 17+11.1, 56.1' RT and cable is to remain under Moorland Road.
- WE Energies will replace cable from Station 18+35.5, 70.2' RT to 19+17.9, 86.5' RT approx. 9' east of existing.
- WE Energies will replace cable from Station 18+70, 140' RT to 19+16.5, 101' RT. Additional cable will be rerouted from transformer 18U5302 to transformer 99U6044 on private property, out of the road construction area.
- WE Energies will relocate existing cable from Station 20+16.7, 91.1' RT to 26+97.8, 66.5' RT on to private property.
- WE Energies will remove the existing pole at Station 26+38.8, 53.2' RT and replace with new pole at Station 26+37.9, 58.3' RT.
- WE Energies will remove an anchor guy at Station 26+31.9, 53.6' RT.
- WE Energies will remove the existing pole at Station 26+47, 53.8' RT.
- WE Energies will replace cable from Station 26+47, 53.8' RT to 25+60, 58.1' RT.

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- WE Energies will remove the pole at Station 26-97.8, 54.9 RT and replace with a new pole at Station 26+97.8, 58.5' RT.
- WE Energies will remove anchor guy at Station 26+76.8, 54.7' RT.
- WE Energies will install new anchor for new pole at Station 26+67.8, 58.5' RT.
- WE Energies will remove existing pole at Station 28+25.7, 54.8' RT and replace with new pole at 28+24.2, 58.5' RT.
- WE Energies will remove anchor guy at Station 28+18.9, 70.9' RT.
- WE Energies will install a new anchor for a new pole At Station 28+18.6, 72.4' RT.
- WE Energies will remove existing pole at Station 29+85.1, 54' RT and replace with new pole at 29+85, 57.8' RT.
- WE Energies will remove anchor guy at Station 29+85.2, 51.2' RT.
- WE Energies will install a new pole at Station 29+84.7, 127.8' RT.
- WE Energies will install a new anchor at Station 29+84.7, 112.8' RT for pole at 29+84.7, 127.8'
 RT.
- WE Energies potholed locations from Station 48+73.2, 53.3' LT to 48+77.5, 1.5' LT to 48+88.3, 51.1' RT and cable is to remain under Moorland Road.
- WE Energies will install a new pole at Station 50+06, 52' RT.
- WE Energies will remove pole at Station 50+36.8, 51.8' RT and replace with new pole at 50+34.5, 52' RT.
- WE Energies will remove anchor guy at Station 50+73.1, 51.6' RT.
- WE Energies will install new anchor guy at Station 50+59.5, 52.1' RT for new pole at 50+34.5, 51.9' RT.
- WE Energies will replace cable from Station 50+36.8, 51.8' RT to 53+28.3, 81.3' LT.
- WE Energies will replace cable from Station 53+23.4, 86.6' LT to 53+64, 70.6' RT.
- WE Energies will replace cable from Station 53+59, 71.8' RT to 52+73.6, 62.1' RT.
- WE Energies will replace cable from Station 53+64, 70.6' RT to 57+94.2, 58.7' RT.
- WE Energies will replace cable from Station 56+50,58' RT to 56+50, 67.2' RT.
- WE Energies will replace cable from Station 65+54.9, 80.3' RT to 69+51, 56.4' RT.
- WE Energies potholed locations from Station 70+21, 53.2' LT to 70+27.4, 51.2' RT and cable is to remain under Moorland Road.
- WE Energies will remove pole at 72+92, 75' RT and replace with new pole at 74+68, 73.8' RT.
- WE Energies will remove pole at 75+52.4, 69.6' LT and replace with new pole at 75+51.8, 71.5' LT.
- WE Energies will install new pole at 75+64.4, 73.6' LT.
- WE Energies will remove pole at 76+22.4, 73.5' RT and replace with new pole at 76+24, 73.4' RT.
- WE Energies will remove pole at 77+63.3, 74.7' RT and replace with new pole at 77+65, 74.8'
- WE Energies will remove pole at 79+28.8, 74.4' RT and replace with new pole at 79+27, 74.4' RT.
- WE Energies will remove anchor guy at 79+30.8, 91' and replace with new anchor at 79+27, 93.7' RT.
- WE Energies will anchor guy at 79+47.4, 75.8' RT and replace with new anchor at 79+49, 74.7' RT.

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- WE Energies will remove existing pole at Station 79+34.2, 54.2' LT and replace with new pole at Station 79+34.2, 58' LT
- WE Energies will replace cable from 75+80.2, 223' LT to 94+37.5, 56.4' LT.
- WE Energies plans to discontinue cable from Station 82+41.6, 280.6' RT to 82+58.8, 73.2' RT, dependent on City of New Berlin approval.
- WE Energies plans to permanently remove street light pole at Station 82+58.8, 73.2' RT, dependent on City of New Berlin approval.
- WE Energies will replace cable from Station 82+54.1, 274.5' RT to 200+50.1, 48.1' RT.
- WE Energies will replace cable from Station 202+94, 60.2' RT to 203+02.7, 64' RT.
- WE Energies will replace cable from Station 203+46.1, 61' LT RT to 203+04.3, 68' RT
- WE Energies will replace cable from Station 206+62.5, 61.6' LT to 213+78, 63.4' LT along National Avenue.
- WE Energies will remove the transformer at Station 209+35, 65.4' LT to adjust for temporary traffic control cabinet.
- WE Energies will discontinue cable in place from Station 209+35, 65.4' LT to 210+7.9, 56.2' LT.
- WE Energies will discontinue cable in place from Station 209+35, 65.4' LT to 210+6.6, 54.4' LT.
- WE Energies will replace cable from Station 210+35.6, 143.2' RT to 212+82.2, 61' LT.
- WE Energies will install new cable from Station 209+35, 65.4' LT to 210+35.6, 71' LT to maintain service for traffic control cabinet.
- WE Energies will install new cable from Station 207+95.8, 82' RT to 210+35.6, 71.5' RT for new traffic control cabinet.
- WE Energies will install new transformer at Station 207+95.8, 82' RT for new traffic control
 cabinet.
- WE Energies potholed locations from Station 213+97.7, 67.7' RT to 214+73, 69' RT and cable is to remain in place.
- WE Energies potholed locations from Station 218+92.1, 80' RT to 219+70, 81.7' RT and cable is to remain to remain in place.

WE Energies Electric is estimating a start date of January 10, 2023 and will require 5 working days for the removal of poles and 90 working days to complete the installation work.

Any facilities not explicitly identified as being relocated or removed have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone.

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

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

WE Energies Gas has underground facilities within the project limits.

The following utility work has been completed in the project corridor prior to construction:

- WE Energies will relocate existing 4" PE gas main at Station 52+25 to 53+50 to 65.5' LT to avoid proposed storm sewer.
- WE Energies will relocate existing 4" PE gas main at Station 55+20 to 56+28 to 88.0' LT to avoid proposed traffic signals.
- WE Energies will relocate existing 4" PE gas main at Station 66+52 to 66+81 to 57' LT to avoid proposed storm sewer.

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- WE Energies will relocate existing 4" PE gas main at Station 75+15 to 76+32 to 56' LT to avoid proposed storm sewer.
- WE Energies will relocate existing 4" PE gas main at Station 79+25 to 79+58 to 56' LT to avoid proposed storm sewer.
- WE Energies will relocate existing 4" PE gas main at Station 83+33 to 83+77 to 57' LT to avoid proposed storm sewer.
- WE Energies will relocate existing 4" PE gas main at Station 85+49 to 85+66 to 55' LT to avoid proposed storm sewer.
- WE Energies will replace existing 6" ST at Station 89+00 to 89+50 with 4" PE at 70' LT.
- WE Energies will replace existing 4" ST at Station 89+74 to 92+50 with 4" PE at 67.5' LT.
- WE Energies will replace existing 4" ST at Station 93+00 to 94+31 with 4" PE at 63' LT.
- WE Energies will replace existing 4" ST at Station 94+41 to 94+74 with 4" PE at 53' LT.
- WE Energies will install proposed 4" PE gas main crossing on Moorland Rd at Station 90+73.
- WE Energies will replace existing 6" ST on National Avenue at Station 202+85 to 205+38 with 4" PE at 57' LT.
- WE Energies will replace existing 6" ST on National Avenue at Station 205+56 to 206+94 with 4" PE at 59' LT.
- WE Energies will replace existing 6" ST on National Avenue at Station 209+ 20 to 210+23 with 4" PE at 68' LT.
- WE Energies will replace existing 6" ST on National Avenue at Station 210+34 to 213+46 with 4" PE at 55' LT.
- WE Energies will replace existing 6" ST on National Avenue at Station 213+61 to 220+40 with 4" PE at 70' LT.
- WE Energies will tie new 4" PE gas main into existing 4" PE gas main on National Avenue at Station 220+71, 55' LT.
- WE Energies will install proposed 4" PE gas main crossing National Avenue at Station 205+76.

Any facilities not explicitly identified as being relocated or removed have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone.

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

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

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

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

stp-105-001 (20140630)

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8. Information to Bidders, WPDES General Construction Storm Water Discharge Permit.

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Greg Hafeman at (262) 548-8677. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

9. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment outside of the following hours, unless prior written approval is obtained from the engineer:

Day	Hours
Monday through Friday	7:00 AM to 7:00 PM
Saturday	8:00 AM to 5:00 PM
Sunday	No work

stp-107-001 (20060512)

10. Erosion Control.

Supplement standard spec 107.20 with the following:

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

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Craig Webster, (262) 574-2141, craig.webster@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required. Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as the engineer directs, immediately after the grading is completed within those areas. Sod, fertilize, and mulch/erosion mat top-soiled areas, as the engineer directs, within 5 days after placement of topsoil.

If any disturbed/graded/soil stockpile areas (including adjusted/replacement storm sewer/sidewalk/curbs/driveway area/approaches) will not be permanently restored within 14 days, they shall receive temporary seed and mulch within 5-days of the initial disturbance and within 48-hours if within 500' of the unnamed tributary stream at approximately Station 26+00. Topsoil sodding shall be completed prior to switching stages.

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

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

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

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

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

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

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

Maintaining Drainage

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

Roadway Sweeping

Sweep the roadway daily and when directed by the engineer to keep roadways free of dust and debris generated by activity under the contract. All sweeping shall be done with a vacuum-type street sweeper equipped with a power broom, operational water spray system, and a vacuum collection system. The vacuum equipment shall contain a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere. A skid steer with mechanical power broom may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper. When a skid steer is used do not dry sweep. Ensure all broomed equipment has a functioning water bar.

The sweeping of roadways shall be incidental to construction and no separate payment will be made for roadway sweeping.

11. Notice to Contractor – Contamination Beyond Construction Limits.

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

- 1. Station 90+77 to Station 92+73, RT (CTH O)
- 2. Station 92+73 to Station 94+23, RT (CTH O)
- 3. Station 209+12 to Station 212+11, LT (CTH ES)
- 4. Station 212+11 to Station 213+33, LT (CTH ES)

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

The Hazardous Materials Report is available by contacting: Ed Hinrichs, Waukesha County Project Manager, (262) 548-7740.

stp-107-100 (20050901)

12. Notice to Contractor – Saw Cut Slurry.

Saw cut slurry that may be generated as part of this contract, for saw cuts as shown in the plans or any other saw cuts needed for contractor operations, shall be collected and actively managed. Prevent deposition of saw cut slurry into wetlands, drainage courses, and onto private property. Saw cut slurry must be removed from the existing concrete pavement, shoulder, or curb and gutter immediately after completing the saw cut and prior to moving onto the next saw cut.

13. Notice to Contractor – Concrete Washout Containment.

All concrete trucks shall wash out into a containment system located sufficiently away from the work area to prevent runoff into wetlands and drainage courses associated with Unnamed Creak near Station 28+00. The contractor shall provide a construction detail and location of the containment system with the ECIP and reviewed by the engineer prior to use.

14. Notice to Contractor – Traffic Signal Lead Time.

Lead time for traffic signal equipment specified for this project has been ranging from 16-weeks to 36-weeks. To assure the equipment is procured in a timely fashion the contractor shall submit shop drawings within 4 calendar days of contract notice to proceed. The contractor shall order the signal equipment within 5 calendar days of approved shop drawings.

15. Available Documents.

The following documents are available for review:

- Geotechnical Investigation Report
- Pavement Type Selection Report
- Environmental Document

Please contact Ed Hinrichs, Waukesha County Project Manager, (262) 548-7740 to obtain a copy of these documents.

16. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

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17. Removing Traffic Signals, Moorland Rd (CTH O) and Beloit Rd (CTH I), Item 204.9060.S.001:

Removing Traffic Signals, Moorland Rd (CTH O) and Target Driveway, Item 204.9060.S.002;

Removing Traffic Signals, Moorland Rd (CTH O) and Mayflower Drive, Item 204.9060.S.003;

Removing Traffic Signals, Moorland Rd (CTH O) and Howard Avenue, Item 204.9060.S.004;

Removing Traffic Signals, Moorland Rd (CTH O) and National Avenue (CTH ES), Item 204.9060.S.005.

A Description

This special provision describes the removing, salvaging, and reinstallation of above and underground existing traffic signal equipment at the according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Arrange for the removal of the traffic signal equipment after receiving approval from the engineer that the existing equipment can be removed.

Moorland Rd (CTH O) and Beloit Rd (CTH I)

Existing traffic signal shall remain in operation during construction. Signal work at intersection must be phased to not remove more than one head at a time for any given movement.

Existing signal and lighting poles, signal standards, signal faces, shall be salvaged for reinstallation as indicated in the plans.

As indicated in the plans remove and properly dispose of pull box lids and rims, corrugated pull box bodies, concrete bases, loop detector wire (including loop detector lead in cable). Conduit shall be removed or abandoned in place. Conduit may be abandoned in place only if it does not interfere with new construction or present a risk of damage to newly constructed items.

Existing EVP System and Non-Intrusive Detection Systems shall not be impacted by construction.

Moorland Rd (CTH O) and Target Driveway, Moorland Rd (CTH O) and Mayflower Drive, Moorland Rd (CTH O) and Howard Avenue, Moorland Rd (CTH O) and National Avenue (CTH ES)

The signal and lighting poles, signal standards, trombone arms, signal faces, existing cabinets and contents, video detection systems, and Bulldog Pedestrian push buttons shall be removed and returned to the Waukesha County public works storage facility located at 1801 Woodburn Rd, Waukesha, WI 53188. Contact George Leinen in the county's Electrical Unit at (262) 424-9129 at least three working days prior to delivery to make arrangements.

Pull box lids and rims, corrugated pull box bodies, concrete bases, loop detector wire, and all conductors and wires (including loop detector lead in cable) shall be removed and properly disposed of. Conduit shall be removed or abandoned in place. Conduit may be abandoned in place only if it does not interfere with new construction or present a risk of damage to newly constructed items.

Existing EVP System Systems shall be salvaged and reinstalled as designated in separate pay items.

D Measurement

The department will measure Remove Traffic Signals (Intersection) as each intersection, acceptably completed.

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E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.001	Remove Traffic Signals, Moorland Rd (CTH O) and Beloit Rd (CTH I)	EACH
204.9060.S.002	Remove Traffic Signals, Moorland Rd (CTH O) and Target Driveway	EACH
204.9060.S.003	Remove Traffic Signals, Moorland Rd (CTH O) and Mayflower Drive	EACH
204.9060.S.004	Remove Traffic Signals, Moorland Rd (CTH O) and Howard Avenue	EACH
204.9060.S.005	Remove Traffic Signals, Moorland Rd (CTH O) and National Avenue (CTH ES)	EACH

Payment is full compensation for removing and disassembling traffic signals, scrapping of some materials, storing salvaged items on site, disposing of scrap material, reinstalling some materials, and for delivering the indicated materials to Waukesha County.

The department will pay separately for removal of HPS and LED luminaires.

18. Excavation Below Subgrade.

Organic and other unsuitable soils have been identified within the project limits and excavation below subgrade is anticipated.

Excavation below subgrade found necessary and required after the completion of the rough grading operations shall be according to the pertinent requirements of standard spec 205.3.4.

The actual limits to be excavated shall be determined in the field by the engineer based upon the observed presence of unsuitable soils or on the basis of the results of proof rolling the earth subgrade. The depth of excavation may be adjusted depending on the conditions found in the field and the proof rolling results.

Replace standard spec 205.3.13 (3) as follows:

The engineer will evaluate cuts and shallow fills to determine if corrective work or EBS is required. Provide loaded tri-axle trucks with a minimum gross weight of 30 tons and run the grade across the entire roadway throughout the project to confirm yielding areas. Make multiple passes throughout the length of the test area. Do not proof roll while the subgrade is wet or while the subgrade is saturated enough that the strength of the soil is less than under normal conditions. Perform EBS in yielding areas and backfill as the engineer directs.

Replace standard spec 205.5.2.3.2(2) as follows:

Excavation Below Subgrade performed either before or after rough grading operations are complete will be paid for at the Contract unit price for Excavation Common.

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

A Description

A.1 General

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

Emerald Park Landfill W124 S10629 S 124th St. Muskego, WI 53150 (414) 529-1360

Waste Management Orchard Ridge Landfill W124 N9355 Boundary Road Menomonee Falls, WI 53051 (262) 253-8620

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

A.2 Notice to the Contractor - Contaminated Soil Locations

The department has reviewed historic soil and groundwater studies for locations within this project. Reports of record indicate that petroleum-contaminated soil is likely present at the following locations:

- 1. Structure SB10 and SB11, Station 90+35.8 and 90+34.6, 5 to 17 feet bgs. The estimated volume of contaminated soil to be excavated at this location is 5 CY (approximately 8.5 tons using a conversion factor of 1.7 tons per cubic yard)
- 2. Structure 270A and 41 LF of pipe excavation, Station 90+98, 5 to 7 feet bgs. The estimated volume of contaminated soil to be excavated at this location is 10 CY (approximately 17 tons using a conversion factor of 1.7 tons per cubic yard)
- 3. Structure 390C and 12 LF of pipe excavation, Station 209+81, Structure 380C, Station 212+32 and light fixture 002-33-(2,4)-(8), Station 212+94.5. The estimated volume of contaminated soil to be excavated at these locations is 9 CY (approximately 15 tons using a conversion factor of 1.7 tons per cubic yard)

The above qualities of contaminated soils are estimated from historical reports completed by adjacent property owners. Landfill approval has not yet been obtained for disposal of the contaminated soil. The contractor will need to stockpile soil from these areas, and it must be placed on plastic and covered with plastic (protected from precipitation) while waiting for landfill approval. After soil is stockpiled the WisDOT environmental consultant will arrange for analytical testing and can assist the contractor with landfill permitting and acceptance.

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

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

Name: Steve Todd

Address: 515 W Moreland Blvd, AC 260, Waukesha, WI 53188

Phone: (262) 896-8300 Fax: (262) 896-8298

E-mail: stodd@waukeshacounty.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

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

Contact: Bryan Bergmann

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

Fax: (262) 879-1220

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

The role of the environmental consultant will be limited to:

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

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

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

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

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

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

D Measurement

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

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

205.0501.S

Excavation, Hauling, and Disposal of Petroleum Contaminated Soil

TON

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

stp-205-003 (20150630)

20. Base Aggregate Dense 11/4-Inch.

Replace standard spec 305.1(1) with the following:

 This section describes constructing a dense graded base using crushed stone, crushed gravel, or crushed concrete.

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Replace standard spec 305.2.2.1(2) with the following:

- 1. Use 11/4-inch base throughout the full base depth.
- 2. Use ¾-inch base in the top 3 inches of the unpaved portion of shoulders. Use 1¼-inch base elsewhere in shoulders unless approved by engineer.

21. Coloring Concrete Custom, Item 405.0200.

This special provision describes coloring concrete Brick Red with Medium Gray Release 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 Brick Red with Medium Gray Release: the color mix shall be Brickform Powdered or Liquid Colors, pre-packaged, Iron Oxide (integral) color as manufactured by Brickfrom, Rancho Cucamonga, CA, 1 (800) 483-9628 or equivalent.

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 in the medians of Michelle Whitmer Memorial Drive.

stp-405-020 (20190618)

22. Stamping Colored Concrete, Item 405.1000.

This special provision describes stamping and coloring concrete Brick Red with Medium Gray Release 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 Brick Red with Medium Gray Release: the color mix shall be Brickform Powdered or Liquid Colors, pre-packaged, Iron Oxide (integral) color as manufactured by Brickfrom, Rancho Cucamonga, CA, 1 (800) 483-9628 or equivalent.

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 in the medians of Michelle Whitmer Memorial Drive.

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

- (1) Furnish Brick Red with Medium Gray Release full-depth colored concrete conforming to standard spec 405.2.1
- (2) Integrally colored concrete shall be floated and then imprinted with the specified Brickform texture mats and tools. The pattern with corresponding texture mat numbers, Herringbone (450), FM 5000 used brick, shall be used in the medians and seating areas. Herringbone (450), FM 5000 New Brick, shall be used in the crosswalks with sanded joints. Borders shall be soldier course borders with corner details and pattern, FM 5300 Used Brick Border and FM 5400 Used brick Corner.
- (3) Seal colored concrete using a water based, non yellowing, scuff resistant sealer with a satin finish. After the initial curing period, a clear, non-staining yellowing curing compound that conforms to ASTM C309 may be used. Crosswalks shall have a non-skid surface.

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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) Begin imprinting operations according to manufacturer's instructions, including application of Liquid or Antique Release. Apply pattern according to tool manufacturer's instructions. Touch up pattern and finish edges with hand tools as necessary. Do not begin imprinting without applying/using release. Be sure texture mats are free of dried concrete and other material before use. Clean texture mats with soap and water or pressure wash before using additional colors. Lay patterns to assure straight lines. Do not seat any tools or texture mat until it is lined up and tight with adjacent tool.
- (3) Do not apply sealer if efflorescence or deleterious materials are present. Do not apply sealer until concrete has been allowed to cure a minimum of 28 days. Apply sealer according to manufacturer's instructions.

stp-405-100 (20190618)

23. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

The department will measure Cover Plates Temporary as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

611.8120.S

Cover Plates Temporary

EACH

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

The steel plates shall become the property of the contractor when no longer needed in the contract work. stp-611-006 (20151210)

24. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.001.

A Description

This special provision describes furnishing and placing polystyrene insulation board as the plans show.

B Materials

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230 as modified in this special provision.

Delete flammability requirement.

B.1 Certification

Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the engineer.

C (Vacant)

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D Measurement

The department will measure Insulation Board Polystyrene, 2-Inch by area in square yards of work, completed and accepted.

E Payment

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

612.0902.S.001 Insulation Board Polystyrene, 2-Inch SY

Payment is full compensation for all excavation; and for furnishing and placing the insulation board.

stp-612-005 (20030820)

25. Removing Signs.

Replace standard spec 638.3.4(2) with the following:

Aluminum Type II signs along CTH O are the property of the Waukesha County Department of Public Works. The contractor shall return these signs to the Waukesha County Department of Public Works facility located at 1641 Woodburn Road, Waukesha, WI 53188. Signs shall be palletized for handling with a forklift. Contact Steve Schultz at the Highway shop at (262) 424-9129 at least 3 business days in advance to coordinate the shipment. No deliveries shall occur on Friday. Contractor shall provide a receipt for verification of deliverables.

Street name signs along sideroads and on traffic signals are the property of the City of New Berlin Streets Department. The contractor shall return these signs to the City of New Berlin Street Department facility located at 16550 W. National Avenue, New Berlin, WI 53151. Signs shall be palletized for handling with a forklift. Contact Steve Brooks at the City of New Berlin Streets Department at (262) 780-4609 at least 3 business days in advance to coordinate the shipment.

The existing City of New Berlin sign in the median at approximately Station 34+10 is to be removed by the City of New Berlin prior to construction. If the sign has not been removed prior to construction, contact Steve Brooks at the City of New Berlin Streets Department at (262) 780-4609 at least 14 days in advance of the required removal.

Supplement standard spec 638.5(2) with the following:

Payment for removing signs is full compensation for carefully removing the roadway signs, handling, palletizing and delivery of Waukesha County and City of New Berlin signs and restoring the site.

26. Removing Small Sign Supports.

Replace standard spec 638.3.5(2) with the following:

Remove wood, flanged and channel steel, structural steel, or other sign supports not assigned structure ID numbers. Supports are the property of the Waukesha County of Public Works. The contractor shall salvage, stockpile, and deliver these supports to the Waukesha County Department of Public Works facility located at 1641 Woodburn Road, Waukesha, WI 53188. Remove unused concrete footings as specified in 638.3.8. Contact Steve Schultz at the Highway shop at (262) 424-9129 at least 3 business days in advance to coordinate the shipment. No deliveries shall occur on Friday. Contractor shall provide a receipt for verification of deliverables.

Sign supports for street name signs along sideroads are the property of the City of New Berlin Streets Department. The contractor shall return these signs to the City of New Berlin Street Department facility located at 16550 W. National Avenue, New Berlin, WI 53151. Contact Steve Brooks at the City of New Berlin Streets Department at (262) 780-4609 at least 3 business days in advance to coordinate the shipment.

Supplement standard spec 638.5(2) with the following:

Payment for removing small sign supports is full compensation for removing the roadway sign supports, handling and delivery of Waukesha County and City of New Berlin sign supports, and restoring the site.

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27. Traffic Control.

Supplement standard spec 643.3.1 with the following:

Provide the Waukesha County Sheriff's Department, the Wisconsin State Patrol, and City of New Berlin Police Department and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

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

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

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

Ensure that Flagging operations conform to standard spec 104.6.1.(4) and chapter 6E of the WMUTCD.

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

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

SER-643-001 (20170808)

28. Traffic Signals General.

Work under this item shall consist of furnishing and installing all materials for traffic signals at the following intersections in Waukesha County, WI, according to the plans and the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2023 Edition, and these special provisions.

Note that failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the contractor's expense. Also, any additional disruption of department-owned facilities shall be repaired or relocated as needed at the contractor's expense.

The contractor will furnish all materials, which include but are not limited to, the traffic signal cabinet and controller, and traffic signal control equipment as listed in the plans (such as, pedestal bases, transformer bases, traffic signal standards, poles, monotube poles and arms, traffic signal faces, backplates, pedestrian signal faces, pedestrian push buttons, traffic signal mounting hardware, video detection system, emergency vehicle preemption system, concrete foundations, etc.). Certain materials may be removed and reinstalled; if such items are included in this project, these items are identified as "SALVAGED" in the Miscellaneous Quantities tables in the plans.

Furnish the engineer with material lists and specifications of all traffic control equipment for approval prior to installation.

The contractor is responsible for requesting the electrical service installation or relocation from the power company and the county shall pay the installation costs. The contractor shall coordinate with the county to verify a county contact person and address to be listed in the electrical service application.

The contractor shall stake the proposed locations of traffic signal items 10 days prior to starting work so that the locations of the proposed facilities can be approved by the county. Any field changes regarding the location of the signal poles, pull boxes, etc. shall be approved either by the county or by the county's on-site construction management representative.

The contractor shall request an inspection of the underground wiring upon completion of its installation and a full inspection of the completed signal installation prior to, or at the time of, signal start up testing. This request shall be made to the county at least three working days prior to the time of the requested inspection.

All electrical wiring as part of standard spec 655 and otherwise denoted in the special provisions of the contract shall be housed internally inside poles, standards, arms, mounting brackets, and signal heads, as directed by the engineer in the field. No external wiring shall be permitted unless otherwise directed by the engineer.

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29. Electrical Conduit.

Append standard spec 652.3.1.2 with the following:

Restoration of disturbed non-pavement areas shall be completed within five days after the engineer's acceptance of backfilling.

All disturbed non-pavement areas shall have four inches of topsoil placed, and the area shall be hydroseeded and/or restored per the plans and typical section as required, conforming to the requirements of standard spec 625, 628, 629, and 630.

The contractor shall directional bore, not trench, in areas of trees, shrubbery, and under driveways, sidewalks and streets unless otherwise noted. The root zone limits shall be determined by the Waukesha County Engineer and/or Forester. Trenching or excavation for pull boxes, signal bases and controller cabinets within the root zone of a tree shall not be permitted. The minimum depth of bored conduit within the root zone shall be 30 inches.

The contractor shall strip the minimum length of jacket necessary to make terminations in a neat and technically proficient manner.

Replace standard spec 652.5(2) with the following:

(2) Payment for Conduit Rigid Metallic, Conduit Rigid Nonmetallic, Conduit Reinforced Thermosetting Resin, and Conduit Special bid items is full compensation for providing the conduit, conduit bodies, and fittings; for providing all conduit hangers, clips, attachments, and fittings used to support conduit on structures; for pull wires or ropes; for expansion fittings and caps; for making necessary connections into an existing pull box, manhole, junction box or communication vault; for excavating, bedding, and backfilling, including any sand, concrete, or other required materials; for disposing of surplus materials; and for making inspections.

30. Electrical Service Meter Breaker Pedestal for Intersections Moorland Rd (CTH O) and Target Driveway, Item 656.0201.001;

Moorland Rd (CTH O) and Mayflower Drive, Item 656.0201.002;

Moorland Rd (CTH O) and Howard Avenue, Item 656.0201.003;

Moorland Rd (CTH O) and National Ave (CTH ES), Item 656.0201.004.

Append standard spec 656.3.4 with the following:

The contractor will be responsible for electrical service installation or relocation requests. The county will be responsible for any charges from We Energies. Electrical utility company service installation or relocation and energy cost will be billed to and paid for by the maintaining authority.

Install the cabinet base and meter breaker pedestal first, so the electrical utility company can install the service lateral. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electric utility company.

Add the following to standard spec 656.5(3):

Payment for grading the service trench, replacing topsoil, fertilizer, seed, and mulch will be incidental to this work unless the bid items are in the contract and then they will be paid for at the contract price.

31. Signal Housings.

Replace standard spec 658.2(4) with the following:

For pedestrian signal faces: furnish polycarbonate resin housings, doors, and visors. Use yellow, Federal Standard 595 – FS13538, housings and dull black door faces and visors. For 16-inch heads, mount a z-crate visor and gasket to the door with stainless steel tabs. Drill the housing for top and bottom pipe mounting with the ability to rotate 270 degrees on the poly mounting brackets.

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32. Pedestrian Push Buttons.

Replace standard spec 658.2(5) with the following:

For pedestrian push buttons: furnish freeze-proof ADA compliant pedestrian push buttons made by a department-approved manufacturer. The contractor shall place a Size 1, Type H reflective (R10-3EL, R, D) sign sticker (per state sign plate), message series – B, directly above each push button. Include a directional arrow or arrows on the sign as the plans show.

33. Signal Mounting Hardware.

Append standard spec 658.2. with the following:

All Light Emitting Diode (LED) traffic signal modules shall meet the Final Approved Version of the LED Circular Signal Supplement Purchase Specification produced by ITE. The manufacturer shall provide the minimum warranty as stated in the ITE Specifications. If the LED fails to function as intended due to workmanship or material defects the LED shall be replaced or repaired within the first 60 months from delivery. In addition, if the LED signal modules exhibit luminous intensities less than the minimum values specified within the first 36 months the LED shall be replaced or repaired.

All signal head assemblies shall be equipped with LED, cutaway visors, and backplates. The visor and backplate shall be a dull black.

Vehicular signal indications shall be 12-inch LED modules as indicated on material list. All faces shall give an appearance of an incandescent lamp.

Add the following to standard spec 658.2(7):

Use an approved type of pole or standard vertical mounting brackets/clamps for signal faces from an approved manufacturer. Pedestrian traffic signal heads mounted in the median shall use federal yellow aluminum side of pole 2-way upper and lower arm assemblies providing 16 $\frac{1}{2}$ -inch center to center spacing.

34. Traffic Signal Faces & Pedestrian Signal Face 16-Inch.

Add the following to standard spec 658.3:

(5) Connect all ungrounded conductors with wire nuts in the appropriate sections of the signal heads. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. All wire nuts must be installed facing up to prevent the entrance of water.

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

A Description

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

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

B Materials

B.1 Disposal by Contractor

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

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

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C Construction

C.1 Removal

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

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

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

C.2 Packaging of Hazardous Materials

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

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

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

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

D Measurement

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

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

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

Payment for Lamp, Ballast, LED, Switch Disposal by Contractor is full compensation for detachment, handling, packaging, labeling and scheduling disposal with the hazardous waste vendor; and scrapping and disposal of all other materials.

stp-659-500 (20220628)

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36. Temporary Traffic Signals for Intersections Moorland Road (CTH O) & Beloit Rd (CTH I), Item 661.0201.001.

Replace standard spec 661.2.1(1) with the following:

The contractor shall maintain the existing control cabinet and control equipment. The county will provide the signal controller with the initial traffic signal timing, and the contractor will be responsible for all subsequent signal timing changes.

Replace standard spec 661.2.1(3) with the following:

(3) Use existing underground electric service and meter breaker pedestal for the operation of the Temporary Traffic Signal.

Add the following to standard spec 661.2.1:

- (6) Control equipment or controller equipment is defined as anything inside the control cabinet excluding the department furnished signal controller, cellular modem, and ethernet switch.
- (7) Furnish pedestrian signal faces as shown in the plans, according to standard spec 658.2.3.

Add the following to standard spec 661.3.1:

(4) Install temporary signal faces on the existing monotube arms or monotube poles as the plans show.

Replace standard spec 661.3.1(2) with the following:

(2) Request a signal inspection of the completed temporary traffic signal installation to the engineer at least five working days prior to the time of the requested inspection.

Add the following to standard spec 661.3.1:

⁽⁴⁾ The electrical contractor is responsible for maintaining the temporary signal heads mounted on the monotube arm.

Replace standard spec 661.5(2) with the following:

Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, operating, maintaining, and repairing the complete temporary installation, and for removal.

Payment also includes the following:

- 1. Furnishing and installing the replacement equipment.
- 2. Traffic signal controller programming and timings (including timing changes).
- 3. Maintaining the existing vehicle detection equipment (including updating zones).

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for checking and/or adjusting the temporary detection zones on an every other week basis; for maintaining and changing the temporary detection zones to match the plans, traffic control, and construction staging; for relocating the temporary detection sensors due to construction activities, if required; for periodically cleaning all temporary vehicle detector equipment; for cleaning up and properly disposing of waste.

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37. Temporary Traffic Signals for Intersections Moorland Rd (CTH O) and Mayflower Drive, Item 661.0201.002;

Temporary Traffic Signals for Intersections Moorland Rd (CTH O) and Howard Avenue, Item 661.0201.003;

Temporary Traffic Signals for Intersections Moorland Rd (CTH O) and National Avenue (CTH ES), Item 661.0201.004.

Replace standard spec 661.2.1 with the following:

(1) Furnish control cabinet, controller, and control equipment. Provide a cabinet with a Corbin #2 door lock and an access door that allows placing the controller in emergency flash. Provide keys to the access door to the engineer and law enforcement agencies as required. Also provide a manual control accessible by the police. Supply a controller capable of executing the timing program supplied in this contract for this temporary traffic signal. Test traffic signal control cabinets before installation. Provide primary and secondary temporary traffic signal contact names and phone numbers who will be responsible for implementing temporary traffic signal timing changes. The county may request traffic signal timing changes to an approved timing plan during the project. Implement any approved timing plan change within 24 hours upon notification of the change. Record the times of operation of the timing change and provide this information to the county.

Add the following to standard spec 661.2.1:

⁽⁶⁾ Within the temporary traffic control cabinet, provide an emergency vehicle preemption (EVP) card rack compatible with EVP detector cards from the existing traffic signal cabinet. The existing EVP system shall be reinstalled for use at the temporary signal (paid for a separate item).

Add the following to standard spec 661.3.1:

- ⁽⁴⁾ Install non-intrusive detection units according to the manufacturer's recommendations. Install power cable and signal cabinet equipment. Aim the detection units to provide detection at the locations shown on the plans and make the detection system fully operational.
- (5) In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), advise the engineer before setting the zone.
- ⁽⁶⁾ The non-intrusive detection shall be mounted at a location per the manufacturer's recommendations. Relocate the detection system to a suitable location if there is impedance on the operation, construction related or otherwise.
- (7) The non-intrusive detection system shall be complete, in place, tested, and in full operation during each stage and sub-stage of construction.

Replace standard spec 661.3.1.1 with the following:

(2) Place the pole in the ground to no less than 1/5 of the pole's length as the plans show. Sawcut existing pavement and concrete curb and gutter as needed to install the wood poles and guy wire anchors. Sawcut existing pavement according to the pertinent provisions in standard spec 690.3.

Remove pavement and concrete curb and gutter as shown on the plans and if needed to install the wood poles and guy wire anchors. Remove only as much pavement as needed to install the wood poles.

Remove pavement and curb and gutter according to the pertinent provisions in standard spec 204.3, Construction. Hold any wood poles in place and/or move wood poles during construction due to conflicts with proposed work. All wood poles shall be plumb and level.

Add the following to standard spec 661.3.1.4:

(4) Arrange for every other week inspections with the engineer to check the height of the span wire above the roadways to ensure that the bottom of the traffic signal heads remain within the minimum and maximum heights allowed above the roadway. Make all height adjustments within 1-hour of an inspection indicating that adjustments are required. Notify the engineer in writing upon completion of all necessary adjustments. Maintain a written log to properly document the date of each every other week inspection, the heights above the roadway, the roadway clearance after adjustments have been made and acceptance by the engineer. Provide all documentation related to the every other week span wire height checks as well as all records related to maintenance performed on the temporary traffic signal installations to the engineer.

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(2) Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and within the approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working and are aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

Ensure that the temporary vehicular detection system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

(5) Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and within the approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working and are aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

Ensure that the temporary vehicular detection system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

Replace standard spec 661.5(2) with the following:

Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, operating, maintaining, and repairing the complete temporary installation, and for removal. Furnishing, installing, and maintaining temporary vehicle detection equipment shall be paid for under a separate item.

Payment also includes the following:

- 1. Furnishing and installing the replacement equipment.
- 2. All utility charges for installation, disconnection, and energy service through project completion.
- 3. The cost of delivery and pick-up of the cabinet assemblies.
- 4. Traffic signal controller programming and timings (including timing changes).

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for checking and/or adjusting the temporary detection zones on an every other week basis; for maintaining and changing the temporary detection zones to match the plans, traffic control, and construction staging; for relocating the temporary detection sensors due to construction activities, if required; for periodically cleaning all temporary vehicle detector equipment; for cleaning up and properly disposing of waste.

38. Section Corner Monuments, Item SPV.0060.001.

A Description

Coordinate with Southeastern Wisconsin Regional Planning Commission (SEWRPC) for the perpetuation and replacement of a section corner (Public Land Survey System- PLSS) monument.

B Materials

SEWRPC will provide a pre-cast concrete monument or brass disk to be used to mark the PLSS corner.

Furnish base aggregate dense materials that conform to standard spec 305 and concrete, asphalt, topsoil or other materials depending on the surface surrounding the corner.

C Construction

SEWRPC will perpetuate existing section corner monument. The CONTRACTOR is responsible to coordinate with SEWRPC and the WisDOT Project Manager throughout the perpetuation and replacement process. The engineer will contact SEWRPC at (262) 953-4295 at least two weeks before starting construction operations or the preconstruction meeting to allow for section corner monument perpetuation.

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Contractor must excavate and completely remove the existing monument. CONTRACTOR is responsible for providing a backfilled 3 to 4 foot deep hole where existing monument was removed.

Contractor is responsible to coordinate the materials and methodology to complete the construction of the surface surrounding the monument. This may include but is not limited to a 2' x 2' "box out" or 24" diameter core hole in concrete, asphalt pavement/paving rings, coring to facilitate poured in place monuments, topsoil, seed and mulching or other materials or methodologies as agreed to by the contractor and SEWPRC.

Contact Information:

Attn: Rob Merry

Southeastern Wisconsin Regional Planning Commission

W239 N1812 Rockwood Drive

P.O. Box 1607

Waukesha, WI 53187-1607 Phone (262) 953-4289 Cell (920) 912-1036 Fax (262) 547-1103

E-mail: rmerry@sewrpc.org

D Measurement

The department will measure Section Corner Monuments Special by the individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.001Section Corner MonumentsEACH

Payment is full compensation for all excavating; removal of existing monument, for placing and compacting backfill material; for disposing of surplus materials; for concrete or asphalt material, finishing of roadway or other surfaces, and for all coordination with SEWRPC.

39. Posts Tubular Steel 1.75 x 1.75-Inch x 8-FT, Item SPV.0060.002; Posts Tubular Steel 1.75 x 1.75-Inch x 11-FT, Item SPV.0060.003; Posts Tubular Steel 1.75 x 1.75-Inch x 12-FT, Item SPV.0060.004; Posts Tubular Steel 1.75 x 1.75-Inch x 14-FT, Item SPV.0060.005.

A Description

This section describes furnishing and erecting tubular steel posts to support signs

B Materials

Furnish tubular steel sign post assemblies consisting of 2 telescoping square steel tubes consisting of a breakaway upper tube for mounting the sign and an outside anchor tube.

Fabricate the tubular components using structural quality 12-gauge strip steel conforming to ASTM designation A570, grade 50 with an average minimum yield strength, after cold-forming, of 55,000 psi. Punch holes on all 4 sides for the full length as the plans show. Provide corner radii of approximately 5/32 inches and conform to other dimensions and tolerances as follows:

Component	Outside Dimensions Inches	Outside Dimension Tolerance Inches [1]	Allowable Twist[2]Inches/3 Feet
Upper Tube	1.75 X 1.75	+/-0.008	+/-0.062
Outside Anchor Tube	2.00 X 2.00	+/-0.008	+/-0.062

^[1] Measure at least 2 inches from the ends of the tubes.

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^[2] Hold one side on a flat surface plate and measure the twist at the corner 3 feet away.

Hot-dip galvanize each tube according to ASTM A 653 grade 90. Treat corner welds and cut ends with cold-galvanized organic zinc paint as manufacturer recommends.

The engineer will inspect sign post assemblies before installation. Ensure that the assemblies fit together without damaging the coatings. Replace scratched or otherwise damaged components at no expense to the department.

Furnish upper tubes fabricated to the lengths the plans show.

For all installations use a 36-inch outer tube without soil stabilization fins.

C Construction

Obtain the engineer's approval and locate all underground facilities before installing the tubular steel sign post assemblies. Install assemblies oriented to the direction of traffic as the plan details show to ensure that the system meets the yielding breakaway design requirements. Locate assemblies where the plans show or where the engineer directs. Do not install until the finished grade is established.

For installations in concrete or asphalt, use 12-inch inside diameter PVC pipe box outs. Position the PVC pipe so the top of pipe is flush with the adjacent concrete or asphalt. Install the post in the center of the box-out.

Install all anchor sections so that a length of 1 to 2 inches remains above the finished grade. Leave one hole of the anchor system exposed 1 inch above grade for connecting the upper tube with a 3/8-inch zinc plated corner bolt and nut.

Attach the required sign panels as the plans show or as the engineer directs. Mount the signs on the upper tube with the end 1/2 inch lower than the top of the sign. Place the entire tubular steel sign post assembly in a true vertical position and correctly align for proper visibility for the direction of traffic. Cut upper tubes to provide the sign height the plans show, or the engineer directs. Treat all exposed post surfaces after installation with cold-galvanized organic zinc paint according to the manufacturer's instructions.

D Measurement

The department will measure the Posts Tubular Steel bid items as each individual post assembly, including each section and anchor, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.002	Posts Tubular Steel 1.75 x 1.75-Inch x 8-FT	EACH
SPV.0060.003	Posts Tubular Steel 1.75 x 1.75-Inch x 11-FT	EACH
SPV.0060.004	Posts Tubular Steel 1.75 x 1.75-Inch x 12-FT	EACH
SPV.0060.005	Posts Tubular Steel 1.75 x 1.75-Inch x 14-FT	EACH

Payment is full compensation for providing, hauling, and placing the posts; treating cut post ends; and providing hardware and anchors. The department will not pay for replacing damaged posts or upper tube cut-offs.

40. Temporary Inlet Cover 2x3-FT, Item SPV.0060.006.

A Description

This special provision describes providing a traffic-worthy temporary inlet casting according to standard spec 611.

B Materials

Furnish a traffic-worthy inlet casting with no curb box that fits on a 2x3-Ft rectangular opening that meets the requirements standard spec 611.2.

Salvaged inlet covers from this project, or another project are acceptable.

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Submit shop drawings or manufacturer specifications for the type of castings to be used, prior to ordering any castings. The engineer shall approve all casting types that are ordered or salvaged prior to installation.

Construct using adjustment rings according to standard spec 611.2.

C Construction

Install, maintain, and remove the casting according to standard spec 611.3.

The inlet casting shall become the property of the contractor at the end of the project.

D Measurement

The department will measure Temporary Inlet Cover 2x3-FT by the individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.006Temporary Inlet Cover 2x3-FTEACH

Payment shall be according to standard spec 611.5.

41. Drain Tile Sump Connection, Item SPV.0060.007.

A Description

Work under this item consists of connecting existing drain/sump tile to the storm sewer pipe or storm sewer structure as directed by the engineer.

B Materials

The pipe/underdrain, fittings, reducers, and backfill shall be according to standard spec 612.

C Construction

The contractor will be allowed to connect to a storm sewer pipe as shown in the plans or to a drainage structure.

D Measurement

The department will measure Drain Tile Sump Connection as each individual drain tile sump connection, acceptably completed.

E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.007
 Drain Tile Sump Connection
 EACH

Payment is full compensation for furnishing and installing materials, making the sewer or underdrain connection, for laying pipe; for sealing connections; for backfilling; for providing granular backfill material; for disposal of excess materials; and for cleaning out.

42. Traffic Signal Cabinet and Controller, Item SPV.0060.200.

A Description

This specification describes furnishing and installing a fully equipped and operational NEMA TS2 Type 2 traffic signal control cabinet.

A.1 General Requirements

A.1.1 General

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, *Traffic Controller Assemblies with NTCIP Requirements*, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in

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

Provide cabinets designed for TS2 Type 2 operation. Pre-wire cabinets for a minimum of sixteen 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.

Install the cabinet on the foundation and terminate all connections. Test for correct operation.

A.1.2 Definitions

Contractor or vendor – the firm under contract with the county or other entity for furnishing and installing the traffic signal cabinet

Construction contractor – the firm under contract with the county or another entity to construct a roadway facility. The construction contractor may designate a subcontractor, such as an electrical subcontractor, to represent them with regards to the signal cabinet installation.

County - Waukesha County

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

B Materials

See materials information as part of C Construction.

C Construction

C.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 as listed in the Description section of this specification.

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.

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, fiberglass, 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.

C.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

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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, and provide two keys No. 2. Equip the police door-in-door with a standard police lock and provide one key.

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.

C.3 Shelves and Mountings

Mount a minimum of three vertical "C" channels, compatible with Unistrut channel nuts, 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.

Locate the controller and Malfunction Management Unit (MMU) on the top shelf. Locate the loop detector racks and other auxiliary equipment on the lower shelf. The power supply may be mounted on either shelf.

Provide an under-shelf drawer under the lower shelf. The drawer shall be approximately 20 inches wide and the full depth of the shelf. 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.

C.4 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 an incandescent lamp and socket in the cabinet to sufficiently illuminate the field terminals. Wire the lamp to a 15-amp ON/OFF toggle switch mounted on the rear cover of the police panel as specified in the Cabinet Switches section of this specification.

Provide a 250 watt element heater. Install the heater 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 to an electrical receptacle on the cabinet door. 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.

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C.5 Terminals and Facilities

C.5.1 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 Bus Interface Unit (BIU) rack slots. The use of printed circuit boards is not acceptable on the terminal facility, except printed circuit boards are acceptable for the BIU interface with the load bay. Position the 16 load switch sockets in two horizontal rows of 8 sockets each. Support the load switches and flasher by a bracket or shelf extending at least three 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 two each 16-channel, 8-position, TS2 detector racks, each with an integrally mounted BIU mounting. Racks shall be addressable. Power each detector rack by the cabinet power supply. Fasten the loop detector racks towards the left side of the lower shelf.

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

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

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

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

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

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

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

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

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

C.6 Auxiliary Panels

C.6.1 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.

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

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

C.6.2 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.

C.6.3 Conductors and Cabling

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

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

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

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

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

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

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

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

C.6.4 Cabinet Switches

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

- a. Controller On/Off
- b. Cabinet Light

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- c. Stop Time (Three Position)
- d. Manual Detector Switches (Three Position)

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 MMU 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:

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

Flash: Signals Flash Signals Flash

Normal: Signals Normal Signals Advance by use of hand control

Provide manual detector switches. Provide a minimum of 16 vehicle detector switches, and four pedestrian detector switches. The switches shall be spring loaded and automatically return to the center position. Wire the vehicle detector switches to detector BIU slot 1. Wire the pedestrian switches to the T&F BIU slot 1. The switches shall operate as follows:

PositionFunction

Up Detector Disabled
Center Detector Enabled
Down Detector Called

C.7. Power Panel

C.7.1 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, MMU, 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.

C.7.2 Bus Bar

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

C.7.3 Circuit Breakers

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

One 30-amp signal breaker. This breaker shall supply power for all cabinet functions not
powered through one of the other breakers or fuses listed below. Streetlights will be powered
from outside the cabinet in the meter breaker pedestal. This breaker shall feed a signal bus
supplied through a solid state bus relay and a radio interference line filter. The bus relay, in all

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cases, shall be a solid state contactor and shall not be jack mounted. Breakers shall be thermal magnetic type, UL or NRTL listed, with a minimum of 22,000 amp interrupting capacity.

- One 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater.
- One 10-amp breaker. This breaker shall supply power for control equipment: controller, MMU, and cabinet power supply.
- One 20-amp circuit breaker for future use.

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

C.7.4 Radio Interference Suppressor

Equip each control cabinet with a single radio interference suppressor (RIS) of sufficient ampere rating to handle the load requirements. Install the RIS at the input power point. The RIS shall minimize interference in both the broadcast and the aircraft frequencies and shall provide a maximum attenuation of 50 DB over a frequency range from 200 KHZ to 75 MHZ, when used in connection with normal installations. The RIS shall be hermetically sealed in a substantial metal case filled with a suitable insulating compound.

The terminals shall be nickel-plated brass studs of sufficient external length to provide space to connect two #8 AWG wires and shall be so mounted that they cannot be turned in the case. Ungrounded terminals shall be properly insulated from each other and shall maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. The terminals shall have an insulation factor of 100-200 megohms dependent upon external conditions. The RIS shall be rated at minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL or a NRTL and Radio Manufacturer's Association.

C.7.5 Bus Relay

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

C.7.6 Surge Protector

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

C.7.7 Power receptacles

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

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

C.7.8 Suppressors and RC Network

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

C.8.F Auxiliary Devices

C.8.1 Load Switches

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

C.8.2 Flashers

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

C.8.3 Flash Transfer Relays

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

C.8.4 Inductive Loop Detector Units

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Provide the quantity of inductive loop detector units required by the plans and conforming to the requirements of section 6.5 of the NEMA TS2 Standard for 2-channel, rack mount detector units, type C. Install all required units in one detector rack.

C.8.5 Cabinet Power Supply

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

C.9 Bus Interface Units (BIU)

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

C.10 H Malfunction Management Unit (MMU)

Provide one shelf-mountable, 16 channel, solid-state MMU with Ethernet capability. The MMU shall meet the requirements of Section 4 of the NEMA TS2 Standard.

The MMU shall be capable of the following:

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

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

C.11 Traffic Signal Controller

The traffic signal controller provided shall be a Siemens m60 series model, compatible with the NEMA TS2 Type 2 specifications.

C.12.1 Firmware

Provide installed in the controller current, fully operational, controller firmware and software sufficient for the controller to perform all functions shown on the plans, sequence of operation plan sheet, specifications, and signal timing plan for the local intersection. Provide all software licenses.

The firmware and software shall be compatible with and able to fully communicate with:

- all phase sequences used by the county, including flashing yellow for both left and right turns;
- communications, closed loop, and on-street control software designed for use with the provided controller and provided under separate bid items;
- both the controller and the MMU:
- County PC laptop and desktop computers with Windows XP and Windows 7 operating systems;
- backwards compatibility with older traffic signal controllers and software produced by the controller manufacturer and installed in county traffic signals since 2000;

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• the supplier's multi-level central operation software programs for potential future Application.

C.12.2 Features/ Functions

C.12.2.1 General

Provide shelf-mounted controller units.

Provide intersection controller units with up to 16-phase operation plus 16 programmable overlaps regardless of whether or not preemption, coordination, or other special programming is used.

Provide a four-ring, programmable for both single and dual entry concurrent timing, nine-phase frame or equivalent. Provide volume density timing for eight phases and pedestrian timing for all phases. Provide MUTCD flash capability. All controls shall be according to the NEMA TS2 Standard.

All controller timing parameters shall be fully programmable from the front panel keyboard inputs, and memory storage features shall be non-volatile under power-off conditions for at least thirty days. A security code must be entered before any timing parameters can be changed. The locking, non-locking detection mode and per phase recall shall also be accessible on the front panel.

Provide a data key port on the controller to load and store intersection programming.

Internally buffer all logic circuit inputs to withstand transients and noise, such as might result from normal usage, without damage to any mechanism components.

C.12.2.2 Front Panel Display

Provide a display panel on the front panel consisting of a backlit alphanumeric LCD display. The face of the display shall be scratch, chemical, and solvent resistant. The operator shall access the controller through a menu system. By selecting various menu options, real time operational status or stored parameter tables shall be presented to the operator.

Show on the LCD display, in addition to information required elsewhere:

- (a) the status of each signal phase on
- (b) the interval status
- (c) phase termination information
- (d) the presence of vehicular and pedestrian calls for each phase

C.12.2.3 Timing

The passage timer shall time concurrently with the minimum green timer, such that the duration of the minimum green time is directly adjustable and is independent of the passage time setting.

In the dual-ring application, no more than two phases shall be permitted to time concurrently, and no more than one phase per ring. Provide barrier protection against concurrent timing of two conflicting phases; no phases assigned to one side of the barrier shall be permitted to time concurrently, if a conflict will occur. Service calls on a single entry basis. Both rings shall cross the barrier simultaneously according to the following logic:

- (a) Phases timing concurrently shall terminate simultaneously if both have a gap-out due to excessive time between actuations.
- (b) Phases timing concurrently shall terminate simultaneously if both have a maximum timeout.
- (c) Phases timing concurrently shall terminate simultaneously if one has a gap-out and the other has a maximum time-out.
- (d) In the event that one phase has not achieved a gap-out or maximum time-out, the other gapped-out phase shall be permitted to leave the gapped-out condition and retime an extension when an actuation is received.

Controllers shall not accept any operator input or stored timing parameters that would result in intervals shorter than the following:

- yellow clearance 3.0 seconds
- standard minimum walk 4.0 seconds
- preemption minimum walk = 0.0 seconds
- minimum pedestrian clearance 6.0 seconds

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At the beginning of each of the above intervals, the controller shall check the previously stored data against these minimums. If an operator attempts to load an incorrect timing parameter the controller unit shall output a unique error code on the front panel display. As an alternate to minimum timing control a coded keyboard entry security feature may be provided.

C.12.2.4 Manual (Police) Control

If manual control is used, actuation of the manual control shall permit manual advance of the Walk, Pedestrian Clearance, and Green interval terminations only. Manual termination of Yellow or All-Red clearance intervals shall not be permitted.

C.12.2.5 Coordination

The controller shall be capable of operation in progressive coordination systems and mutual coordination and shall contain, but not be limited to, the following external inputs, with all functions brought out:

- Vehicle/Pedestrian Detectors (per phase)
- Pedestrian Omit (per phase)
- Phase Omit (per phase)
- Hold (per phase)
- Omit Red Clearance (per ring)
- Internal Maximum Inhibit (per ring)
- Maximum II (per ring)
- Red Rest (per ring)
- Stop Timing (per ring)
- Force-Off (per ring)
- Select Minimum Recall (per controller)
- Manual Control (per controller)
- Semi-Modes (per controller)
- External Start (per controller)

C.12.2.6 Diagnostic Program

Provide a diagnostic program prepared by the manufacturer of the controller unit which will demonstrate the proper operation of all of the inputs, outputs, controls and indicators in the controller, and have visual confirmation on the front panel. The diagnostic program shall be resident in each controller. The controller shall continuously run a diagnostic routine in the background to assure unit integrity.

C.12.2.7 Message Logging

Provide user programmable, data logging of local events or alarm events including, but not limited to: Conflict Flash, Remote Flash, Local Flash, Controller Voltage Monitor, Detector Failure, On Line and Data Change. The time and date shall be recorded as a part of the message logged. The logging function shall be resident in the controller unit. The logging function shall be viewed from the front panel LCD display. If the logging function cannot be viewed from the front panel LCD display, it shall be performed by supplemental auxiliary equipment supplied with this specification.

C.12.2.8 Closed Loop Operation

The controller shall be able to be used in a closed loop system using twisted pair copper, single mode fiber, multimode fiber, or wireless radio to connect to compatible equipment.

C.12.2.9 RS-232 Interface and Ethernet Port

Provide a RS-232C interface and connector for interconnecting to a conflict monitor, printer, another like controller unit, or a local personal computer, as well as a remote personal computer through an external modem. A modem is not required to be provided with this specification. Include Ethernet communications capability as a standard feature and provide an Ethernet port. Ports shall be on the front panel of the controller.

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C.13 Documentation

C.13.1 Cabinet Intersection Wiring Diagrams

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

At the time of the cabinet delivery, furnish to the county's traffic engineer two sets of printed 22X34-inch cabinet intersection wiring diagrams per cabinet. Printing the 22X34-inch sheet in smaller sizes is not acceptable. Leave a third drawing in the under-shelf drawer in the signal cabinet. After cabinet acceptance is complete, if any cabinet wiring changes were made, revise the cabinet wiring diagrams, leave one drawing in the under-shelf drawer in the signal cabinet, and furnish to the county's traffic engineer two sets of as-built printed cabinet wiring diagrams per cabinet. If no changes were made from time of cabinet delivery, notify the county's traffic engineer in writing.

C.13.2 MMU and Controller Programming

At the time of cabinet delivery, furnish to the county's traffic engineer two printed copies of the MMU programming and two copies of the signal timing in the traffic signal controller. Leave a third copy in the under-shelf drawer in the signal cabinet. After cabinet acceptance is complete, if any MMU or controller timing changes were made, revise the documents, leave one copy in the under-shelf drawer in the signal cabinet, and furnish to the county's traffic engineer two copies per cabinet. If no changes were made from time of cabinet delivery, notify the county's traffic engineer in writing.

C.13.3 Manuals

At the time of the cabinet delivery, furnish to the county's traffic engineer one set of installation, operations, and maintenance manuals per cabinet including each type of equipment in the cabinet. The manuals shall as a minimum include the following information:

- a) table of contents
- b) operating procedure
- c) step-by-step maintenance and trouble-shooting information for the entire assembly
- d) schematic diagrams
- e) pictorial diagrams of parts locations
- f) itemized parts lists with parts numbers
- g) theory of operation
- h) maintenance checklists

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

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

C.14 Cabinet Delivery

The construction contractor will provide the traffic signal specifications and plans, including the sequence of operation, to the contractor. The vendor shall determine the required cabinet equipment and assembly requirements from the plans and specifications and provide the county's traffic engineer a list of procurement items. The county's traffic engineer will approve or request resubmittal of the procurement items list prior to the cabinet being built.

Provide the list of procurement items to the county's traffic engineer a minimum of 30 days before the cabinet is scheduled to be installed in the field. The vendor is responsible for coordinating with the project construction contractor to determine the scheduled cabinet installation date. Cabinets shall be completed, delivered, and accepted within 50 calendar days after the county's traffic engineer approves the procurement item list.

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If the county makes a modification to any cabinet order before the entire cabinet is completely built in the vendor's shop, the delivery time does not change. If the county accepts a vendor requested cabinet order or other modification at any time, the delivery time does not change. All cabinet modifications will be made without additional cost to the county, except if an additional equipment item is added at the county's request and the additional item is not to remedy any contractor or vendor error.

The contractor shall deliver the fully wired and equipped cabinets to the intersection where the cabinet will be installed, or other site as designated by the county or the project construction contractor. The contractor is responsible for arranging the unloading of the cabinet.

When the county exercises its right to test a cabinet in the county's shop as described in the Acceptance Testing section of this specification, deliver the cabinet to the location specified by the county's traffic engineer. When the testing is complete, pick up the cabinet from the shop within three business days of notification.

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

C.15 Acceptance Testing

Complete on-site traffic signal acceptance testing in the presence of the county. The acceptance testing will occur after the signal cabinet is fully installed at the project intersection and before the traffic signal is turned on. The construction contractor and the county will determine the time for the acceptance testing. In addition to the cabinet as specified in this specification, add-on accessory items, traffic signal interconnect, system communication, and closed loop system operation are included in the acceptance testing.

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

Upon successful completion of the acceptance testing as determined by the county, a 30-day conditional acceptance of the signal cabinet will be provided to the contractor. Should the cabinet within the 30-day conditional acceptance period fail to perform in any way as determined by the county, the contractor shall repair the cabinet to bring it into conformance with this specification and the acceptance testing shall be repeated. Repair times shall conform to the warranty service response times in this specification. The acceptance testing shall be repeated. Upon successful completion of the retesting, a new 30-day conditional acceptance period shall begin. After the signal cabinet runs 30 days without failure, the cabinet will be fully accepted by the county. The contractor will be allowed up to two 30-day conditional acceptance periods. If the cabinet fails during the second 30-day period, an entirely new cabinet shall be furnished and installed in the field by the contractor at no cost to the county and a new acceptance testing procedure shall begin. Cabinet replacement times shall conform to the warranty service response times in this specification. The original cabinet becomes the property of the contractor.

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

C.16 Certification

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

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C.17 Warranty

Provide a warranty and guarantee statement which stipulates that the cabinet and all supplied equipment, including add-on accessory items, to be, individually and as a cabinet system, free from defects in materials and workmanship for a period of at least two years from the date of cabinet installation and acceptance in the field, or in the case of a cabinet that is not installed in the field, from the date of delivery of an accepted cabinet to the county. Delivery of a cabinet for testing does not constitute acceptance of the cabinet. Turn over to the county warranties and guarantees that are offered by the manufacturer as a customary trade practice. Name the county as the obligee on all manufacturers' warranties and guarantees. Shipping costs, both to the factory or an Authorized Repair Depot, and return, shall be paid by the contractor.

The warranty shall provide for full repair or replacement, as determined by the county, of the failed item or cabinet system, including removal and installation, at no cost to the county. Contractor warranty service response times after notification by the county:

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

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

The county reserves the right to make repairs to malfunctioning cabinets and equipment that are under warranty, up to and including complete replacement of the cabinet, when in the county's determination the safety of the traveling public is best served. Such repair work will not in any way void or limit the contractor's warranty and guarantee specified above. The county will notify the contractor in writing of the repair. The contractor shall within five business days after notification replace all cabinets, equipment, and supplies used by the county in making repairs, with new parts meeting the requirements of this specification.

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

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

Maintain an inventory of the firmware / software version on each controller provided. Notify the county's traffic engineer in writing when a firmware / software patch or upgrade is available. The county will direct the contractor when to install the patch or upgrade for each controller. Install the patch or upgrade and provide a usable copy of the patch or upgrade to the county. Alternatively, when requested by the county, provide the patch or upgrade to the county for installation by the county.

D Measurement

The department will measure Traffic Signal Cabinet and Controller as each unit of work, acceptably completed.

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E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.200
 Traffic Signal Cabinet and Controller
 EACH

Payment is full compensation for furnishing and installing a complete traffic signal cabinet, including the signal controller and conflict monitor together with cabinet, all required control units, all necessary wiring, switches, and fittings to assure that the controller will perform the functions. Initial signal timing parameters will be provided by Waukesha County for activation programming by the contractor.

43. Relocated Signal Pole Assembly, Item SPV.0060.201.

A Description

The work under this item shall consist of removing, salvaging, and reinstalling above-ground traffic signal equipment owned by the Waukesha County, according to the applicable provisions of standard spec 204, 655 and 659.

Specific removal and salvage items are described in the plans and miscellaneous quantities. This item also includes all other non-itemized materials, labor, and tools required to remove the lighting equipment as shown in the plans.

B (Vacant)

C Construction

Inspect the pole and signal equipment prior to removing from the existing base. Inform the engineer of any items of concern or potential problems that may interfere with the reuse of the pedestal bass, transformer base, pole, signal heads, or luminaire arms. Arrange for the removal of the signal poles equipment after receiving approval from the engineer that the existing equipment can be removed. New bases and base removal will be paid as separate items and are not included herein.

Store the salvaged lighting equipment in a secure location as directed by the engineer.

Reinstall the lighting equipment on the newly constructed concrete bases as shown on the plans. Furnish and install additional signal and lighting cable as necessary which will be paid as separate items and are not included herein.

All work shall be according to the latest standard specifications and the plans.

D Measurement

The department will measure Relocated Signal Poles Assembly by each pole, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.201Relocated Signal Pole AssemblyEACH

Payment is full compensation for removing, relocating, and/or disassembling signal pole, scrapping of some materials, storing salvaged items on site, and disposing of scrap material.

44. Reinstall Temporary EVP Equipment Moorland Rd (CTH O) and Mayflower Drive, Item SPV.0060.202;

Reinstall Temporary EVP Equipment Moorland Rd (CTH O) and Howard Avenue, Item SPV.0060.203;

Reinstall Temporary EVP Equipment Moorland Rd (CTH O) and National Avenue (CTH ES), Item SPV.0060.204.

A Description

This special provision describes reinstalling existing EVP equipment from the permanent traffic signal to a temporary traffic signal for operation during construction as shown in the plans.

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B Materials

Transfer existing county-owned equipment from the existing permanent traffic signal to the temporary traffic signal.

C Construction

Reinstall the existing EVP equipment as shown in the temporary traffic signal plans or as directed by the engineer. Program the EVP operation according to the temporary traffic signal plans and timings (provided by the county). All equipment shall be complete in place, tested, and in full operation during each stage and sub-stage of construction.

Determine a suitable location for the EVP detectors on the temporary signal for each stage and sub-stage of construction. Detectors may be mounted on the temporary traffic signal span wire or wood poles. Furnish new hardware for mounting detectors as required. Relocate the detectors to a suitable location if construction activities and/or construction staging changes impede the detector operation. Arrange for testing of equipment prior to acceptance of the installation for each construction stage.

Furnish and install new detector cable and confirmation light wire to create a complete and functional system. There shall be NO detector cable splices from the detector assembly to the controller terminations.

All cables associated with the EVP equipment shall be routed to the cabinet. Each lead shall be appropriately marked as to which EVP channel it is associated.

Periodic adjustment and/or moving of the detectors may be required due to changes in traffic control, staging, or other construction operations.

Ensure the EVP equipment stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

Provide the engineer records of all timing settings used during construction.

D Measurement

The department will measure Reinstall Temporary EVP Equipment Moorland Road (CTH O) and (intersection) as each individual unit of work per intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.202	Reinstall Temporary EVP Equipment Moorland Rd (CTH O) and Mayflower Drive	EACH
SPV.0060.203	Reinstall Temporary EVP Equipment Moorland Rd (CTH O) and Howard Avenue	EACH
SPV.0060.204	Reinstall Temporary EVP Equipment Moorland Rd (CTH O) and National Avenue (CTH ES)	EACH

Payment is full compensation for reinstalling all required equipment on the temporary traffic signal; for relocating the temporary EVP detectors due to construction activities, if required; for programming and testing the EVP system for each stage and sub-stage of construction; for periodically cleaning all temporary EVP detectors; for cleaning up and properly disposing of waste.

The department will pay separately for removal of the EVP equipment from the existing traffic signal.

45. Temporary Video Detection Moorland Rd (CTH O) and Mayflower Drive, Item SPV.0060.205;

Temporary Video Detection Moorland Rd (CTH O) and Howard Avenue, Item SPV.0060,206:

Temporary Video Detection Moorland Rd (CTH O) and National Avenue (CTH ES), Item SPV.0060.207.

A Description

This special provision describes furnishing, installing and maintaining vehicle detection systems in conjunction with temporary traffic signals as shown in the plans. The desired vehicle detection zones and their operational parameters are show in the plans.

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B Materials

Provide all necessary equipment for the approved method of temporary vehicle detection. Select, with prior approval of the engineer, the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include but are not limited to microwave detection, radar detection, or video detection. Detection technology shall provide for true presence detection.

C Construction

Provide immediate response, 24-hour/7-days per week, to maintain any aspect of the temporary vehicle detection that is defective, completing repairs or adjustments the same day as notification.

Adjust, relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or substage as shown in the plans, request by the engineer, or as modified by the contractor's operations to maintain the required traffic and complete the proposed work.

D Measurement

The department will measure Temporary Video Detection Moorland Rd (CTH O) and (intersection) as each temporary video detection system, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.205	Temporary Video Detection Moorland Rd (CTH O) and Mayflower Drive	EACH
SPV.0060.206	Temporary Video Detection Moorland Rd (CTH O) and Howard Avenue	EACH
SPV.0060.207	Temporary Video Detection Moorland Rd (CTH O) and National Avenue (CTH ES)	EACH

Payment is full compensation for demonstrating and selecting the vehicle detector technology, furnishing, installing and adjusting or moving the equipment, providing new wire and cables, including all required materials, tools and supplies, and for clean-up and waste disposal.

46. Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and Target Driveway, Item SPV.0060.208;

Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and Mayflower Drive, Item SPV.0060.209:

Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and Howard Avenue, Item SPV.0060.210;

Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and National Avenue (CTH ES), Item SPV.0060.211.

A Description

This special provision describes removing existing EVP equipment from the existing or temporary traffic signal to the new permanent traffic signal as shown in the plans.

B Materials

Transfer the county-owned equipment from the existing or temporary traffic signal to the new permanent traffic signal installation.

C Construction

The county assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the county.

Reinstall the EVP equipment as shown in the permanent traffic signal plans or as directed by the engineer. Program the EVP operation according to the permanent traffic signal plans and timings (provided by the county). All equipment shall be complete in place, tested, and in full operation prior to the final permanent traffic signal turn-on.

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- 1. The Emergency Vehicle Preemption System shall include salvaging and reinstalling the discriminators, detectors and confirmation lights. The discriminator shall be mounted in a card rack included as part of the signal cabinet. Furnish new hardware for mounting detectors as required.
- 2. Furnish and install new wiring for power of confirmation lights.
- 3. Detectors shall be mounted on the monotube, or luminaire arms as shown on the Plans.
- 4. The traffic signal arms and poles shall be drilled and tapped to accommodate the mounting of the detector units as shown in the Plans. The installation method shall be approved by the engineer.
- 5. In the event, at installation, a noticeable obstruction is present in line with the detector, the contractor shall be obligated to advise the engineer before installation.
- 6. Unless otherwise directed by the engineer, the detector shield tube shall be installed with the drain hole at the bottom.
- Furnish and install new detector cable to create a complete and functional system. There shall be NO detector cable splices from the detector assembly to the controller terminations.
- The EVP detector cables shall be routed to the controller. Each lead shall be appropriately
 marked as to which street or avenue it is associated. The contractor will perform all terminations
 inside the cabinet.
- 9. The EVP as specified and shown in the Plans shall be complete in place, tested, and in full operation.

D Measurement

The department will measure Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and (intersection) as each individual unit of work per intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.208	Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and Target Driveway	EACH
SPV.0060.209	Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and Mayflower Drive	EACH
SPV.0060.210	Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and Howard Avenue	EACH
SPV.0060.211	Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and National Avenue (CTH ES)	EACH

Payment is full compensation for removing and reinstalling all required equipment, materials, and supplies; for installing the detectors to match the plans; for programming and testing the EVP system; for cleaning up and properly disposing of waste.

47. Video Vehicle Detection System Moorland Rd (CTH O) and Target Driveway, Item SPV.0060.212;

Moorland Rd (CTH O) and Mayflower Drive, Item SPV.0060.213; Moorland Rd (CTH O) and Howard Avenue, Item SPV.0060.214;

Moorland Rd (CTH O) and National Avenue (CTH ES), Item SPV.0060.215.

A Description

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using video and radar technology. Work shall consist of furnishing and installing a hybrid video/radar detector system on all travel approaches.

The hybrid detection camera system shall consist of an Iteris RZ-4 camera/radar model or approved equal, camera risers, mounting brackets and hardware, video monitor, video image processor card, power cable, and auxiliary equipment to make the hybrid video/radar detector system fully operational.

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B Materials

B.1 System Hardware

The hybrid video/radar detection system shall consist of one to four video/radar devices, a video/radar detection processor capable of processing from one to six detection sources, a video monitor, and a pointing device.

B.2 Detection

The video cameras used for traffic detection shall be furnished by the supplier and shall be qualified by the supplier to ensure proper system operation.

Recommended camera placement height shall be 33 feet (or 10 meters) above the roadway with a riser mounted on mast arm, and over the traveled way on which vehicles are to be detected. For optimum detection, the camera should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

Radar technology shall be used as part of the same detection system to detect vehicles greater than 350 feet from the approach stop line.

B.3 Manufacturer Warranty

The manufacturer / supplier shall provide a limited three-year warranty on the hybrid video/radar detection system. Refer to the supplier's standard warranty included in the Terms and Conditions of Sale documentation.

During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.

During the warranty period, updates to system software shall be available from the supplier without charge.

B.4 Coaxial Cable

The coaxial cable to be used between the camera/radar device and the processor in the traffic cabinet shall be Belden 8281 or a 75 ohm, precision cable with 20-gauge solid bare copper conductor (9.9 ohms/M), solid polyethylene insulating dielectric, 98% (min) tinned copper double-braided shield and black polyethylene outer covering. The signal attenuation shall not exceed 0.78 dB per 100 feet at 10 MHz. Nominal outside diameter is 0.304 inches.

This cable shall be suitable for installation in conduit or overhead with the appropriate span wires. 75-ohm BNC plug connectors shall be used at both the detection device and cabinet ends. The coaxial cable, BNC connector, and crimping tool shall be approved by the supplier of the video/radar detection system, and the manufacturer's instructions must be followed to ensure proper connection.

B.5 Power Cable

The power cabling shall be 16 AWG three-conductor cable with a minimum outside diameter of 0.325 inch and a maximum diameter of 0.490 inch. The power cable shall be terminated at the detection device per manufacturer's instructions and shall only require standard wire strippers and a screwdriver for installation (no special connectors or crimping tools shall be used for installation). The cabling shall comply with the National Electric Code, as well as local electrical codes. The detection device may acquire power from the luminaire, if necessary.

B.6 Detection Monitor

The monitor shall be a flat screen color video monitor with a minimum 9" diagonal picture display. It shall support EIA standards RS-170 composite video signal (1.0 v p-p, 75 OHM).

It shall have a resolution of 900 lines at center. Video bandwidth shall be >11 MHz. Loop through connectors shall be provided, and both input and output connectors shall be BNCs.

The monitor power source shall be 120 VAC +/- 10%, 60 Hz. Power consumption shall not be greater than 18 W. Ambient operating temperature shall be +50 to +122 degrees Fahrenheit.

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Located on the front panel, the controls shall be on/off, contrast, bright, vertical hold, and horizontal hold. Rear panel shall have controls for vertical size, vertical linearity and scan switch.

Dimensions shall not exceed 9" (W) and 10" (H). Weight shall not exceed 10 pounds.

C Construction

Install the Video Vehicle Detection System (Location) according to the pertinent sections of the standard specifications and manufacturer's recommendations.

The coaxial cable and power cable shall be installed as a continuous unbroken run from the detection device to the processor.

D Measurement

The department will measure Video Vehicle Detection System (Location) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.212	Video Vehicle Detection System Moorland Rd (CTH O) and Target Driveway	EACH
SPV.0060.213	Video Vehicle Detection System Moorland Rd (CTH O) and Mayflower Drive	EACH
SPV.0060.214	Video Vehicle Detection System Moorland Rd (CTH O) and Howard Avenue	EACH
SPV.0060.215	Video Vehicle Detection System Moorland Rd (CTH O) and National Avenue (CTH ES)	EACH

Payment shall be full compensation for furnishing and installing the hybrid video/radar detection devices on signal poles or mast arms as shown on the plans; for aiming the equipment.

48. Pre-Terminated Patch Panel with 6-Ports, Item SPV.0060.216.

A Description

Work under this item shall consist of furnishing and installing a factory terminated patch panel that is compact, durable and secure, as shown on the plans and as hereinafter provided.

B Materials

The factory terminated patch panel shall meet or exceed the following specifications:

B.1 General

Number of ports: 6 - ST Single Mode as shown on the plans. The patch panel shall be mounted to the sidewall of the cabinet. The Pre-terminated Patch Panel, in conjunction with the included drop cable, serves as the attachment point from the controller cabinet to the main cable.

B.2 Physical

The Pre-terminated Patch Panel shall be comprised of the following:

- Factory terminated 6 count ST of Single Mode drop cable integrated into a protective housing.
- 200-feet. of 6 count SM drop cable. Contractor to determine custom length per field measurements at each Signalized Intersection.
- The Patch Panel shall be black in color and built of Polycarbonate Material.
- Nominal dimensions of the patch panel shall be from 7.3" to 13.05" long, 1.74" wide and 1.705" deep from coupler tip to the base of the unit.
- The Patch Panel shall have 6 ports arrayed at a 45-degree angle along the length of the housing.
- The couplers shall be configured in a stair-stepped arrangement to facilitate easy access to each coupler pair.
- The fiber optic connectors on the inside of the housing shall be constructed with all ceramic ferrules.

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- The fiber shall be secured into the ferrule using a heat cured epoxy and shall be factory terminated and polished.
- 100% of the fiber terminations shall be optically and visually tested for attenuation and reflectance and shall exhibit an optical performance with a maximum insertion loss of 0.40dB at 1310nm and 0.3db at 1550nm and a minimum return loss of 40dB.
- The inside of the housing shall be filled with an environmentally and temperature stable epoxy to permanently secure the connectors and the cable on the inside of the housing and to protect the fiber optic components from vibration and shock.
- The Epoxy shall be thermally stable from -40 to +130 degrees Celsius. The housing shall incorporate a 2.5 inch strain relief boot around the exiting drop cable to provide bend radius protection and a short-term cable retention of at least 200 lb ft.
- The housing shall have integrated mounting notches for field mounting in the traffic control
 cabinet.

C Construction

The contractor shall meet with the Waukesha County to discuss specific locations of the drop splices prior to installation.

Install the Pre-terminated Patch Panel on the side wall of the cabinet.

The Pre-terminated Patch Panel shall have adequate length to be connected to the Splice Enclosure. Splice enclosure is a separate Pay Item.

Contractor to install Drop Cable continuous from the cabinet to the Splice Enclosure with 30-feet of slack at the drop splice location.

Splicing to the trunk cable is paid for under a separate pay item.

D Measurement

The owner will measure Pre-terminated Patch Panel with 6-Ports as each patch panel, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.216Pre-terminated Patch Panel with 6-PortsEACH

Payment is full compensation for furnishing and installing the Pre-terminated Patch Panel with 6-Ports.

49. IP Ethernet Switch with Single Mode Fiber Ports, Item SPV.0060.217.

A Description

Work under this item shall consist of furnishing and installing an IP Ethernet switch with single mode fiber optic ports, as shown on the plans and as hereinafter provided.

B Materials

The IP Ethernet switch with single mode fiber optic ports shall meet or exceed the following specifications:

B.1 General

- Number of ports: 8 (6 Copper, 2 Fiber Optic)
- Shelf Mount

B.2 Physical/Electrical

Height: 18.8cm / 7.4".

• Width: 6.6cm / 2.6".

Depth: 12.7cm / 5.0".Weight: 1.22kg / 2.7 lbs.

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- Ingress Protection: IP40 (1mm objects).
- Enclosure: 20 AWG galvanized steel enclosure Maximum Weight: 2 lbs.
- HI Voltage AC/DC: 88-300VDC, 85-264VAC, 0.1A

B.3 Environmental

- Operating Temperature: -40 C to +85 C.
- Storage Temperature: -40 C to +85 C.
- Relative Humidity: Up to 95%, non-condensing

B.4 Data Communication (Ethernet Interface)

- Ethernet Ports: 6 Base 10/100 Base TX ports Ethernet Interface.
- Ethernet Interface shall use an RJ45 female connector.
- Ethernet Ports: 2 Base 10/100 FX Industry standard fiber optical connectors: ST Single Mode 1310nm
- T2T2= 2 x 100FX Single Mode 1310nm, ST connector, Standard 20km distance, Data Rate: 10 or 100 Mbps.
- 802.3u-100 Base TX, 100 Base FX.
- Network Protocols Supported:
 - TCP/IP.
 - UDP/IP.
 - VLAN tagging.
 - o IGMP V2.
 - Spanning Tree Protocol (STP).
- Remote configuration via Telnet, HTTP, TFTP and SNMP.
- Management Tools.
- Web-based, Telnet, CLI management interfaces.
- SNMP v1/v2/v3 (56-bit encryption).
- Remote Monitoring (RMON).
- · Rich set of diagnostics with logging and alarms.
- Configuration Model RS900.
- Compatible with Rugged Explorer Management software.

C Construction

The contractor shall meet with the Waukesha County to discuss specific requirements of the IP Ethernet Switches prior to installation.

Configure/Program IP address (and subnet) as directed by Waukesha County.

Make the necessary physical connections to the Ethernet Switch and fiber ports to the traffic signal cabinet.

D Measurement

IP Ethernet Switch with Single Mode Fiber Ports will be measured as each unit, complete and accepted in place.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.217IP Ethernet Switch with Single Mode Fiber PortsEACH

Payment is full compensation for furnishing and installing the Ethernet Switch; for making all connections; for furnishing and installing all connectors necessary to complete the contract work.

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50. Removing, Salvaging, and Reinstalling Light Poles, Luminaires, and Arms, Item SPV.0060.300.

A Description

The work under this item shall consist of removing, salvaging, and reinstalling above-ground street lighting equipment owned by the City of New Berlin, according to the applicable provisions of standard spec 204, 655 and 659.

Specific removal and salvage items are described in the plans and miscellaneous quantities.

B (Vacant)

C Construction

Inspect the pole prior to removing from the existing base. Inform the engineer of any items of concern or potential problems that may interfere with the reuse of the pole, arm or luminaire. Arrange for the removal of the street lighting equipment after receiving approval from the engineer that the existing equipment can be removed.

Store the salvaged lighting equipment in a secure location as directed by the engineer.

Reinstall the lighting equipment on the newly constructed concrete bases as shown on the plans. Furnish and install additional lighting cable as necessary to connect to the lighting circuit and restore system lighting.

D Measurement

The department will measure Removing, Salvaging, and Reinstalling Light Poles, Luminaires, and Arms by each individual light pole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.300	Removing, Salvaging, and Reinstalling Light Poles, Luminaires, and Arms	EACH

Payment is full compensation for removing, relocating, and/or disassembling street lighting (as needed), scrapping of some materials, storing salvaged items on site, disposing of scrap material, and reinstalling street lighting.

The department will pay separately for new bases and base removal.

51. 15-Foot Decorative Light Pole, Item SPV.0060.301;

Decorative Luminaire Arm, Item SPV.0060.302;

Decorative LED Luminaire, Item SPV.0060.303;

Decorative Pole Mounted Banner Arm, Item SPV.0060.304.

A Description

This special provision describes providing and installing luminaires, light poles and arms.

B Materials

1. Luminaire

- A. Lumec Model Number- DMS50-55W48LED5.7K-T-LE3F-UNV-DMG-BKTX
- B. Description A die cast A360.1 Aluminum Dome complete with a cast in technical ring with latch and hinge. The mechanism shall offer tool free access to the inside of the luminaires. And embedded memory retentive gasket shall ensure weatherproofing. Housing shall be round in shape, this housing is made of cast 356 aluminum complete with a water tank grommet. Mechanically assembled to the bracket with four bolts. This suspension system permits for a full rotation of the luminaire in 90 degrees increments.
- C. Basic catalog number only is given for fixtures. Provide caps, suspension units. mounting brackets and/or all other auxiliary parts necessary to make a complete fixture.
- Provide street light poles, brackets, arms and accessories detailed herein and on the Drawings.

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2. Luminaire Requirements

A. General Requirements

- (1) Luminaires must be the type indicated. Fixtures of the same type must be provided by one manufacturer.
- (2) Luminaires must be of the types and manufacturers described in the LUMINAIRE REQUIREMENTS section below, with light source, wattage and voltage as indicated.
- (3) Luminaire must be UL-listed for wet locations, minimum IP65 rating, and wiring cavity must be field accessible for service or repair needs.
- (4) Fully assemble and electrically test luminaires before shipment from factory.
- B. Luminaire Distribution. Correlated Color temperature and Delivered Lumens as listed on the Luminaire Schedule within the specifications.
- C. Luminaire Design Pedestrian Walkway Lights
 - (1) The luminaire shall have LED light sources and roof mounted, down-lighting optics.
 - (2) The luminaire shall be UL or ETL listed in US and Canada.

D. Driver

- (1) The LED driver shall be securely mounted inside the fitter, for optimized performance and longevity.
- (2) The driver shall be UL Listed.
- (3) The driver shall have overload as well as short circuit protection.
- (4) The driver shall be a DC voltage output, constant current design, 50/60 HX.
- (5) The driver accepts input voltage from 120-277 (MDL). Optional 347-480 (MOH).
- (6) The driver shall have a minimum power factor of 0.90.
- (7) The driver shall be rated at full load with THO less than 20%.
- (8) The driver is dimmable using 0-10V signal.
- (9) The luminaire shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection according to IEEE/ANSI C62.41.2 guidelines.
- (10)The LED driver shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation.

E. LED's

- (1) The LEDs shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface.
- (2) The LEDs shall be attached to the printed circuit board with not less than 90% pure silver to ensure optimal electrical and thermal conductivity.
- (3) The LEDs and printed circuit boards shall be protected from moisture and corrosion by a conformal coating of 1 to 3 mils.
- (4) The LEDs and printed circuit board construction shall be environmentally friendly and 100% recyclable. They shall not contain lead, mercury or any other hazardous substances and shall be RoHS compliant.
- (5) The LED life rating data shall be determined according to IESNA LM-80.

F. Optics

- (1) The luminaire shall be provided with individual acrylic retractor type optics applied to each LED.
- (2) The luminaire shall provide distributions as listed in the luminaire schedule per IESNA classifications. Testing shall be done according to IESNA LM-79.

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G. LED Performance

- (1) The LEDs and LED driver shall operate over a -40 degree F to +122 degree F ambient temperature range.
- (2) The high performance white LEDs will have a life expectancy of approximately 70,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25 degrees C.
- (3) The high brightness, high output LEDs shall have a Color Rendering Index greater than or equal to 70.

H. Finish

- (1) Prior to coating, the luminaire shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse-osmosis water rinsing and non-chrome sealing to ensure corrosion resistance and excellent adhesion for the finish coat.
- (2) The finish coat shall be an electrostatically applied semi-gloss, super durable polyester powder coat, based on at 400 degrees F to provide a durable color retentive finish.
- 3. Bracket Arm. Bracket Arm shall be Lumec Model Number IF-1A-R5@6-270deg-BKTX "shepard's crook" style.
- 4. 15' Pole. Lumec Model Number SAM8V-15-BABS18(2)-CAP1-DRI-BKTX'
 - (1) Pull shaft shall be made from 5-9/16" round extruded 6061-T6 aluminum tubing, having a .250 inch wall thickness, welded to the pole base.
 - (2) Joint cover shall be two piece round joint cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.
 - (3) Pull base shall be made from an 8-5/8" round extruded 6061-T6 aluminum tubing base having a .148 inch wall thickness, welded to both the bottom and top of the anchor plate.
 - (4) Bass cover Shelby two piece round base cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.
 - (5) Decorative flat pole cap, manufacture's model number CAP1.
 - (6) Weather resistant duplex receptacle, rated 120 volts complete with an in-use weatherproof aluminum painted cover. Manufacturer's model number DR.

5. Decorative Banner Arm.

- (1) Two banner arms per pole, single position, upper and lower.
- (2) Banner arms shall be made of 1-1/16" outside diameter steel tubing.
- (3) Break-Away lower arm.
- (4) Arms mechanically assembled to the pole, complete with standard cast aluminum decorative ball.

C Construction

- 1. Take care in fixture placement to maintain the alignment, spacing's, layout and general arrangement shown on Drawings. Dimensions may vary slightly to clear obstructions. Major changes from the design must be approved by engineer.
- 2. Install street light fixtures and poles according to manufacturer's recommendations.
- 3. Adjust street light poles and fixtures to be plumb and level.

D Measurement

The department will measure 15-Foot Decorative Light Pole, Decorative Luminaire Arm, Decorative LED Luminaire, and Decorative Banner Arm as each unit acceptably completed.

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E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.301	15-Foot Decorative Light Pole	EACH
SPV.0060.302	Decorative Luminaire Arm	EACH
SPV.0060.303	Decorative LED Luminaire	EACH
SPV.0060.304	Decorative Pole Mounted Banner Arm	EACH

Payment is full compensation for providing and installing all materials including poles, transformer bases, pole wiring, luminaires, lamps, and necessary hardware.

52. Concrete Base Type 5 Modified, Item SPV.0060.305.

A Description

This section describes constructing concrete bases for light poles, modified to reflect bolt circle pattern of the lighting pole specified.

B Materials

Furnish materials per standard spec 654.2.

C Construction

Construct concrete bases per standard spec 654.3. Contractor shall modify bolt circle to accept the 15-Foot Decorative Light Pole.

D Measurement

The department will measure Concrete Bases Modified as each individual base, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.305Concrete Base Type 5 ModifiedEACH

Payment is according to standard spec 654.5.

53. Adjusting Sanitary Manholes, Item SPV.0060.400.

A Description

This special provision describes providing adjusting sanitary manholes to finished grade elevation and replacing the internal seal.

B Materials

B.1 Mortar

Provide premixed, non-metallic, high strength, non-shrink grout that meets the requirements of ASTM C-191 and C-827. When mixed to a plastic consistency the grout shall have a 1-day compressive strength of 6,000 psi and a 28-day compressive strength of 9,000 psi.

B.2 Internal Seal

Provide an internal seal consisting of a flexible rubber sleeve, extensions, and stainless steel expansion bands. The rubber seal and extension shall meet the requirements of ASTM C-923 with a minimum of a 1500 psi tensile strength. The rubber sleeve shall be double, triple, or quadruple pleated.

The expansion bands shall be constructed from 16 gauge stainless steel conforming to ASTM C-923 with no welded attachments and shall have a minimum width of 1 ¾-inches. The bands shall have a minimum adjustment of 2 ½ diameter inches and the mechanism used to expand the band shall have the capacity to develop the pressures necessary to create a watertight seal. The band shall be held in place with a permanent locking mechanism.

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The internal seal shall be approved by the engineer prior to ordering the internal seal.

C Construction

Adjust the elevation of the manhole to the final elevation using the existing manhole casting and new concrete adjustment rings. All adjustment rings shall be set in a bed of mortar. Place the internal seal according to manufacturers' installation requirements.

D Measurement

The department will measure Adjusting Sanitary Manholes by the individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.400Adjusting Sanitary ManholesEACH

Payment is full compensation for providing internal seals, adjustment rings, mortar; for adjusting the manhole cover to the finished elevation; and for all other incidentals necessary for construction.

54. Adjusting Water Valve Boxes, Item SPV.0060.401.

A Description

This special provision describes adjusting existing water valve boxes to the final grade.

B Vacant

C Construction

Raise or lower the existing water valve box to the finished grade elevation.

If additional materials are needed to raise the valve box to the final grade contact Jim Hart at New Berlin Utilities, (262) 786-7086 to obtain additional materials.

D Measurement

The department will measure Adjusting Water Valve Boxes by each valve box locations, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.401Adjusting Water Valve BoxesEACH

Payment is full compensation for adjusting the water valve box to final elevation. Contractor shall verify with City of New Berlin official operation and access to valve.

55. Adjusting Water Manholes, Item SPV.0060.402.

A Description

This special provision describes providing adjusting water manholes to finished grade elevation.

B Materials

Provide premixed, non-metallic, high strength, non-shrink grout that meets the requirements of ASTM C-191 and C-827. When mixed to a plastic consistency the grout shall have a 1-day compressive strength of 6,000 psi and a 28-day compressive strength of 9,000 psi.

C Construction

Adjust the elevation of the manhole to the final elevation using the existing manhole casting and new concrete adjustment rings. All adjustment rings shall be set in a bed of mortar.

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D Measurement

The department will measure Adjusting Water Manholes by each manhole location, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.402Adjusting Water ManholesEACH

Payment is full compensation for providing adjustment rings, mortar; for adjusting the manhole cover to the finished elevation; and for all other incidentals necessary for construction. Contractor shall verify with City of New Berlin official operation and access to valve.

56. Remove and Reinstall Signal Cable, Item SPV.0090.200.

A Description

This special provision describes removing and reinstalling traffic signal as shown on the plans, according to the pertinent provisions of standard spec 655, and as hereinafter provided.

B Materials (Vacant)

Fully load a tri-axle dump truck to within 3 tons of the vehicle legal load limits and provide a minimum gross vehicle weight of 30 tons. Uniformly inflate all tires to the pressure recommended by the tire manufacturer for the applicable wheel load.

C Construction

Remove and reinstall existing traffic cable as shown in plans. Remove by pull backing the existing signal cable to nearest pull box outside of construction. Coil existing cable in pull box to protect the cable until it can be reinstalled and reconnected. Notify the Waukesha County Highway Department at (262) 548-7748 at least five working days prior to the removal of traffic signal cable.

D Measurement

The department will measure Remove and Reinstall Signal by the linear foot unit, acceptably completed.

E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.200
 Remove and Reinstall Signal Cable
 LF

Payment is full compensation for removing, protecting and reinstalling existing traffic signal cable.

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

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

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

I. BASIC CONCEPTS

2)

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

1)	On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour
	on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
	<u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
	Contract Goal: To maintain the intent of the Equal Employment Opportunity

program, it is a goal that 18 (number) TrANS Graduate(s) be utilized on this

contract.

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

implemented).

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

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that ___7__ (number) TrANS Apprentice(s) be utilized on this contract.

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

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

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

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

Description

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

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

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

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

1. Definitions

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

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

2. WisDOT DBE Program Compliance

a. Documentation Submittal

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

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

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

b. Verification of DBE Commitment

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

(1) DBE Goal Met

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

(2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

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

a. Solicitation Guidance for Prime Contractors:

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

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

b. Guidance for Evaluating DBE quotes

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

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

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

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

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

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

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

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

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

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

6. Counting DBE Participation

Assessing DBE Work

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

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

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

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

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

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

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

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

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

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

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

a. Issuing a Contract Change Order

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

b. Contractor Considerations

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

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

c. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

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

d. Evaluation and Response to the Request

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

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

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

e. DBE Utilization beyond the approved DBE Commitment

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

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

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

Special note on trucking

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

10. Commercially Useful Function

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

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

11. Credit Evaluation for DBE Primes

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

12. Joint Venture

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

13. Mentor-Protégé

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

14. Use of Joint Checks

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

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

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

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

15. Payment

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

Appendix A Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

Appendix B

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

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

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

When are quotes due?

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

Why partner with [Prime Contractor]?

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

Please check all that apply:

Signs/Posts/Markers

Survey/Staking

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

Please take our name off your monthly DBE contact list

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

Sample Contractor Solicitation Letter Page 2

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

REQUEST FOR QUOTE

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

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

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

X

X

Sample Contractor Solicitation Email - Simplified

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

ATTENTION DBEs

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

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

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

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

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

Prime Contractor Project Manager

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

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

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

ATTENTION WISDOT SUBCONTRACTORS

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

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

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

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

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

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

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

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

Appendix C Small Business Network (SBN) Overview

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

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

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

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

Appendix D

Good Faith Effort Evaluation Measures by categories referenced in DBE regulations

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

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

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

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (points added for each day prior to letting)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements.
 Page 22 of 36

GFE Evaluation Rubric – Phase 1 – Initial Review

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

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

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

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

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

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

GFE EVALUATION - PHASE 2 - Team Review

GFE Team completes:

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

Rating Scale:

GFE Approval:

Bona Fide = 6 or more categories color coded green.

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

GFE Approval:

Sufficient = 5 or more categories color coded green or yellow

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

GFE Denial:

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

Green = Exceeds expectations

Yellow = Meets expectations

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

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

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

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

Appendix E Good Faith Effort Best Practices

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

Primes

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

DBE

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

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

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

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

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

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

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

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

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

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

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

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

COMMITMENT TO SU						Departmen		sportation
DT1506 12/2021 s.84.06(2)			W-5	Project ID: Proposal#				
Prime Contractor: County:				Letting Date:				
This contract requires that a spec	ified percentage	of the work be subcontra	acted to a	Total \$ Value of				
disadvantaged business enterpris described in ASP-3. The submitte	se and that this i	nformation be submitted h the bid proposal consti	as utes vour	Prime Contract: DBE Contract Go	\$	%		
DBE commitment. Include Attach	ment A for DBE	s included on commitmer	t.	DBE Goal Achiev	-	0.00%		
This form must be completed	and returne	d for this proposal.			1			
1. DBE Firm	2. Work or Ite	ms to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE F Subconti		6. DBE a	
				O# L#				
				O# L#				
				O# L#				
				O# L#				
				0#				
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Government L Approved Ar	nounts							
A = \$ V = \$	% %		3	Deima Daueraset	Aire Circ	otum- O 7		
V - 5 Total = \$	%			Prime Representa	uve Sign	ature & L	Jate	
Signature:								
Date: Good faith effort approved:	Yes 🗌 N	lo 🗆		DBE Office Signat	ure & Da	te Appro	ved	

1

COMMITMENT TO SUBCONTRACT TO DBE ATTACHMENT A

CONFIRMATION OF PARTICIPATION

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



DOCUMENTATION:OF:GOOD:FAITH:EFFORT:

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

+

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

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

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

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

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

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

1.→ Solicitation Documentation:

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

2.→ Selected·Work·Items·Documentation:

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

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

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

4.→ Documentation of Negotiation with Interested DBEs:

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

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

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

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

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

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

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

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

this contract proposal, as demonstrated by my responses and a l-certify that the information given in the Documentation of Good for l-further understand that any willful falsification, fraudulent staten	Faith Efforts is true and correct to the best of my knowledge and belief. nent, or misrepresentation will result in appropriate sanctions, which may
involve debarment and/or prosecution under applicable state (Tra	ns·504)·and·Federal·laws.
	(Bidder/Authorized Representative Signature)
	00000
	(Print-Name)
	2000
}	(Title)

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

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

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

SOLICITATION·LOG-

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

SELECTED WORK-ITEMS-SOLICITED LOG

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

INFORMATION-PROVIDED-LOG

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

NEGOTIATIONS:LOG

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

ASSISTANCE-LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Acceptance and Final Payment

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

ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

A Description

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

B Categories of Work Items

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

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

C Fuel Index

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

The base Fuel Index (BFI) for this contract is \$3.90 per gallon.

D Computing the Fuel Cost Adjustment

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

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

$$FA = \left(\frac{CFI}{BFI} - 1\right) x Q x BFI$$

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

Where FA = Fuel Cost Adjustment (plus or minus)

CFI = Current Fuel Index BFI = Base Fuel Index

Q = Monthly total gallons of fuel

E Payment

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

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

Additional Special Provision 6 ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

416.2.4 Concrete Pavement Repair and Replacement

Replace the entire text with the following effective with the November 2022 letting:

- (1) Except as specified in 416.3.6 for inlaid rumble strips, use grade C concrete as specified in 501.
- (2) The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi.

416.2.5 Special High Early Strength Concrete Pavement Repair and Replacement

416.2.5.1 Composition and Proportioning of Concrete

Replace paragraph one with the following effective with the November 2022 letting:

(1) For the concrete mixture, use a minimum of 846 pounds of cementitious material per cubic yard of concrete. The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

455.2.4.3 Emulsified Asphalts

Replace paragraph one with the following effective with the November 2022 letting:

(1) Furnish material conforming, before dilution, to the following:

Anionic emulsified asphalts ^[1]	AASHTO M140
Cationic emulsified asphalts ^[1]	AASHTO M208
Polymer-modified cationic emulsified asphalts	AASHTO M316

[1] Non-tracking emulsified asphalts shall conform to TABLE 455-1 for the type and grade specified.

TABLE 455-1 Requirements for Non-Tracking Emulsified Asphalt

PRODUCT	ANTT	CNTT
Saybolt Viscosity at 77°F (25°C), (AASHTO T 59), SFS	15-100	15-100
Paddle Viscosity at 77°F (25°C), (AASHTO T 382), cPs ^[1]	30-200	30-200
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max	1 max
Residue by Distillation, 500 \pm 10 °F (260 \pm 5 °C), or Residue by Evaporation, 325 \pm 5 °F (163 \pm 3 °C), (AASHTO T 59), %	50 min	50 min
Sieve Test, No. 20 (850 μm), (AASHTO T 59), %	0.3	0.3
Penetration at 77°F (25°C), 100 g, 5 sec, (AASHTO T 49), dmm	10-40	10-40
Ash Content, (AASHTO T 111), %	1 max	1 max
Solubility in Trichlorethylene Test, (AASHTO T 44)[2]	97.5% min	97.5% min

^[1] Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).

455.2.5 Tack Coat

Replace paragraph one with the following effective with the November 2022 letting:

(1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, ANTT, CNTT, or modified emulsified asphalt with an "h" suffix, unless the contract specifies otherwise.

^[2] The solubility in Trichlorethylene test (AASHTO T 44) may be run in lieu of Ash Content (AASHTO T 111).

710.5.7 Corrective Action

710.5.7.1 Optimized Aggregate Gradations

Replace paragraph one with the following effective with the November 2022 letting:

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, notify the other party immediately and do one of the following:
 - Perform corrective action documented in the QC plan or as the engineer approves. Continue with the following:
 - 1. Document and provide corrective action results to the engineer as soon as they are available.
 - 2. Department will conduct two tests within the next business day after corrective action is complete.

If blended aggregate gradations are within the tarantula curve limits by the second department test:

- Continue with concrete production.
- Include a break in the 4-point running average.
- For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
- If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract requires an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit a new optimized aggregate gradation mix design.
- If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract does not require an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit either a new optimized aggregate gradation mix design or a combined aggregate gradation mix design.
- Submit a new optimized aggregate gradation mix design and perform the following:
 - 1. Restart control charts for the new mix design.
 - 2. Amend contractor Quality Control Plan

715.5 Payment

Replace the entire text with the following effective with the November 2022 letting:

715.5.1 General

(1) The department will pay incentive for concrete strength under the following bid items:

ITEM NUMBER	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day sublot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
 - Compressive strength of 3700 psi for pavements.
 - Flexural strength of 650 psi for pavements.
 - Compressive strength of 4000 psi for structures and barrier.
- (5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

715.5.2 Pavements

715.5.2.1 Compressive

(1) The department will adjust pay for each lot using equation "QMP 3.01" as follows:

Percent within Limits (PWL)

>= 95 to 100

(0.1 x PWL) – 9.5

>= 85 to < 95

>= 30 to < 85

(1.5/55 x PWL) – 127.5/55

-1.50

- (2) The department will not pay incentive if the lot standard deviation is greater than 400 psi compressive.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 3700 psi compressive by \$1.50 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.2.2 Flexural

(1) The department will adjust pay for each lot using equation "QMP 6.02" as follows:

Percent within Limits (PWL)

>= 95 to 100

>= 85 to < 95

>= 50 to < 85

< 50

Pay Adjustment (dollars per square yard)

(0.2 x PWL) – 19

(2.0/35 x PWL) – 170/35

-2.00

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi flexural.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 650 psi flexural by \$2.00 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.3 Structures and Cast-in-Place Barrier

(1) The department will adjust pay for each lot using equation "QMP 2.01" as follows:

Percent within Limits (PWL)

>= 99 to 100

>= 90 to < 99

>= 50 to < 90

<p>(7/8 x PWL) – 78.75
-35

- (2) The department will not pay incentive if the lot standard deviation is greater than 350 psi.
- (3) For lots with less than 4 sublots, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 4000 psi by \$35 per cubic yard.

ADDITIONAL SPECIAL PROVISION 7

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

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

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

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

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

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

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

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

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

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

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

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

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

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

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and

- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- **9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.
- * \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

- equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on 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 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
 "First Tier Covered Transactions" refers to any covered
 transaction between a recipient or subrecipient of Federal
 funds and a participant (such as the prime or general contract).
 "Lower Tier Covered Transactions" refers to any covered
 transaction under a First Tier Covered Transaction (such as
 subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general 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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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355:
- (b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- **6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English
 Proficiency, and resulting agency guidance, national origin discrimination includes discrimination
 because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take
 reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed.
 Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

County	<u>%</u>	County	<u>%</u>	County	%
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BUY AMERICA PROVISION

Buy America (as documented in M-22-11 from the Office of Management and Budget: https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from smelting forward in the manufacturing process) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983, and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

Attach a list of iron or steel exemptions and their associated costs to the certification form.

CARGO PREFERENCE ACT REQUIREMENT

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

- (a) Agreement Clauses. "Use of United States-flag vessels:"
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID

I. PREVAILING WAGE RATES

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

II. COVERAGE OF TRUCK DRIVERS

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

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

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

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

Details are available online at:

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

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

III. POSTINGS AT THE SITE OF THE WORK

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

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

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

IV. RESOURCES

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

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

"General Decision Number: WI20220010 12/16/2022

Superseded General Decision Number: WI20210010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

|If the contract was awarded on|. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

1	01/21/2022
2	02/04/2022
3	02/25/2022
4	03/11/2022
5	03/18/2022
6	04/29/2022
7	05/13/2022
8	06/17/2022
9	07/08/2022
10	07/22/2022
11	07/29/2022
12	08/12/2022
13	09/16/2022
14	10/14/2022
15	12/16/2022

BRWI0001-002 06/01/2021

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 36.81	25.17
BRWI0002-002 06/01/2021		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIES	
	Rates	Fringes
BRICKLAYER	\$ 44.35	23.89
BRWI0002-005 06/01/2021		

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 37.73	24.15
BRWI0003-002 06/01/2021		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, ANI	O OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 37.03	24.95
BRWI0004-002 06/01/2021		
KENOSHA, RACINE, AND WALWORTH CO	UNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 41.30	26.03

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER		-
	·· 57 · 70	
BRWI0007-002 06/01/2021	·TEC	
GREEN, LAFAYETTE, AND ROCK COUNT	IES	
	Rates	Fringes
BRICKLAYER	•	25.31
BRWI0008-002 06/01/2021		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	JNTIES
	Rates	Fringes
BRICKLAYER	.\$ 42.38	24.64
BRWI0011-002 06/01/2021		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN (COUNTIES
	Rates	Fringes
BRICKLAYER BRWI0019-002 06/01/2021	· · · · · · · · · · · · · · · · · · ·	24.95
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER	.\$ 36.31	25.67
BRWI0034-002 06/01/2021		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER		25.16
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen	.\$ 41.19	27.05
CARP0264-003 06/01/2016		
WENCELA MILLIAUWEE OZALIWEE DAG	TAIL HALVECUA	AND HACHTMOTON

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON

	Rates	Fringes
CARPENTER	.\$ 35.78	22.11
* CARP0310-002 06/05/2022		
Ashland, Bayfield, Forest, Iron, Oneida, Shawano, Taylor and Vila		oln, Marathon,
	Rates	Fringes
CARPENTER	.\$ 37.37	26.12 25.96
Columbia, Dane, Dodge, Grant, Gr Lafayette, Richland, Rock, Sauk		erson,
	Rates	Fringes
CARPENTERPiledriver	.\$ 37.37	26.12 25.96
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND DO	UGLAS COUNTIES	
	Rates	Fringes
CARPENTER	•	
* CARP0731-002 06/05/2022		
Calumet (Eastern portion of the and Sheboygan	County), Fond Du	ı Lac, Manitowoc
	Rates	Fringes
CARPENTERPiledriver	•	26.12 25.96
* CARP0804-001 06/05/2022		
Adams, Juneau, Portage and Wood		
	Rates	Fringes
CARPENTERPiledriver	.\$ 37.37	26.12 25.96
* CARP0955-002 06/01/2022		
Calumet (western portion of Coun	ty) Fond Du Lac	Green Lake

Calumet (western portion of County), Fond Du Lac, Green Lake, Marquette, Outagamie and Winnebago

Rates Fringes

CARPENTER		26.12 25.96
MILLUDICUT	Rates	Fringes
MILLWRIGHT * CARP1074-002 06/01/2022	\$ 38.00 	26.78
Barron, Burnett, Chippewa, Clark, Pierce, Polk, Rusk, Sawyer, St. C	•	

	Kates	Fringes
CARPENTERPILEDRIVER	•	26.12 25.96

^{*} CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes
CARPENTERPILEDRIVER	•	26.12 25.96

^{*} CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes	
CARPENTER	\$ 36.80	26.12	
PILEDRIVER	\$ 37.37	25.96	

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes	
PILEDRIVERMAN			
Zone A	\$ 31.03	22.69	
Zone B	\$ 31.03	22.69	
			_

ELEC0014-002 05/29/2022

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

Electricians:......\$ 38.49 22.09

ELEC0014-007 05/29/2022

REMAINING COUNTIES

Rates Fringes

Teledata System Installer......\$ 29.63 3%+16.18
Installer/Technician......\$ 28.50 15.92

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2021

KENOSHA COUNTY

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN......\$ 36.14 29.75%+10.26

ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 43.38 23.13

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

Electricians:

Electrical contracts over

\$180,000 Electrical contracts under	.\$ 33.94	21.80
\$180,000	.\$ 31.75	21.73
ELEC0242-005 05/30/2021		
DOUGLAS COUNTY		
	Rates	Fringes
Electricians:	.\$ 41.37	69.25%
ELEC0388-002 05/30/2021		
ADAMS, CLARK (Colby, Freemont, L Sherwood, Unity), FOREST, JUNEA MARINETTE (Beecher, Dunbar, Good West of a line 6 miles West of t County), ONEIDA, PORTAGE, SHAWAN AND WOOD COUNTIES	U, LANGLADE, LII man & Pembine), he West boundary	NCOLN, MARATHON, MENOMINEE (Area y of Oconto
	Rates	Fringes
Electricians:	.\$ 36.22	26%+11.24
ELEC0430-002 06/01/2022		
RACINE COUNTY (Except Burlington	Township)	
	Rates	Fringes
Electricians:	.\$ 45.02	24.35
ELEC0494-005 06/01/2021		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA CO	UNTIES
	Rates	Fringes
Electricians:		25.67
ELEC0494-006 06/01/2021		
CALUMET (Township of New Holstei including Chester Township), FON (Schleswig), and SHEBOYGAN COUNT	D DU LAC, MANITO	
	Rates	Fringes
Electricians:	.\$ 37.91	Fringes 22.74
Electricians: ELEC0494-013 06/01/2021	.\$ 37.91	-
	.\$ 37.91 Chester Twp, exo n), MILWAUKEE, (22.74 cluding Emmet DZAUKEE,
ELEC0494-013 06/01/2021 DODGE (East of Hwy 26 including Twp), FOND DU LAC (Except Waupui	.\$ 37.91 Chester Twp, exo n), MILWAUKEE, (22.74 cluding Emmet DZAUKEE,
ELEC0494-013 06/01/2021 DODGE (East of Hwy 26 including Twp), FOND DU LAC (Except Waupui	.\$ 37.91 Chester Twp, exon), MILWAUKEE, ON, AND WAUKESHA	22.74 cluding Emmet DZAUKEE, COUNTIES

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

ELEC0577-003 06/01/2021

Power Equipment Operator

Group 1.....\$ 43.27

Group 2.....\$ 42.77

Group 3.....\$ 42.27

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:	.\$ 35.66	29.50%+10.00
ELEC0890-003 06/01/2021		
DODGE (Emmet Township only), GREE RACINE (Burlington Township), ROO		
	Rates	Fringes
Electricians:	.\$ 39.00	25.95%+11.17
ELEC0953-001 06/02/2019		
	Rates	Fringes
Line Construction: (1) Lineman	.\$ 47.53	21.43
Opérator	.\$ 42.78	19.80
(3) Equipment Operator		18.40
(4) Heavy Groundman Driver.		16.88
(5) Light Groundman Driver.		16.11
(6) Groundsman	.\$ 26.14	14.60
ENGI0139-005 06/01/2022		

Rates

Fringes

25.95

25.95

25.95

Group 4	\$ 42.01	25.95
Group 5	\$ 41.72	25.95
Group 6	\$ 35.82	25.95

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material haule	r with or withou	ıt ejector.
IRON0008-002 06/13/2022		
BROWN, CALUMET, DOOR, FOND DU LA MARINETTE, OCONTO, OUTAGAMI, SHA COUNTIES:		
	Rates	Fringes
IRONWORKER	.\$ 41.00	28.95
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christ		uly 4th, Labor
IRON0008-003 06/01/2021		
KENOSHA, MILWAUKEE, OZAUKEE, RAC WASHINGTON, AND WAUKESHA COUNTIE		I.E. 2/3),
	Rates	Fringes
IRONWORKER	.\$ 40.57	28.40
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christ		uly 4th, Labor
IRON0383-001 06/05/2022		
ADAMS, COLUMBIA, CRAWFORD, DANE, GRANT, GREENE, (Excluding S.E. t JEFFERSON, JUNEAU, LA CROSSE, LA MARQUETTE, MENOMINEE, MONROE, PO area, vicinity of Edgerton and M WAUSHARA, AND WOOD COUNTIES	ip), GREEN LAKE, FAYETTE, LANGLAD RTAGE, RICHLAND,	IOWA, DE, MARATHON, ROCK (Northern
	Rates	Fringes
IRONWORKER	· ·	28.58
IRON0498-005 06/01/2021		
GREEN (S.E. 1/3), ROCK (South of WALWORTH (S.W. 1/3) COUNTIES:	Edgerton and Mi	lton), and
	Rates	Fringes
IRONWORKER	·	44.41
IRON0512-008 05/01/2022		
DADDON DUEEALO CUEDDELA CLADA	DUNN FALL CLAT	THE TACKCOM

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

COUNTIES

<pre>IRONWORKER</pre>		\$ 41.00	33.11
TRANSFAS ASA	OF /O4 /2022		

IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	.\$ 36.94	33.11
LABO0113-002 06/01/2022		

MILWAUKEE AND WAUKESHA COUNTIES

		Rates	Fringes
LABORER			
Group	1	32.65	23.09
Group	2\$	32.80	23.09
Group	3	33.00	23.09
Group	4	33.15	23.09
Group	5	33.30	23.09
Group	6	29.14	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2022

OZAUKEE AND WASHINGTON COUNTIES

		Rates	Fringes
LABORER			
Group	1\$	31.90	23.09
Group	2\$	32.00	23.09
Group	3\$	32.05	23.09
Group	4\$	32.25	23.09
Group	5\$	32.10	23.09
Group	6\$	28.99	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2022

KENOSHA AND RACINE COUNTIES

	F	Rates	Fringes
LABORER			
Group	1\$	31.71	23.09
Group	2\$	31.86	23.09
Group	3\$	32.06	23.09
Group	4\$	32.03	23.09
Group	5\$	32.36	23.09
Group	6\$	28.85	23.09

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

		Rates	Fringes
LABORER			
Group	1\$	36.42	18.68
Group	2\$	36.52	18.68
Group	3\$	36.57	18.68
Group	4\$	36.77	18.68
Group	5\$	36.62	18.68
Group	6\$	33.05	18.68

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2022

DANE COUNTY

	ı	Rates	Fringes
LABORER			
Group	1\$	36.70	18.68
Group	2\$	36.80	18.68
Group	3\$	36.85	18.68
Group	4\$	37.05	18.68
Group	5\$	36.90	18.68
Group	6\$	33.05	18.68

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;

Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2022

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters: New:			
	D 11	22.00	22 72
•	Roller\$		22.70
, ,,	Sandblast, Steel\$	34.59	22.70
Repaint	•		
Brush,	Roller\$	33.09	22.70
Spray,	Sandblast, Steel\$	32.49	22.70

PAIN0108-002 06/01/2022

RACINE COUNTY

	Rates	Fringes	
Painters:			
Brush, Roller	\$ 39.60	21.79	
Spray & Sandblast	\$ 40.60	21.79	

PAIN0259-002 05/01/2008

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

	Rates	Fringes	
PAINTER	\$ 24.11	12.15	
PAIN0259-004 05/01/2015			

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

	Rates	Fringes
PAINTER	\$ 22.03	12.45

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge	\$ 38.15	24.80
Brush	\$ 37.40	24.80
Spray & Sandblast	\$ 38.15	24.80

PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER Brush	\$ 29.98	18.78
PREMIUM PAY: Structural Steel, Spray, Bridg hour.	ges = \$1.00 ad	lditional per

* PAIN0802-003 06/01/2022

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes	
PAINTER	\$ 34.68	18.94	
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
DI ASA599-010 06/01/2021		

PLAS0599-010 06/01/2021

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area	1\$	42.06	20.87
Area	2 (BAC)\$	37.73	23.80
Area	3\$	38.74	22.46
Area	4\$	38.59	22.66
Area	5\$	38.16	22.98
Area	6\$	34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

Dates

Fningoc

TEAM0039-001 06/01/2021

	Kates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids, Dumptor & Articulated,	.\$ 32.57	23.81
Truck Mechanic	.\$ 32.72	23.81
WELL DRILLER	.\$ 16.52	3.70

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.







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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	12.000 STA	·	
0004	201.0120 Clearing	92.000 ID		
0006	201.0205 Grubbing	12.000 STA		
8000	201.0220 Grubbing	92.000 ID		
0010	204.0100 Removing Concrete Pavement	91,000.000 SY	<u>-</u>	
0012	204.0150 Removing Curb & Gutter	3,223.000 LF		
0014	204.0155 Removing Concrete Sidewalk	4,270.000 SY		<u> </u>
0016	204.0170 Removing Fence	179.000 LF	<u></u>	
0018	204.0195 Removing Concrete Bases	60.000 EACH	<u>-</u>	
0020	204.0210 Removing Manholes	3.000 EACH	<u></u>	
0022	204.0220 Removing Inlets	101.000 EACH		·
0024	204.0245 Removing Storm Sewer (size) 001. 12-inch	1,478.000 LF		
0026	204.0245 Removing Storm Sewer (size) 002. 15-inch	104.000 LF	·	·
0028	204.0245	66.000		
	Removing Storm Sewer (size) 003. 18-inch	LF	<u> </u>	
0030	204.0245 Removing Storm Sewer (size) 004. 24-	266.000 LF	·	
	inch			







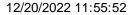
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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 005. 27-	Units 8.000 LF		
0034	inch 204.0245	47.000		
0034	Removing Storm Sewer (size) 006. 36-inch	47.000 LF		
0036	204.0245 Removing Storm Sewer (size) 007. 42-inch	185.000 LF		
0038	204.9060.S Removing (item description) 001. Traffic Signals Moorland Rd (CTH O) and Beloit Rd (CTH I)	1.000 EACH	·	·
0040	204.9060.S Removing (item description) 002. Traffic Signals Moorland Rd (CTH O) and Target Driveway	1.000 EACH	·	·
0042	204.9060.S Removing (item description) 003. Traffic Signals Moorland Rd (CTH O) and Mayflower Drive	1.000 EACH	·	·
0044	204.9060.S Removing (item description) 004. Traffic Signals Moorland Rd (CTH O) and Howard Avenue	1.000 EACH	·	
0046	204.9060.S Removing (item description) 005. Traffic Signals Moorland Rd (CTH O) and National Ave (CTH ES)	1.000 EACH	·	·
0048	205.0100 Excavation Common	80,561.000 CY		
0050	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	40.500 TON		
0052	213.0100 Finishing Roadway (project) 001. 2722- 07-72	1.000 EACH		
0054	305.0110 Base Aggregate Dense 3/4-Inch	6.000 TON		





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Proposal Schedule of Items

Federal ID(s): WISC 2023227

SECTION: 0001

Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0056	305.0120 Base Aggregate Dense 1 1/4-Inch	43,844.000 TON		
0058	310.0110 Base Aggregate Open-Graded	125.000 TON		
0060	312.0110 Select Crushed Material	61,104.000 TON		
0062	405.0200 Coloring Concrete Custom	11.000 CY		
0064	405.1000 Stamping Colored Concrete	114.000 CY		
0066	415.0105 Concrete Pavement 10 1/2-Inch	86,057.000 SY		·
0068	415.0210 Concrete Pavement Gaps	24.000 EACH		
0070	415.1105 Concrete Pavement HES 10 1/2-Inch	2,325.000 SY		
0072	416.0170 Concrete Driveway 7-Inch	1,294.000 SY		
0074	416.0270 Concrete Driveway HES 7-Inch	209.000 SY		
0076	416.0610 Drilled Tie Bars	403.000 EACH		
0078	416.0620 Drilled Dowel Bars	164.000 EACH		<u> </u>
0080	450.4000 HMA Cold Weather Paving	13.000 TON		
0082	455.0605 Tack Coat	425.000 GAL		
0084	460.2000 Incentive Density HMA Pavement	260.000 DOL	1.00000	260.00
0086	460.5224 HMA Pavement 4 LT 58-28 S	246.000 TON		
0088	460.6223 HMA Pavement 3 MT 58-28 S	130.000 TON	·	







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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	460.6224 HMA Pavement 4 MT 58-28 S	65.000 TON		
0092	465.0105 Asphaltic Surface	134.000 TON		
0094	465.0120 Asphaltic Surface Driveways and Field Entrances	118.000 TON		
0096	465.0125 Asphaltic Surface Temporary	524.000 TON		
0098	520.8000 Concrete Collars for Pipe	73.000 EACH	·	
0100	601.0405 Concrete Curb & Gutter 18-Inch Type A	344.000 LF		
0102	601.0407 Concrete Curb & Gutter 18-Inch Type D	306.000 LF	·	
0104	601.0409 Concrete Curb & Gutter 30-Inch Type A	35,749.000 LF	·	
0106	601.0411 Concrete Curb & Gutter 30-Inch Type D	563.000 LF	·	
0108	601.0600 Concrete Curb Pedestrian	593.000 LF		
0110	602.0410 Concrete Sidewalk 5-Inch	33,598.000 SF		
0112	602.0505 Curb Ramp Detectable Warning Field Yellow	436.000 SF	·	·
0114	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	223.000 SF		
0116	602.2400 Concrete Safety Islands	3,830.000 SF		
0118	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	97.000 LF	<u></u>	



12/20/2022 11:55:52



Proposal Schedule of Items

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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,599.000 LF	·	·
0122	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	153.000 LF		
0124	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	206.000 LF		
0126	608.0421 Storm Sewer Pipe Reinforced Concrete Class IV 21-Inch	80.000 LF		
0128	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	244.000 LF	·	
0130	608.0427 Storm Sewer Pipe Reinforced Concrete Class IV 27-Inch	8.000 LF		·
0132	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	38.000 LF	·	
0134	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	114.000 LF	·	·
0136	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	125.000 LF	·	
0138	611.0420 Reconstructing Manholes	2.000 EACH		
0140	611.0430 Reconstructing Inlets	11.000 EACH		
0142	611.0530 Manhole Covers Type J	14.000 EACH		
0144	611.0606 Inlet Covers Type B	16.000 EACH		
0146	611.0624 Inlet Covers Type H	100.000 EACH		







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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	611.2004 Manholes 4-FT Diameter	3.000 EACH		
0150	611.2005 Manholes 5-FT Diameter	8.000 EACH		
0152	611.2006 Manholes 6-FT Diameter	16.000 EACH	<u>-</u>	
0154	611.2007 Manholes 7-FT Diameter	3.000 EACH	<u>-</u>	
0156	611.2008 Manholes 8-FT Diameter	4.000 EACH		
0158	611.3004 Inlets 4-FT Diameter	57.000 EACH		
0160	611.3230 Inlets 2x3-FT	26.000 EACH		·
0162	611.8110 Adjusting Manhole Covers	11.000 EACH		
0164	611.8115 Adjusting Inlet Covers	39.000 EACH		·
0166	611.8120.S Cover Plates Temporary	8.000 EACH		·
0168	612.0104 Pipe Underdrain 4-Inch	4,004.000 LF		
0170	612.0204 Pipe Underdrain Unperforated 4-Inch	1,055.000 LF		
0172	612.0902.S Insulation Board Polystyrene (inch) 001. 2-inch	40.000 SY		
0174	619.1000 Mobilization	1.000 EACH	<u></u>	
0176	620.0300 Concrete Median Sloped Nose	879.000 SF		
0178	623.0200 Dust Control Surface Treatment	44,330.000 SY	·	







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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	624.0100 Water	2,255.120 MGAL		
0182	625.0100 Topsoil	19,122.000 SY		
0184	627.0200 Mulching	19,122.000 SY		·
0186	628.1104 Erosion Bales	100.000 EACH		
0188	628.1504 Silt Fence	435.000 LF		
0190	628.1520 Silt Fence Maintenance	864.000 LF		
0192	628.1905 Mobilizations Erosion Control	10.000 EACH		
0194	628.1910 Mobilizations Emergency Erosion Control	10.000 EACH		
0196	628.2008 Erosion Mat Urban Class I Type B	100.000 SY		
0198	628.6510 Soil Stabilizer Type B	15.000 ACRE		
0200	628.7005 Inlet Protection Type A	220.000 EACH		
0202	628.7010 Inlet Protection Type B	19.000 EACH		
0204	628.7020 Inlet Protection Type D	299.000 EACH		
0206	628.7555 Culvert Pipe Checks	7.000 EACH		
0208	628.7560 Tracking Pads	8.000 EACH		
0210	629.0210 Fertilizer Type B	37.000 CWT		
0212	630.0200 Seeding Temporary	473.000 LB		





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Proposal Schedule of Items

Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0214	630.0500 Seed Water	449.000 MGAL		
0216	631.0300 Sod Water	449.000 MGAL		
0218	631.1000 Sod Lawn	19,117.000 SY	·	
0220	637.2210 Signs Type II Reflective H	1,545.460 SF		
0222	637.2215 Signs Type II Reflective H Folding	187.120 SF	·	<u> </u>
0224	637.2230 Signs Type II Reflective F	214.000 SF		·
0226	638.2102 Moving Signs Type II	14.000 EACH	·	·
0228	638.2602 Removing Signs Type II	215.000 EACH	·	
0230	638.3000 Removing Small Sign Supports	111.000 EACH	·	
0232	642.5401 Field Office Type D	1.000 EACH	·	
0234	643.0300 Traffic Control Drums	186,540.000 DAY	·	
0236	643.0420 Traffic Control Barricades Type III	33,926.000 DAY	·	
0238	643.0500 Traffic Control Flexible Tubular Marker Posts	1,820.000 EACH		
0240	643.0600 Traffic Control Flexible Tubular Marker Bases	1,820.000 EACH		
0242	643.0705 Traffic Control Warning Lights Type A	44,916.000 DAY		
0244	643.0715 Traffic Control Warning Lights Type C	11,624.000 DAY		·







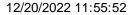
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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0246	643.0800 Traffic Control Arrow Boards	665.000 DAY		
0248	643.0900 Traffic Control Signs	44,611.000 DAY		
0250	643.0920 Traffic Control Covering Signs Type II	30.000 EACH		
0252	643.1050 Traffic Control Signs PCMS	224.000 DAY		
0254	643.3105 Temporary Marking Line Paint 4-Inch	22,922.000 LF		
0256	643.3150 Temporary Marking Line Removable Tape 4-Inch	54,080.000 LF		·
0258	643.3205 Temporary Marking Line Paint 8-Inch	2,404.000 LF	·	<u> </u>
0260	643.3250 Temporary Marking Line Removable Tape 8-Inch	6,710.000 LF	·	
0262	643.3805 Temporary Marking Stop Line Paint 18- Inch	205.000 LF		
0264	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	516.000 LF		
0266	643.5000 Traffic Control	1.000 EACH		
0268	644.1410 Temporary Pedestrian Surface Asphalt	383.000 SF		
0270	644.1440 Temporary Pedestrian Surface Matting	578.000 SF		
0272	644.1601 Temporary Pedestrian Curb Ramp	396.000 DAY		
0274	644.1605 Temporary Pedestrian Detectable Warning Field	104.000 SF		







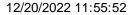
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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0276	644.1810 Temporary Pedestrian Barricade	1,048.000 LF		
0278	645.0111 Geotextile Type DF Schedule A	1,572.000 SY		
0280	645.0120 Geotextile Type HR	600.000 SY		
0282	645.0220 Geogrid Type SR	10,050.000 SY		
0284	646.1020 Marking Line Epoxy 4-Inch	40,291.000 LF		
0286	646.3020 Marking Line Epoxy 8-Inch	9,500.000 LF		
0288	646.5020 Marking Arrow Epoxy	91.000 EACH		
0290	646.5120 Marking Word Epoxy	24.000 EACH		
0292	646.6120 Marking Stop Line Epoxy 18-Inch	866.000 LF		
0294	646.6464 Cold Weather Marking Epoxy 4-Inch	20,155.000 LF		
0296	646.6468 Cold Weather Marking Epoxy 8-Inch	4,755.000 LF		
0298	646.7120 Marking Diagonal Epoxy 12-Inch	2,828.000 LF	·	
0300	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	2,789.000 LF	·	
0302	646.8120 Marking Curb Epoxy	880.000 LF		
0304	646.8220 Marking Island Nose Epoxy	47.000 EACH		
0306	646.9000 Marking Removal Line 4-Inch	13,879.000 LF		







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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0308	646.9010 Marking Removal Line Water Blasting 4- Inch	2,599.000 LF		
0310	646.9100 Marking Removal Line 8-Inch	3,409.000 LF		
0312	646.9110 Marking Removal Line Water Blasting 8- Inch	618.000 LF		
0314	646.9200 Marking Removal Line Wide	237.000 LF		
0316	646.9210 Marking Removal Line Water Blasting Wide	190.000 LF		
0318	650.4000 Construction Staking Storm Sewer	117.000 EACH		
0320	650.5000 Construction Staking Base	26,307.000 LF		
0322	650.5500 Construction Staking Curb Gutter and Curb & Gutter	36,962.000 LF		
0324	650.7000 Construction Staking Concrete Pavement	86,057.000 LF		
0326	650.8501 Construction Staking Electrical Installations (project) 001. 2722-07-72	1.000 EACH		
0328	650.9000 Construction Staking Curb Ramps	49.000 EACH		
0330	650.9500 Construction Staking Sidewalk (project) 001. 2722-07-72	1.000 EACH		
0332	650.9911 Construction Staking Supplemental Control (project) 001. 2722-07-72	1.000 EACH	·	
0334	650.9920 Construction Staking Slope Stakes	25,726.000 LF		







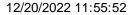
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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0336	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	4,158.000 LF		
0338	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	13,536.000 LF	·	
0340	652.0800 Conduit Loop Detector	100.000 LF		
0342	653.0135 Pull Boxes Steel 24x36-Inch	4.000 EACH		
0344	653.0140 Pull Boxes Steel 24x42-Inch	59.000 EACH		
0346	653.0905 Removing Pull Boxes	50.000 EACH		
0348	654.0101 Concrete Bases Type 1	18.000 EACH		
0350	654.0102 Concrete Bases Type 2	12.000 EACH		
0352	654.0105 Concrete Bases Type 5	2.000 EACH		
0354	654.0110 Concrete Bases Type 10	4.000 EACH		
0356	654.0120 Concrete Bases Type 10-Special	12.000 EACH		
0358	654.0217 Concrete Control Cabinet Bases Type 9 Special	4.000 EACH	<u>-</u>	
0360	655.0230 Cable Traffic Signal 5-14 AWG	2,777.000 LF		
0362	655.0240 Cable Traffic Signal 7-14 AWG	597.000 LF		
0364	655.0260 Cable Traffic Signal 12-14 AWG	7,264.000 LF		
0366	655.0270 Cable Traffic Signal 15-14 AWG	2,613.000 LF		·







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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0368	655.0320 Cable Type UF 2-10 AWG Grounded	3,041.000 LF		
0370	655.0515 Electrical Wire Traffic Signals 10 AWG	6,654.000 LF		
0372	655.0610 Electrical Wire Lighting 12 AWG	5,091.000 LF		
0374	655.0625 Electrical Wire Lighting 6 AWG	19,730.000 LF		
0376	655.0800 Loop Detector Wire	310.000 LF		
0378	656.0201 Electrical Service Meter Breaker Pedestal (location) 001. Moorland Rd (CTH O) and Target Driveway	1.000 EACH	·	·
0380	656.0201 Electrical Service Meter Breaker Pedestal (location) 002. Moorland Rd (CTH O) and Mayflower Drive	1.000 EACH	·	·
0382	656.0201 Electrical Service Meter Breaker Pedestal (location) 003. Moorland Rd (CTH O) and Howard Avenue	1.000 EACH	·	·
0384	656.0201 Electrical Service Meter Breaker Pedestal (location) 004. Moorland Rd (CTH O) and National Ave (CTH ES)	1.000 EACH		·
0386	657.0100 Pedestal Bases	17.000 EACH	·	
0388	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	17.000 EACH		
0390	657.0310 Poles Type 3	12.000 EACH		<u></u>
0392	657.0322 Poles Type 5-Aluminum	1.000 EACH		
0394	657.0345 Poles Type 9	1.000 EACH	·	·







Proposal Schedule of Items

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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0396	657.0347 Poles Type 9-Special	9.000 EACH		
0398	657.0350 Poles Type 10	3.000 EACH		
0400	657.0352 Poles Type 10-Special	3.000 EACH		
0402	657.0420 Traffic Signal Standards Aluminum 13-FT	6.000 EACH		
0404	657.0425 Traffic Signal Standards Aluminum 15-FT	8.000 EACH		
0406	657.0430 Traffic Signal Standards Aluminum 10-FT	3.000 EACH	·	
0408	657.0515 Monotube Arms 15-FT	1.000 EACH		·
0410	657.0525 Monotube Arms 25-FT	2.000 EACH	·	·
0412	657.0530 Monotube Arms 30-FT	1.000 EACH		·
0414	657.0536 Monotube Arms 35-FT-Special	1.000 EACH	·	·
0416	657.0541 Monotube Arms 40-FT-Special	6.000 EACH	·	·
0418	657.0546 Monotube Arms 45-FT-Special	5.000 EACH	·	
0420	657.0614 Luminaire Arms Single Member 4-Inch Clamp 8-FT	22.000 EACH	·	
0422	657.0615 Luminaire Arms Single Member 4 1/2- Inch Clamp 8-FT	2.000 EACH	·	
0424	657.0810 Luminaire Arms Steel 10-FT	6.000 EACH		
0426	658.0173 Traffic Signal Face 3S 12-Inch	62.000 EACH		



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Proposal Schedule of Items

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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0428	658.0174 Traffic Signal Face 4S 12-Inch	20.000 EACH		
0430	658.0416 Pedestrian Signal Face 16-Inch	30.000 EACH		
0432	658.0500 Pedestrian Push Buttons	39.000 EACH		
0434	658.5070 Signal Mounting Hardware (location) 001. Moorland Rd (CTH O) and Target Driveway	1.000 EACH	·	
0436	658.5070 Signal Mounting Hardware (location) 002. Moorland Rd (CTH O) and Mayflower Drive	1.000 EACH		
0438	658.5070 Signal Mounting Hardware (location) 003. Moorland Rd (CTH O) and Howard Avenue	1.000 EACH		
0440	658.5070 Signal Mounting Hardware (location) 004. Moorland Rd (CTH O) and National Ave (CTH ES)	1.000 EACH	·	
0442	659.1125 Luminaires Utility LED C	32.000 EACH		
0444	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	21.000 EACH	·	
0446	661.0201 Temporary Traffic Signals for Intersections (location) 001. Moorland Rd (CTH O) and Beloit Rd (CTH I)	1.000 EACH	·	
0448	661.0201 Temporary Traffic Signals for Intersections (location) 002. Moorland Rd (CTH O) and Mayflower Drive	1.000 EACH		
0450	661.0201 Temporary Traffic Signals for Intersections (location) 003. Moorland Rd (CTH O) and Howard Avenue	1.000 EACH		







Proposal Schedule of Items

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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0452	661.0201 Temporary Traffic Signals for Intersections (location) 004. Moorland Rd (CTH O) and National Ave (CTH ES)	1.000 EACH	·	·
0454	670.0101 Field System Integrator	1.000 EACH		
0456	670.0201 ITS Documentation	1.000 EACH		
0458	673.0105 Communication Vault Type 1	7.000 EACH	·	·
0460	678.0048 Install Fiber Optic Cable Outdoor Plant 48-CT	8,267.000 LF	<u>-</u>	
0462	678.0200 Fiber Optic Splice Enclosure	7.000 EACH		
0464	678.0300 Fiber Optic Splice	126.000 EACH	·	·
0466	678.0501 Communication System Testing	1.000 EACH		·
0468	690.0150 Sawing Asphalt	2,026.000 LF		
0470	690.0250 Sawing Concrete	3,662.000 LF		·
0472	715.0715 Incentive Flexural Strength Concrete Pavement	26,598.000 DOL	1.00000	26,598.00
0474	740.0440 Incentive IRI Ride	17,496.000 DOL	1.00000	17,496.00
0476	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	5,600.000 HRS	5.00000	28,000.00
0478	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	17,280.000 HRS	5.00000	86,400.00
0480	SPV.0060 Special 001. Section Corner Monuments	3.000 EACH		



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Proposal Schedule of Items

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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0482	SPV.0060 Special 002. Posts Tubular Steel 1.75 x 1.75-Inch x 8-FT	6.000 EACH		
0484	SPV.0060 Special 003. Posts Tubular Steel 1.75 x 1.75-Inch x 11-FT	119.000 EACH		·
0486	SPV.0060 Special 004. Posts Tubular Steel 1.75 x 1.75-Inch x 12-FT	69.000 EACH		·
0488	SPV.0060 Special 005. Posts Tubular Steel 1.75 x 1.75-Inch x 14-FT	34.000 EACH		·
0490	SPV.0060 Special 006. Temporary Inlet Cover 2x3- FT	4.000 EACH	·	
0492	SPV.0060 Special 007. Drain Tile Sump Connection	10.000 EACH		
0494	SPV.0060 Special 200. Traffic Signal Cabinet and Controller	4.000 EACH	·	
0496	SPV.0060 Special 201. Relocated Signal Pole Assembly	2.000 EACH		·
0498	SPV.0060 Special 202. Reinstall Temporary EVP Equipment Moorland Rd (CTH O) and Mayflower Drive	1.000 EACH	<u></u>	
0500	SPV.0060 Special 203. Reinstall Temporary EVP Equipment Moorland Rd (CTH O) and Howard Avenue	1.000 EACH	.	
0502	SPV.0060 Special 204. Reinstall Temporary EVP Equipment Moorland Rd (CTH O) and National Ave	1.000 EACH	<u>.</u>	
0504	SPV.0060 Special 205. Temporary Video Detection Moorland Rd (CTH O) and Mayflower Drive	1.000 EACH		



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Proposal Schedule of Items

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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0506	SPV.0060 Special 206. Temporary Video Detection Moorland Rd (CTH O) and Howard Avenue	1.000 EACH	·	·
0508	SPV.0060 Special 207. Temporary Video Detection Moorland Rd (CTH O) and National Ave (CTH ES)	1.000 EACH	<u>-</u>	·
0510	SPV.0060 Special 208. Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and Target Driveway	1.000 EACH	·	·
0512	SPV.0060 Special 209. Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and Mayflower Drive	1.000 EACH		
0514	SPV.0060 Special 210. Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and Howard Avenue	1.000 EACH		
0516	SPV.0060 Special 211. Remove and Reinstall EVP Equipment Moorland Rd (CTH O) and National Ave	1.000 EACH		
0518	SPV.0060 Special 212. Video Vehicle Detection System Moorland Rd (CTH O) and Target Driveway	1.000 EACH	·	
0520	SPV.0060 Special 213. Video Vehicle Detection System Moorland Rd (CTH O) and Mayflower Drive	1.000 EACH		
0522	SPV.0060 Special 214. Video Vehicle Detection System Moorland Rd (CTH O) and Howard Avenue	1.000 EACH	·	
0524	SPV.0060 Special 215. Video Vehicle Detection System Moorland Rd (CTH O) and National Ave	1.000 EACH	·	
0526	SPV.0060 Special 216. Pre-Terminated Patch Panel with 6-Ports	5.000 EACH		



Proposal Schedule of Items

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Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0528	SPV.0060 Special 217. IP Ethernet Switch with Single Mode Fiber Ports	5.000 EACH		
0530	SPV.0060 Special 300. Removing, Salvaging, and Reinstalling Light Poles, Luminaires, and Arms	14.000 EACH		·
0532	SPV.0060 Special 301. 15-Foot Decorative Light Pole	11.000 EACH	·	
0534	SPV.0060 Special 302. Decorative Luminaire Arm	11.000 EACH		<u>-</u>
0536	SPV.0060 Special 303. Decorative LED Luminaire	11.000 EACH		
0538	SPV.0060 Special 304. Decorative Pole Mounted Banner Arm	11.000 EACH		<u></u>
0540	SPV.0060 Special 305. Concrete Bases Type 5 Modified	25.000 EACH	·	·
0542	SPV.0060 Special 400. Adjusting Sanitary Manholes	37.000 EACH		
0544	SPV.0060 Special 401. Adjusting Water Valve Boxes	33.000 EACH		
0546	SPV.0060 Special 402. Adjusting Water Manholes	2.000 EACH		
0548	SPV.0090 Special 200. Remove and Reinstall Signal Cable	270.000 LF		

Section:	0001	Total:	

Total Bid: _____.__.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

February 8, 2023

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of February 14, 2023

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 02-04, 06-11, 15, 16, 18-24, 26, 29-32, 42, and 46-53; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposal 19; and WI 15 Heavy Davis Bacon Prevailing Wage Rates that are included in proposals 23 and 31. These wage rates are effective for all proposals they are included in in the February 14, 2023 letting. The updated wage rates are dated January 20, 2023, and are effective on or after January 30, 2023.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

"General Decision Number: WI20230010 01/20/2023

Superseded General Decision Number: WI20220010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

|If the contract was awarded on|. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

1 01/13/2023 2 01/20/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes	
BRICKLAYER	\$ 37.96	25.13	
BRWI0002-002 06/01/2022			
ASHLAND, BAYFIELD, DOUGLAS, A	ND IRON COUNTI	ΞS	
	Rates	Fringes	
BRICKLAYER	\$ 45.87	23.91	
BRWI0002-005 06/01/2022			
ADAMS ASHLAND BARRON BROWN	I. BURNETT. CALI	IMET. CHTPPEWA.	

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 38.81	23.94
BRWI0003-002 06/01/2021		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE,	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 37.03	24.95
BRWI0004-002 06/01/2022		
KENOSHA, RACINE, AND WALWORTH COL	UNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 42.53	26.01
BRWI0006-002 06/01/2022		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.26 24.83

BRWI0007-002 06/01/2022

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER	•	25.52
BRWI0008-002 06/01/2022		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKES	HA COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 44.08	24.42
BRWI0011-002 06/01/2022		
CALUMET, FOND DU LAC, MANITOWOO	, AND SHEBO	YGAN COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 38.00	25.09
BRWI0019-002 06/01/2022		
BARRON, BUFFALO, BURNETT, CHIPF PIERCE, POLK, RUSK, ST. CROIX,		
	Rates	Fringes
BRICKLAYER	\$ 37.36	25.73
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 39.56	25.22
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE 35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen		27.05
CARP0264-003 06/01/2016		
KENOSHA, MILWAUKEE, OZAUKEE, RA COUNTIES	ACINE, WAUKE	SHA, AND WASHINGTON
	Rates	Fringes
CARPENTER		22.11
Ashland, Bayfield, Forest, Iron Oneida, Shawano, Taylor and Vil		Lincoln, Marathon,

	Rates	Fringes
CARPENTER Piledriver		26.12 25.96
CARP0314-001 06/05/2022		
Columbia, Dane, Dodge, Grant Lafayette, Richland, Rock, S		efferson,
	Rates	Fringes
CARPENTERPiledriver	\$ 37.37	26.12 25.96
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AN	D DOUGLAS COUNTIE	:S
	Rates	Fringes
CARPENTER	\$ 36.15	20.43
CARP0731-002 06/05/2022		
Calumet (Eastern portion of and Sheboygan	the County), Fond	l Du Lac, Manitowoc
	Rates	Fringes
CARPENTER		26.12 25.96
Piledriver 	\$ 37.37	
	\$ 37.37	
Piledriver 	\$ 37.37	25.96
Piledriver	\$ 37.37	25.96 Fringes 26.12
Piledriver	\$ 37.37	25.96 Fringes 26.12 25.96
Piledriver	\$ 37.37	25.96 Fringes 26.12 25.96
Piledriver	\$ 37.37	25.96 Fringes 26.12 25.96 Lac, Green Lake,
Piledriver	\$ 37.37	25.96 Fringes 26.12 25.96 Lac, Green Lake, Fringes 26.12
Piledriver	\$ 37.37	25.96 Fringes 26.12 25.96 Lac, Green Lake, Fringes 26.12

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes	
CARPENTER	•	26.12	
PILEDRIVER	\$ 37.37	25.96	
			_

CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes
CARPENTER	\$ 36.80	26.12
PILEDRIVER	\$ 37.37	25.96

CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes	
CARPENTERPILEDRIVER	•	26.12 25.96	
			-

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A	\$ 31.03	22.69
Zone B	\$ 31.03	22.69

^{*} ELEC0014-002 12/25/2022

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes	
Electricians:	\$ 39.25	22.34	
* 51.560014.007.05/20/2022			

^{*} ELEC0014-007 05/29/2022

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer Installer/Technician	\$ 29.63	3%+16.18

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video)

including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2021

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 43.16 30%+12.70

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

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

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000	\$ 33.94	21.80
Electrical contracts under		
\$180,000	\$ 31.75	21.73

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

Rates Fringes

Electricians:.....\$ 41.37 69.25%

ELEC0388-002 05/30/2021

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:	.\$ 36.22	26%+11.24
ELEC0430-002 06/01/2022		
RACINE COUNTY (Except Burlington	Township)	
	Rates	Fringes
Electricians:	.\$ 45.02	24.35
* ELEC0494-005 06/01/2022		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	JNTIES
	Rates	Fringes
Electricians:	.\$ 46.38	25.86
ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:	\$ 37.91	22.74
ELEC0494-013 06/01/2021		

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

	Rates	Fringes
Sound & Communications		
Installer	\$ 22.39	18.80
Technician	\$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but

does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2021

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:	.\$ 35.66	29.50%+10.00
ELEC0890-003 06/01/2021		
DODGE (Emmet Township only), GREE		·

RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

ŀ	Rates	Fringes
Electricians:\$	39.00	25.95%+11.17
51 560052 004 06 /02 /2040		

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 Driv	er\$ 33.27	16.88
(5) Light Groundman Driv	er\$ 30.89	16.11
(6) Groundsman	\$ 26.14	14.60

ENGI0139-005 06/01/2022

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 43.27	25.95
Group 2	\$ 42.77	25.95
Group 3	\$ 42.27	25.95
Group 4	\$ 42.01	25.95
Group 5	\$ 41.72	25.95
Group 6	\$ 35.82	25.95

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or

cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

IRONWORKER	\$ 41.00	28.95
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christm		uly 4th, Labor
IRON0008-003 06/01/2021		
KENOSHA, MILWAUKEE, OZAUKEE, RACI WASHINGTON, AND WAUKESHA COUNTIES		.E. 2/3),
	Rates	Fringes
IRONWORKER	\$ 40.57	28.40
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christm		uly 4th, Labor
IRON0383-001 06/05/2022		
ADAMS, COLUMBIA, CRAWFORD, DANE, GRANT, GREENE, (Excluding S.E. ti JEFFERSON, JUNEAU, LA CROSSE, LAF MARQUETTE, MENOMINEE, MONROE, POR area, vicinity of Edgerton and Mi WAUSHARA, AND WOOD COUNTIES	p), GREEN LAKE, AYETTE, LANGLAD TAGE, RICHLAND,	IOWA, E, MARATHON, ROCK (Northern
	Rates	Fringes
IRONWORKER	\$ 39.00	28.58
IRON0498-005 06/01/2021		
GREEN (S.E. 1/3), ROCK (South of WALWORTH (S.W. 1/3) COUNTIES:	Edgerton and Mi	lton), and
	Rates	Fringes
IRONWORKER	\$ 41.37	44.41
BARRON, BUFFALO, CHIPPEWA, CLARK, PEPIN, PIERCE, POLK, RUSK, ST CRC COUNTIES		
	Rates	Fringes
IRONWORKER		33.11
IRON0512-021 05/01/2022		
ASHLAND, BAYFIELD, BURNETT, DOUGL PRICE, SAWYER, VILAS AND WASHBUR		LN, ONEIDA,
	Rates	Fringes
IRONWORKER	\$ 36.94	33.11

MILWAUKEE AND WAUKESHA COUNTIES

	1	Rates	Fringes
LABORER			
Group	1\$	32.65	23.09
Group	2\$	32.80	23.09
Group	3\$	33.00	23.09
Group	4\$	33.15	23.09
Group	5\$	33.30	23.09
Group	6\$	29.14	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2022

OZAUKEE AND WASHINGTON COUNTIES

	F	Rates	Fringes
LABORER			
Group	1\$	31.90	23.09
Group	2\$	32.00	23.09
Group	3\$	32.05	23.09
Group	4\$	32.25	23.09
Group	5\$	32.10	23.09
Group	6\$	28.99	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand

Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2022

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 31.71	23.09
Group 2	\$ 31.86	23.09
Group 3	\$ 32.06	23.09
Group 4	\$ 32.03	23.09
Group 5	\$ 32.36	23.09
Group 6	\$ 28.85	23.09

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2022

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	ı	Rates	Fringes
LABORER			
Group	1\$	36.42	18.68
Group	2\$	36.52	18.68
Group	3\$	36.57	18.68
Group	4\$	36.77	18.68
Group	5\$	36.62	18.68
Group	6\$	33.05	18.68

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2022

DANE COUNTY

		Rates	Fringes
LABORER			
Group	1	\$ 36.70	18.68
Group	2	\$ 36.80	18.68
Group	3	\$ 36.85	18.68
Group	4	\$ 37.05	18.68
Group	5	\$ 36.90	18.68
Group	6	\$ 33.05	18.68

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter

GROUP 4: Line and Grade Special	list	
GROUP 5: Blaster; Powderman		
GROUP 6: Flagperson and Traffic	Control Po	erson
-		
PAIN0106-008 05/01/2022		
ASHLAND, BAYFIELD, BURNETT, AND	DOUGLAS COL	UNTIES
	Rates	Fringes
Painters:		
New: Brush, Roller	\$ 33.99	22.70
Spray, Sandblast, Steel		22.70
Repaint: Brush, Roller	\$ 33.09	22.70
Spray, Sandblast, Steel	\$ 32.49	22.70
PAIN0108-002 06/01/2022		
RACINE COUNTY		
	Rates	Fringes
Painters:		-
Brush, Roller		
Spray & Sandblast	\$ 40.60	
PAIN0259-002 05/01/2008		
BARRON, CHIPPEWA, DUNN, EAU CLAI SAWYER, ST. CROIX, AND WASHBURN		PIERCE, POLK, RUSK,
	Rates	Fringes
PAINTER	•	12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA OVERNON COUNTIES	CROSSE, MONI	ROE, TREMPEALEAU, AND
	Rates	Fringes
PAINTER		12.45
PAIN0781-002 06/01/2022		
JEFFERSON, MILWAUKEE, OZAUKEE, W	NASHTNGTON	AND WALKESHA COUNTIES
JETTERSON, MILWAOREE, OZAOREE, V		
	Rates	Fringes
Painters:	¢ 20 15	24.00
Bridge Brush		24.80 24.80
Spray & Sandblast	\$ 38.15	24.80
PAIN0802-002 06/01/2021		

(Curb, Sidewalk, and Pavement); Strike Off Man

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER Brush	.\$ 29.98	18.78
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	es = \$1.00 add	itional per
PAIN0802-003 06/01/2022		
ADAMS, BROWN, CALUMET, CLARK, DOO LAKE, IRON, JUNEAU, KEWAUNEE, LAI MARATHON, MARINETTE, MARQUETTE, I OUTAGAMIE, PORTAGE, PRICE, SHAWAI WAUSHARA, WAUPACA, WINNEBAGO, ANI	NGLADE, LINCOLN, MENOMINEE, OCON NO, SHEBOYGAN,	MANITOWOC, TO, ONEIDA,
	Rates	Fringes
PAINTER	.\$ 34.68	18.94
PAIN0934-001 06/01/2022		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	.\$ 37.70	24.69 24.69 24.69
FLORENCE COUNTY		
	Rates	Fringes
Painters: PLAS0599-010 06/01/2021		14.38
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1	.\$ 37.73 .\$ 38.74 .\$ 38.59 .\$ 38.16	20.87 23.80 22.46 22.66 22.98 26.36

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN

COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,

CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

Rates	Fringes
\$ 32.57	23.81
\$ 32.72	23.81
\$ 16.52	3.70
	Rates \$ 32.57 \$ 32.72 \$ 16.52

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

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

"General Decision Number: WI20230008 01/20/2023

Superseded General Decision Number: WI20220008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

IIf the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

|If the contract was awarded on|. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

0

01/06/2023

1

01/13/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes	
BRICKLAYER	\$ 37.96	25.13	
BRWI0002-002 06/01/2022			
ASHLAND, BAYFIELD, DOUGLAS, AND I	RON COUNTIES		
	Rates	Fringes	
BRICKLAYER	\$ 45.87	23.91	
BRWI0002-005 06/01/2022			
ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES			
	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER	\$ 38.81	23.94	
BRWI0003-002 06/01/2021			
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES	
	Rates	Fringes	
BRICKLAYER	\$ 37.03	24.95	
BRWI0004-002 06/01/2022			
KENOSHA, RACINE, AND WALWORTH COL	UNTIES		
	Rates	Fringes	
BRICKLAYERBRWI0006-002 06/01/2022	\$ 42.53	26.01	
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES			
	Rates	Fringes	
BRICKLAYER	\$ 38.26	24.83	
BRWI0007-002 06/01/2022			

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes	
BRICKLAYER	•	25.52	
BRWI0008-002 06/01/2022			
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	JNTIES	
	Rates	Fringes	
BRICKLAYER	.\$ 44.08	24.42	
BRWI0009-001 06/01/2022			
GREEN LAKE, MARQUETTE, OUTAGAMIE AND WINNEBAGO COUNTIES	, SHAWANO, WAUPA	ACA, WASHARA,	
	Rates	Fringes	
BRICKLAYER	.\$ 38.00	25.09	
BRWI0011-002 06/01/2022			
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES			
	Rates	Fringes	
BRICKLAYER	.\$ 38.00	25.09	
BRWI0013-002 06/01/2022			
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES		
	Rates	Fringes	
BRICKLAYER	.\$ 39.56	25.22	
BRWI0019-002 06/01/2022			
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES			
	Rates	Fringes	
BRICKLAYER	.\$ 37.36	25.73	
BRWI0021-002 06/01/2022			
DODGE AND JEFFERSON COUNTIES			
	Rates	Fringes	
BRICKLAYER		26.27	
BRWI0034-002 06/01/2022			
COLUMBIA AND SAUK COUNTIES			
	Rates	Fringes	
BRICKLAYER	.\$ 39.56	25.22	
CARP0068-011 05/02/2022			

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

	Rates	Fringes
Carpenter & Piledrivermen		27.05
CARP0264-003 06/01/2016		
KENOSHA, MILWAUKEE, OZAUKEE, RA COUNTIES	CINE, WAUK	ESHA, AND WASHINGTON
	Rates	Fringes
CARPENTER	\$ 35.78	22.11
CARP0310-002 06/05/2022		
Ashland, Bayfield, Forest, Iron Oneida, Shawano, Taylor and Vil		, Lincoln, Marathon,
	Rates	Fringes
CARPENTERPiledriver	•	26.12 25.96
CARP0314-001 06/05/2022		
Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Walworth		
	Rates	Fringes
CARPENTER Piledriver		26.12 25.96
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND D	OUGLAS COUI	NTIES
	Rates	Fringes
CARPENTER		
CARP0731-002 06/05/2022		
Calumet (Eastern portion of the and Sheboygan	County),	Fond Du Lac, Manitowoc
	Rates	Fringes
CARPENTERPiledriver	\$ 37.37	26.12 25.96
CARP0804-001 06/05/2022		

Adams, Juneau, Portage and Wood

Rates Fringes

CARPENTER Piledriver	.\$ 37.37	26.12 25.96
CARP0955-002 06/01/2022		
Calumet (western portion of Cour Marquette, Outagamie and Winneba		Lac, Green Lake,
	Rates	Fringes
CARPENTERPILEDRIVER	•	26.12 25.96
CARP1056-002 06/05/2022		
	Rates	Fringes
4ILLWRIGHT	•	26.78
CARP1074-002 06/01/2022		
Barron, Burnett, Chippewa, Clark Pierce, Polk, Rusk, Sawyer, St.		
	Rates	Fringes
CARPENTERPILEDRIVER		26.12 25.96
Crawford, Jackson, La Crosse, Mc	onroe, Trempea	aleau and Vernon
	Rates	Fringes
CARPENTERPILEDRIVER	.\$ 37.37	26.12 25.96
CARP1146-002 06/01/2022		
Brown, Door, Florence, Kewaunee, Shawano	Marinette, M	Menominee and
	Rates	Fringes
CARPENTERPILEDRIVER		26.12 25.96
CARP2337-001 06/01/2016		
	ESHA AND WASH	HINGTON
ZONE A: MILWAUKEE, OZAUKEE, WAUK		
ZONE A: MILWAUKEE, OZAUKEE, WAUK ZONE B: KENOSHA & RACINE	Rates	Fringes

CARP2337-003 06/01/2019			
	Rates	Fringes	
MILLWRIGHT Zone A Zone B		21.53 21.53	
ZONE DEFINITIONS			
ZONE A: MILWAUKEE, OZAUKEE, WAUK	ESHA AND WASHING	STON COUNTIES	
ZONE B: KENOSHA & RACINE COUNTIE			
* ELEC0014-002 12/25/2022			
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES			
	Rates	Fringes	
Electricians:		22.34	
ELEC0127-002 06/01/2021			
KENOSHA COUNTY			
	Rates	Fringes	
Electricians:		30%+12.70	
ELEC0158-002 05/30/2021			
BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES			
	Rates	Fringes	
ELECTRICIAN		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	
		<u> </u>	

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 Electrical contracts under	.\$ 33.94	21.80	
\$180,000	.\$ 31.75	21.73	
ELEC0242-005 05/30/2021			
DOUGLAS COUNTY			
	Rates	Fringes	
Electricians:		69.25%	
ELEC0388-002 05/30/2021			
ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES			
	Rates	Fringes	
Electricians: ELEC0430-002 06/01/2022	•	26%+11.24	
RACINE COUNTY (Except Burlington Township)			
	Rates	Fringes	
Electricians:	.\$ 45.02	24.35	
* ELEC0494-005 06/01/2022			
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES			
	Rates	Fringes	
Electricians:			
ELEC0494-006 06/01/2021			
CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES			
	Rates	Fringes	
Electricians:			
ELEC0577-003 06/01/2021			

CALUMET (except Township of New Holstein), GREEN LAKE (N. part

including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

Rates Fringes

Electricians:......\$ 35.66 29.50%+10.00

ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Rates Fringes

Electricians:.....\$ 39.00 25.95%+11.17

ENGI0139-003 06/06/2022

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	45.22	24.85
Group 2	43.97	24.85
Group 3	41.57	24.85
Group 4	41.04	24.85
Group 5	38.97	24.85
Group 6	37.44	24.85

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENGI0139-007 06/05/2022

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

F	Rates	Fringes
		_
Power Equipment Operator		
Group 1\$	43.54	24.85
Group 2\$	42.76	24.85
Group 3\$	41.81	24.85
Group 4\$	40.76	24.85
Group 5\$	39.36	24.85

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

TDONIGOR 002 06/12/2022

IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER......\$ 41.00 28.95

Paid Holidays: New Year Day, Thanksgiving Day &		, July 4th, Labor
IRON0008-003 06/01/2021		
KENOSHA, MILWAUKEE, OZAUK WASHINGTON, AND WAUKESHA		(N.E. 2/3),
	Rates	Fringes
IRONWORKER	\$ 40.57	28.40
Paid Holidays: New Year Day, Thanksgiving Day &		, July 4th, Labor
IRON0383-001 06/05/2022		
ADAMS, COLUMBIA, CRAWFORD GRANT, GREENE, (Excluding JEFFERSON, JUNEAU, LA CROMARQUETTE, MENOMINEE, MON area, vicinity of Edgerto WAUSHARA, AND WOOD COUNTI	g S.E. tip), GREEN LAM DSSE, LAFAYETTE, LANGI NROE, PORTAGE, RICHLAM on and Milton), SAUK,	KE, IOWA, LADE, MARATHON, ND, ROCK (Northern
	Rates	Fringes
IRONWORKER		28.58
IRON0498-005 06/01/2021		
GREEN (S.E. 1/3), ROCK (S WALWORTH (S.W. 1/3) COUNT		Milton), and
	Rates	Fringes
IRONWORKER		44.41
BARRON, BUFFALO, CHIPPEWA PEPIN, PIERCE, POLK, RUSK COUNTIES		
	Rates	Fringes
IRONWORKER	•	33.11
IRON0512-021 05/01/2022		
ASHLAND, BAYFIELD, BURNET PRICE, SAWYER, VILAS AND		NCOLN, ONEIDA,
	Rates	Fringes
IRONWORKER	•	33.11
LABO0113-004 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

F	Rates	Fringes
Laborers: (Open Cut)	47.40	
Group 1\$		21.98
Group 2\$	19.89	21.98
Group 3\$	23.43	21.98
Group 4\$	32.80	21.98
Group 5\$	32.94	21.98
Group 6\$	33.00	21.98
Group 7\$	36.85	21.98
Group 8\$	39.67	21.98
Group 9\$	40.31	21.98

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

LABO0113-005 06/06/2022

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	F	Rates	Fringes
Laborers:			
Group	1\$	24.29	21.98
Group	2\$	30.22	21.98
Group	3\$	34.42	21.98
Group	4\$	36.19	21.98

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LABO0113-008 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1	\$ 23.43	21.98
Group 2	\$ 32.94	21.98
Group 3	\$ 33.00	21.98
Group 4	\$ 36.98	21.98
Group 5	\$ 36.99	21.98
Group 6	\$ 39.67	21.98
Group 7	\$ 40.31	21.98

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel - *COMPRESSED AIR 0 - 15 lbs.)		
Group 1	.\$ 23.43	21.98
Group 2		21.98
Group 3	.\$ 37.39	21.98
Group 4	.\$ 38.19	21.98
Group 5	.\$ 38.31	21.98
Group 6	.\$ 41.01	21.98
Group 7	.\$ 41.63	21.98

^{*} LAB00113-009 06/01/2022

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

*Compressed Air 15 - 30 lbs add \$2.00 to all classifications *Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/06/2022

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1	\$ 31.48	18.68
Group 2	\$ 33.33	18.68
Group 3	\$ 33.53	18.68
Group 4	\$ 34.28	18.68

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders;

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/06/2022

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 31.38	18.68
Group 2	\$ 33.58	18.68
Group 3	\$ 33.78	18.68
Group 4	\$ 34.53	18.68

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/06/2022

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1	\$ 31.17	18.68
Group 2	\$ 33.23	18.68
Group 3	\$ 33.43	18.68
Group 4	\$ 34.18	18.68

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder;

Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-010 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1	\$ 42.06	20.87
Area 2 (BAC)	\$ 37.73	23.80
Area 3	\$ 38.74	22.46
Area 4	\$ 38.59	22.66
Area 5	\$ 38.16	22.98
Area 6	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids, Dumptor & Articulated,	\$ 32.57	23.81
Truck Mechanic	\$ 32.72	23.81
WELL DRILLER	\$ 16.52	3.70

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

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

"General Decision Number: WI20230015 01/20/2023

Superseded General Decision Number: WI20220015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water

Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

IIf the contract is entered linto on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

|If the contract was awarded on|. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

0

01/06/2023 01/13/2023

1

BOIL0107-001 01/01/2021

BOIL0107-001 01/01/2021		
	Rates	Fringes
BOILERMAKER Boilermaker Small Boiler Repair (under		31.50
25,000 lbs/hr)		16.00
BRWI0001-002 06/01/2022		
CRAWFORD, JACKSON, JUNEAU, LA CE VERNON COUNTIES	ROSSE, MONRO	E, TREMPEALEAU, AND
	Rates	Fringes
BRICKLAYER		25.13
BRWI0002-002 06/01/2022		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTI	ES
	Rates	Fringes
BRICKLAYER	\$ 45.87	23.91
BRWI0002-005 06/01/2022		
FOREST, GREEN LAKE, IRON, JEFFER LINCOLN, MANITOWOC, MARATHON, MA OCONTO, ONEIDA, OUTAGAMIE, POLK, SHAWANO, SHEBOYGAN, TAYLOR, VILA WINNEBAGO, AND WOOD COUNTIES	ARINETTE, MA , PORTAGE, R	RQUETTE, MENOMINEE, USK, ST CROIX, SAUK,
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 38.81	23.94
BRWI0003-002 06/01/2021		
BROWN, DOOR, FLORENCE, KEWAUNEE,	, MARINETTE,	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 37.03	24.95
BRWI0004-002 06/01/2022		
KENOSHA, RACINE, AND WALWORTH CO	DUNTIES	
	Rates	Fringes
BRICKLAYER		26.01
ADAMS, CLARK, FOREST, LANGLADE,	LINCOLN, MA	RATHON, MENOMINEE,

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER		24.83
BRWI0007-002 06/01/2022		
GREEN, LAFAYETTE, AND ROCK COUNTI	IES	
	Rates	Fringes
BRICKLAYER BRWI0008-002 06/01/2022	\$ 39.26	25.52
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA COU	INTIES
	Rates	Fringes
BRICKLAYER	·	24.42
BRWI0009-001 06/01/2022		
GREEN LAKE, MARQUETTE, OUTAGAMIE, AND WINNEBAGO COUNTIES	, SHAWANO, WAUPA	CA, WASHARA,
	Rates	Fringes
BRICKLAYER	\$ 38.00	25.09
BRWI0011-002 06/01/2022		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN C	COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 38.00	25.09
BRWI0013-002 06/01/2022		
DANE, GRANT, IOWA, AND RICHLAND O	COUNTIES	
	Rates	Fringes
BRICKLAYER	\$ 39.56	25.22
BRWI0019-002 06/01/2022		
BARRON, BUFFALO, BURNETT, CHIPPEN PIERCE, POLK, RUSK, ST. CROIX, SA		
	Rates	Fringes
BRICKLAYER	\$ 37.36	25.73
BRWI0021-002 06/01/2022		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 38.49	26.27

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER		25.22
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE 35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen		27.05
CARP0264-003 06/01/2016		
KENOSHA, MILWAUKEE, OZAUKEE, RA COUNTIES	CINE, WAUKES	HA, AND WASHINGTON
	Rates	Fringes
CARPENTER	\$ 35.78	22.11
CARP0310-002 06/05/2022		
Ashland, Bayfield, Forest, Iron Oneida, Shawano, Taylor and Vil		Lincoln, Marathon,
	Rates	Fringes
CARPENTER Piledriver		26.12 25.96
CARP0314-001 06/05/2022		
Columbia, Dane, Dodge, Grant, G Lafayette, Richland, Rock, Sauk		
	Rates	Fringes
CARPENTER	\$ 37.37	26.12 25.96
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND D	OUGLAS COUNT	IES
	Rates	Fringes
CARPENTER	•	20.43
CARP0731-002 06/05/2022		
Calumet (Eastern portion of the and Sheboygan	County), For	nd Du Lac, Manitowoc

Rates Fringes

CARPENTERPiledriver		26.12 25.96
CARP0804-001 06/05/2022		
Adams, Juneau, Portage and Wood		
	Rates	Fringes
CARPENTERPiledriver	.\$ 37.37	26.12 25.96
CARP0955-002 06/01/2022		
Calumet (western portion of Coun Marquette, Outagamie and Winneba		u Lac, Green Lake,
	Rates	Fringes
CARPENTERPILEDRIVER	.\$ 37.37	26.12 25.96
CARP1056-002 06/05/2022		
	Rates	Fringes
MILLWRIGHT		26.78
CARP1074-002 06/01/2022		
Danier Bronnett Chinasa Claul	_	
Barron, Burnett, Chippewa, Clark Pierce, Polk, Rusk, Sawyer, St.		
Pierce, Polk, Rusk, Sawyer, St. CARPENTER PILEDRIVER	Rates .\$ 36.80 .\$ 37.37	Fringes 26.12 25.96
Pierce, Polk, Rusk, Sawyer, St. CARPENTER	Rates .\$ 36.80 .\$ 37.37	Fringes 26.12 25.96
Pierce, Polk, Rusk, Sawyer, St. CARPENTER	Rates .\$ 36.80 .\$ 37.37	Fringes 26.12 25.96
CARPENTER	Rates .\$ 36.80 .\$ 37.37	Fringes 26.12 25.96
CARPENTER	Rates .\$ 36.80 .\$ 37.37	Fringes 26.12 25.96 ealeau and Vernon Fringes 26.12 25.96
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CARPENTER	Rates .\$ 36.80 .\$ 37.37	Fringes 26.12 25.96 ealeau and Vernon Fringes 26.12 25.96
CARPENTER	Rates .\$ 36.80 .\$ 37.37	Fringes 26.12 25.96 ealeau and Vernon Fringes 26.12 25.96 Menominee and
CARPENTER	Rates .\$ 36.80 .\$ 37.37	Fringes 26.12 25.96 ealeau and Vernon Fringes 26.12 25.96 Menominee and Fringes 26.12

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE		
	Rates	Fringes
PILEDRIVERMAN Zone A Zone B	•	
CARP2337-003 06/01/2019		
	Rates	Fringes
MILLWRIGHT Zone AZone B	•	21.53 21.53
ZONE DEFINITIONS		
ZONE A: MILWAUKEE, OZAUKEE, WAUK	(ESHA AND WA	SHINGTON COUNTIES
ZONE B: KENOSHA & RACINE COUNTIE	:S	
* ELEC0014-002 12/25/2022 ASHLAND, BARRON, BAYFIELD, BUFFA (except Maryville, Colby, Unity, Sherwood), CRAWFORD, DUNN, EAU CCROSSE, MONROE, PEPIN, PIERCE, FCROIX, SAWYER, TAYLOR, TREMPEALE COUNTIES	ALO, BURNETT Sherman, F CLAIRE, GRAN POLK, PRICE,	remont, Lynn & IT, IRON, JACKSON, LA RICHLAND, RUSK, ST
	Rates	Fringes
Electricians:	.\$ 39.25	22.34
* ELEC0014-007 05/29/2022		
REMAINING COUNTIES		
	Rates	Fringes
Teledata System Installer Installer/Technician	.\$ 29.63	3%+16.18
Low voltage construction, instruction, instruction, instruction of teledata facilities	(voice, da	ta, and video)

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 06/01/2021

KENOSHA COUNTY

	Rates	Fringes
Electricians:	\$ 43.16	30%+12.70

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN	.\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN	.\$ 43.38	23.13
ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000	\$ 33.94	21.80
Electrical contracts under		
\$180,000	\$ 31.75	21.73
ELECADAD AGE AE/20/2021		

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:	41. 37	69.25%

ELEC0388-002 05/30/2021

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes	
Electricians:	\$ 36.22	26%+11.24	
FL F.CO.420. 000. 0.5 /04 /0000			-

ELEC0430-002 06/01/2022

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:	\$ 45.02	24.35

* ELEC0494-005 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:	.\$ 46.38	25.86
ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC

(Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes	
Electricians:	\$ 37.91	22.74	
ELEC0494-013 06/01/2021			_

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

	Rates	Fringes
Sound & Communications		
Installer	\$ 22.39	18.80
Technician	\$ 32.49	20.26

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

ELEC0577-003 06/01/2021

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Kates	Fringes
Electricians:	\$ 35.66	29.50%+10.00

ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes	
Electricians:	\$ 39.00	25.95%+11.17	

ELEC0953-001 06/02/2019

· ·	Rates	Fringes
Line Construction: (1) Lineman\$ (2) Heavy Equipment		21.43
Operator\$		19.80
(3) Equipment Operator\$		18.40
(4) Heavy Groundman Driver\$		16.88
(5) Light Groundman Driver\$		16.11
(6) Groundsman\$	26.14	14.60

ENGI0139-001 06/01/2022

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1\$	49.01	25.30
Group 2\$	48.51	25.30
Group 3\$	48.01	25.30
Group 4\$	47.17	25.30
Group 5\$	43.39	25.30
Group 6\$	38.24	25.30

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting

capacity of 100 tons or less; or Cranes, Tower Cranes
Portable Tower Cranes, Pedestal Tower Cranes and Derricks
with boom, leadsand/or jib lengths measuring 175 feet or
less; Backhoes (excavators) 130,000 lbs and over; Caisson
Rigs; Pile Drivers; Boring Machines (vertical or
horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs;Self-erecting Tower Crane 4000 lbs & under lifting capacity;Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

ENGI0139-003 06/06/2022

Power Equipment Operator

Group 1	\$ 45.22	24.85
Group 2	\$ 43.97	24.85
Group 3	\$ 41.57	24.85
Group 4	\$ 41.04	24.85
Group 5	\$ 38.97	24.85
Group 6	\$ 37.44	24.85

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger

(vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 41.00 28.95

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 40.57 28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/05/2022

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER.....\$ 39.00 28.58

IRON0512-008 05/01/2022

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

Rates Fringes

IRONWORKER	\$ 41.00	33.11

IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	.\$ 36.94	33.11
LABO0113-002 06/01/2022		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 32.65	23.09
Group 2	\$ 32.80	23.09
Group 3	\$ 33.00	23.09
Group 4	\$ 33.15	23.09
Group 5	\$ 33.30	23.09
Group 6	\$ 29.14	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2022

OZAUKEE AND WASHINGTON COUNTIES

	ī	Rates	Fringes
LABORER			
Group	1\$	31.90	23.09
Group	2\$	32.00	23.09
Group	3\$	32.05	23.09
Group	4\$	32.25	23.09
Group	5\$	32.10	23.09
Group	6\$	28.99	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2022

KENOSHA AND RACINE COUNTIES

	ı	Rates	Fringes
LABORER			
Group	1\$	31.71	23.09
Group	2\$	31.86	23.09
Group	3\$	32.06	23.09
Group	4\$	32.03	23.09
Group	5\$	32.36	23.09
Group	6\$	28.85	23.09

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2022

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

		Rates	Fringes
LABORER			
Group	1	.\$ 36.42	18.68
Group	2	.\$ 36.52	18.68
Group	3	.\$ 36.57	18.68
Group	4	.\$ 36.77	18.68
Group	5	.\$ 36.62	18.68
Group	6	.\$ 33.05	18.68

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2022

DANE COUNTY

		Rates	Fringes
LABORER			
Group	1\$	36.70	18.68
Group	2\$	36.80	18.68
Group	3\$	36.85	18.68
Group	4\$	37.05	18.68
Group	5\$	36.90	18.68
Group	6\$	33.05	18.68

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and

Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2022

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	33.99	22.70
Spray,	Sandblast, Steel\$	34.59	22.70
Repaint	:		
Brush,	Roller\$	33.09	22.70
Spray,	Sandblast, Steel\$	32.49	22.70

PAIN0108-002 06/01/2022

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller	.\$ 39.60	21.79
Spray & Sandblast	.\$ 40.60	21.79

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER	\$ 24.11	12.15
PAIN0259-004 05/01/2015		

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

	Rates	Fringes	
PAINTER	\$ 22.03	12.45	

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

JEFFERSON, MILWAUKEE, UZAUKEE, V	NASHINGTON, A	AND WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	.\$ 37.40	24.80 24.80 24.80
PAIN0802-002 06/01/2021		
COLUMBIA, DANE, DODGE, GRANT, GR ROCK, AND SAUK COUNTIES	REEN, IOWA, L	AFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	.\$ 29.98	18.78
PREMIUM PAY: Structural Steel, Spray, Bridghour.		·
PAIN0802-003 06/01/2022		
ADAMS, BROWN, CALUMET, CLARK, DO LAKE, IRON, JUNEAU, KEWAUNEE, LA MARATHON, MARINETTE, MARQUETTE, OUTAGAMIE, PORTAGE, PRICE, SHAWA WAUSHARA, WAUPACA, WINNEBAGO, AN	ANGLADE, LING MENOMINEE, ANO, SHEBOYO	COLN, MANITOWOC, OCONTO, ONEIDA, GAN, TAYLOR, VILAS,
	Rates	Fringes
PAINTER	.\$ 34.68	18.94
PAIN0934-001 06/01/2022		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	.\$ 37.70	24.69 24.69 24.69
PAIN1011-002 06/06/2021		
FLORENCE COUNTY		
	Rates	Fringes
Painters:		14.38
PLAS0599-010 06/01/2021		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1	.\$ 42.06	20.87

Area 2 (BAC)	\$ 38.74 \$ 38.59 \$ 38.16	23.80 22.46 22.66 22.98 26.36
AREA DESCRIPTIONS		
AREA 1: BAYFIELD, DOUGLAS, PR	RICE, SAWYER,	AND WASHBURN
AREA 2: ADAMS, ASHLAND, BARRO CHIPPEWA, CLARK, COLUMBIA, DOI FOND DU LAC, FOREST, GREEN LAI LANGLADE, LINCOLN, MANITOWOC, MARQUETTE, MENOMINEE, OCONTO, PORTAGE, RUSK, ST CROIX, SAUK VILAS, WALWORTH, WAUPACA, WAUS COUNTIES	OGE, DOOR, DUN KE, IRON, JEFF MARATHON, MAF ONEIDA, OUTAG , SHAWANO, SHE	NN, FLORENCE, FERSON, KEWAUNEE, RINETTE, GAMIE, POLK, EBOYGAN, TAYLOR,
AREA 3: BUFFALO, CRAWFORD, EAU CROSSE MONROE, PEPIN, PIERCE, VERNON COUNTIES		
AREA 4: MILWAUKEE, OZAUKEE, WA	ASHINGTON, AND) WAUKESHA COUNTIES
AREA 5: DANE, GRANT, GREEN, COUNTIES	IOWA, LAFAYETT	TE, AND ROCK
AREA 6: KENOSHA AND RACINE COU	NTIES	
PLUM0011-003 05/07/2018		
ASHLAND, BAYFIELD, BURNETT, DOUG COUNTIES	GLAS, IRON, SA	AWYER, AND WASHBURN
	Rates	Fringes
PLUMBER		20.72
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, JEFFER	RSON, LAFAYETT	TE, AND ROCK
	Rates	Fringes
PLUMBER		Fringes 21.47

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

PLUM0075-009 06/01/2016

	Rates	Fringes
PLUMBER	.\$ 38.82	20.12
PLUM0111-007 05/28/2018		
MARINETTE COUNTY (Niagara only)		
	Rates	Fringes
PLUMBER/PIPEFITTER 	.\$ 33.33	24.48
KENOSHA, RACINE, AND WALWORTH CO	DUNTIES	
	Rates	Fringes
Plumber and Steamfitter	.\$ 47.50	25.92
PLUM0400-003 05/29/2022		
ADAMS,BROWN, CALUMET, DODGE (exc LAC, GREEN LAKE,KEWAUNEE, MANITO Niagara), MENOMINEE, OCONTO, OUT WAUPACA, WAUSHARA, AND WINNEBAGO	OWOC, MARINETTI AGAMIE, SHAWAN	(except
	Rates	Fringes
PLUMBER/PIPEFITTER	.\$ 46.37	20.96
PLUM0434-002 05/30/2021		
BARON, BUFFALO, CHIPPEWA, CLARK, FLORENCE, FOREST, GRANT, JACKSON LINCOLN, MARATHON, MONROE, ONEIC PORTAGE, PRICE, RUSK, ST. CROIX, VILAS, AND WOOD COUNTIES	I, JUNEAU, LA (DA, PEPIN, PIEF	CROSSE, LANGLADE, RCE, POLK,
	Rates	Fringes
PIPEFITTER	.\$ 44.65	20.72
PLUM0601-003 06/01/2022		
DODGE (Watertown), GREEN, JEFFER OZAUKEE, ROCK, WASHINGTON AND WA		
	Rates	Fringes
PIPEFITTER		28.93
PLUM0601-009 06/01/2022	•	
COLUMBIA, DANE, IOWA, MARQUETTE,	RICHLAND AND	SAUK COUNTIES
	Rates	
PIPEFITTER	·	26.86
TEAM0039-002 06/01/2021		

ŀ	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks\$	32.57	23.81
3 or more axles; Euclids		
or Dumptor, Articulated		
Truck, Mechanic\$	32.72	23.81
CUUT2044 004 44 /4 / / 2044		

SUWI2011-001 11/16/2011

Rates Fringes
WELL DRILLER.....\$ 16.52

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

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"



Wisconsin Department of Transportation

January 30, 2023

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

ASP-5 Addendum #01

Letting of February 14, 2023

Attached is a copy of the revised ASP-5 Fuel Cost Adjustment that are included in proposals 09, 15, 19, 22, 51, and 53. This will be effective with the February 14, 2023 letting.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

A Description

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

B Categories of Work Items

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

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

C Fuel Index

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

The base Fuel Index (BFI) for this contract is \$3.20 per gallon.

D Computing the Fuel Cost Adjustment

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

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

$$FA = \mathop{\mathbf{c}}_{\dot{\mathbf{c}}}^{\mathbf{E}FI} - \mathop{\mathbf{c}}_{\dot{\mathbf{c}}}^{\dot{\mathbf{O}}} Q x BFI$$

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

Where FA = Fuel Cost Adjustment (plus or minus)

CFI = Current Fuel Index BFI = Base Fuel Index

Q = Monthly total gallons of fuel

E Payment

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

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



Wisconsin Department of Transportation

February 6, 2023

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #22: 2722-07-72, WISC 2023227

C New Berlin Moorland Road W Beloit Road to W National Ave

CTH O

Waukesha County

Letting of February 14, 2023

This is Addendum No. 01, which provides for the following:

Schedule of Items:

	Revised Bid Item	Quantitie	S		
			Proposal	Proposal	Proposal
Did Itom	Itom Description	Linit	Total Prior	Quantity	Total After
Bid Item	Item Description	Unit	to	Change (-)	Addendum
			Addendum	,	
602.0410	Concrete Sidewalk 5-inch	SF	33,598	7,208	40,806

Plan Sheets:

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
55	Paving Detail (revised legend item)
56	Paving Detail (revised legend item)
57	Paving Detail (revised legend item)
58	Paving Detail (revised legend item)
59	Paving Detail (revised legend item)
60	Paving Detail (revised legend item)
61	Paving Detail (revised legend item)
62	Paving Detail (revised legend item)
63	Paving Detail (revised legend item)
64	Paving Detail (revised legend item)
65	Paving Detail (revised legend item)
66	Paving Detail (revised legend item)
67	Paving Detail (revised bid item callouts; revised legend item)
68	Paving Detail (revised legend item)
69	Paving Detail (revised bid item callouts; revised legend item)
70	Paving Detail (revised bid item callouts; revised legend item)

	71	Paving Detail (revised bid item callouts; revised legend item)
ĺ	372	Miscellaneous Quantities (revised quantities for Concrete Sidewalk 5-inch)
Ī	373	Miscellaneous Quantities (revised quantities for Concrete Sidewalk 5-inch)

Schedule of Items

Attached, dated February 6, 2023, are the revised Schedule of Items Page 4.

Plan Sheets

The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 55 - 71, 372, and 373.

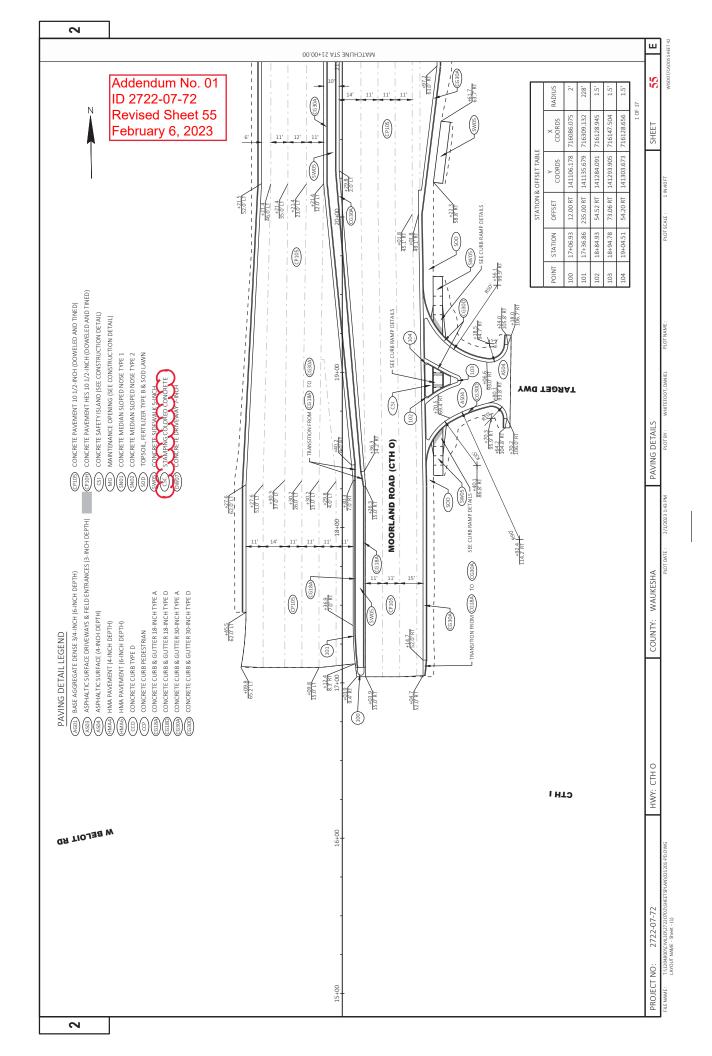
The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

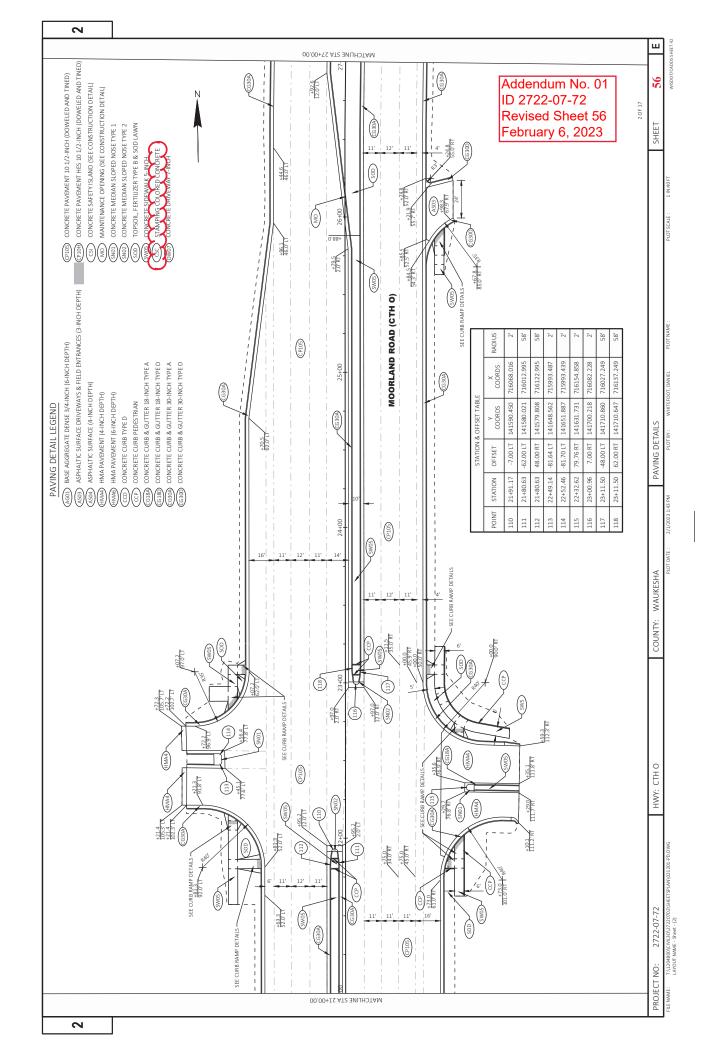
Sincerely,

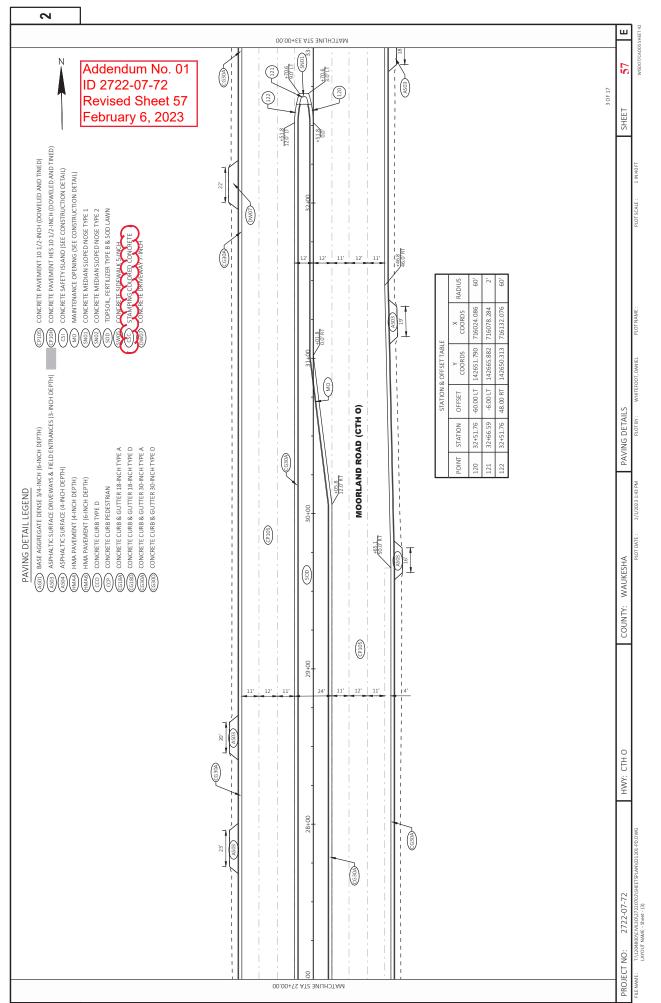
Mike Coleman

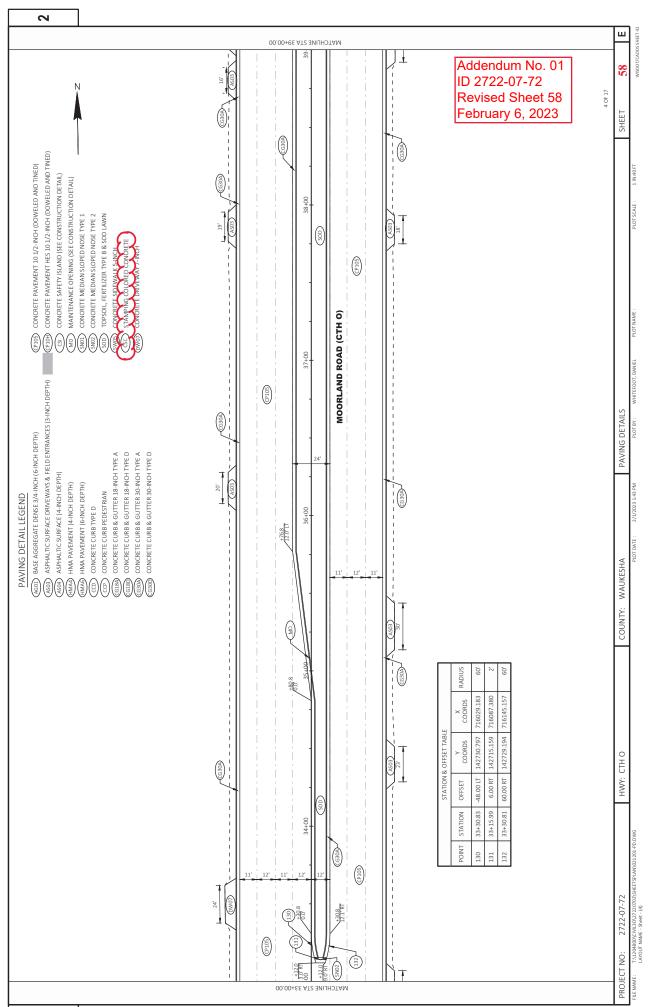
Proposal Development Specialist Proposal Management Section

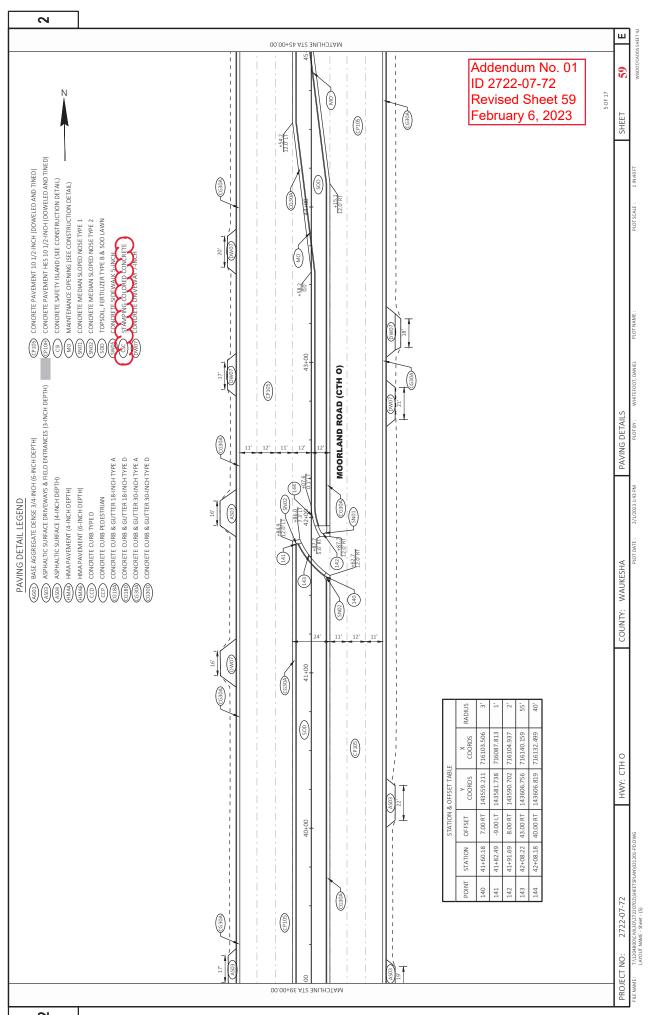
END OF ADDENDUM

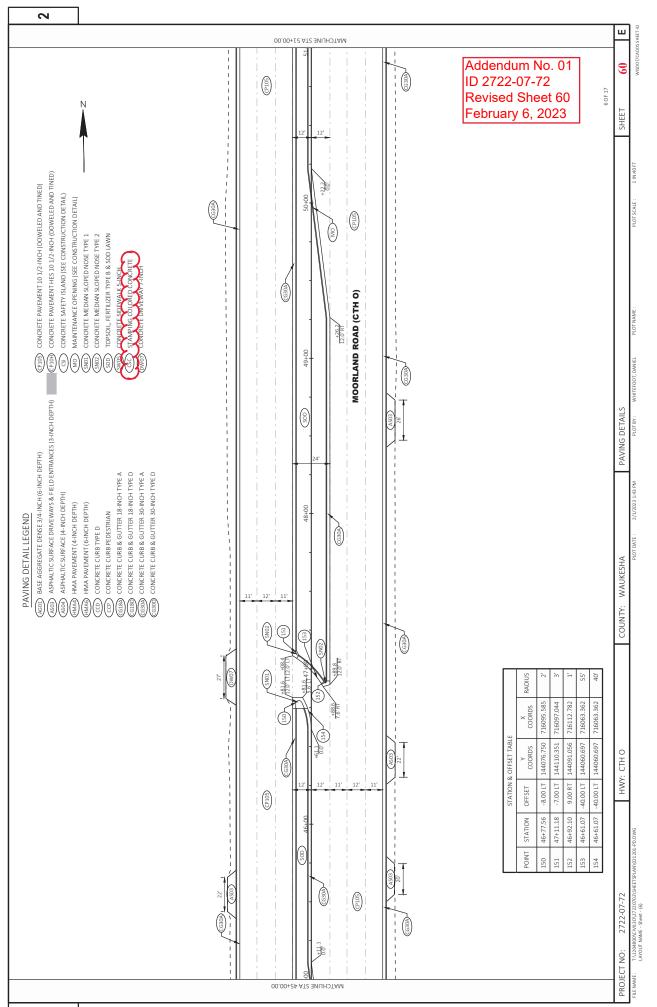


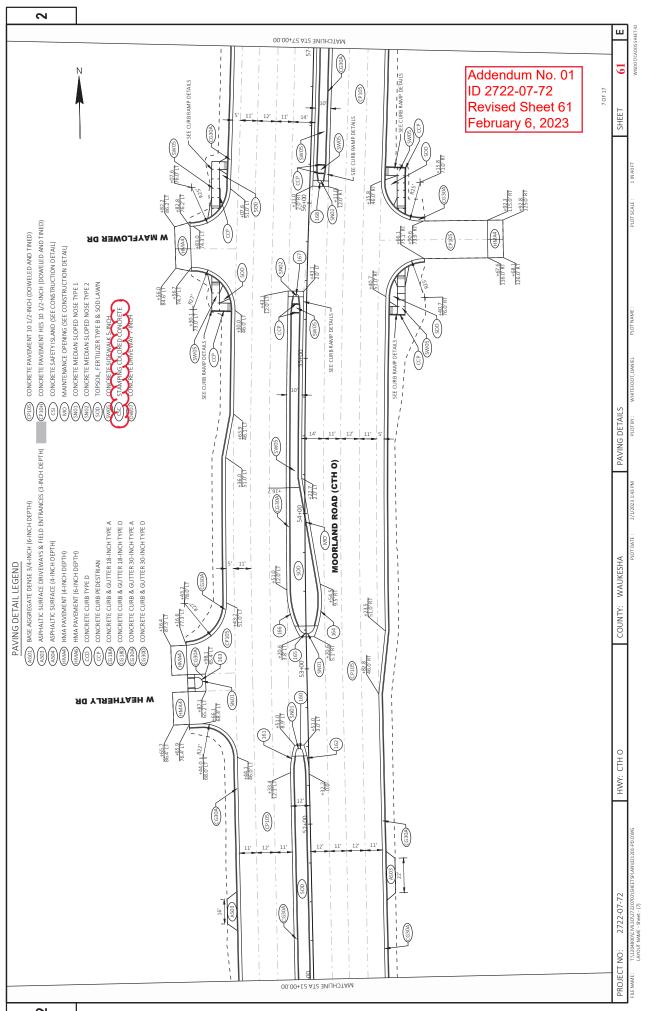


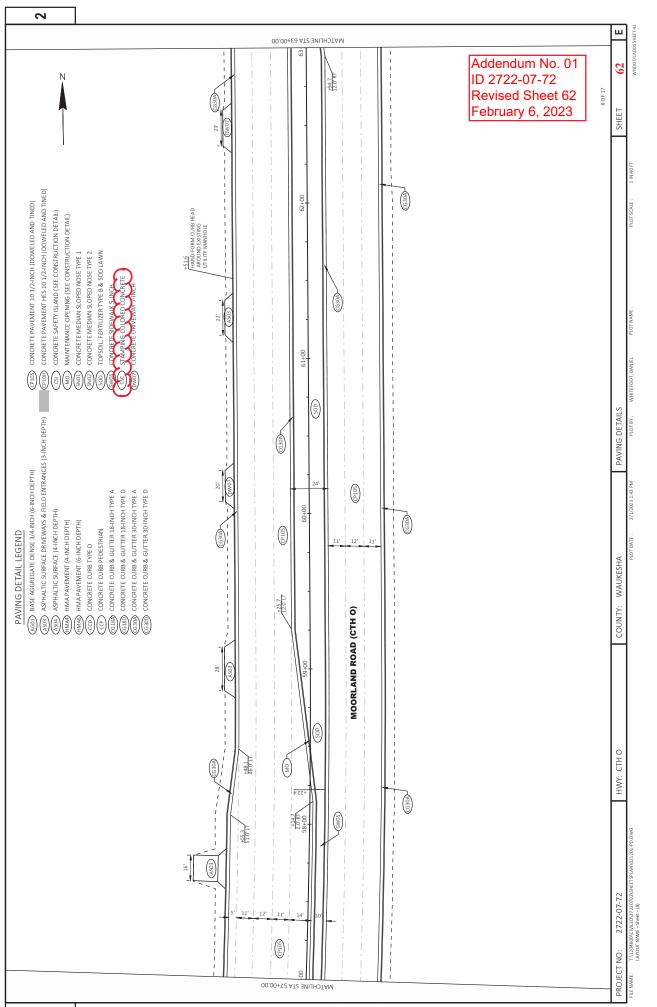


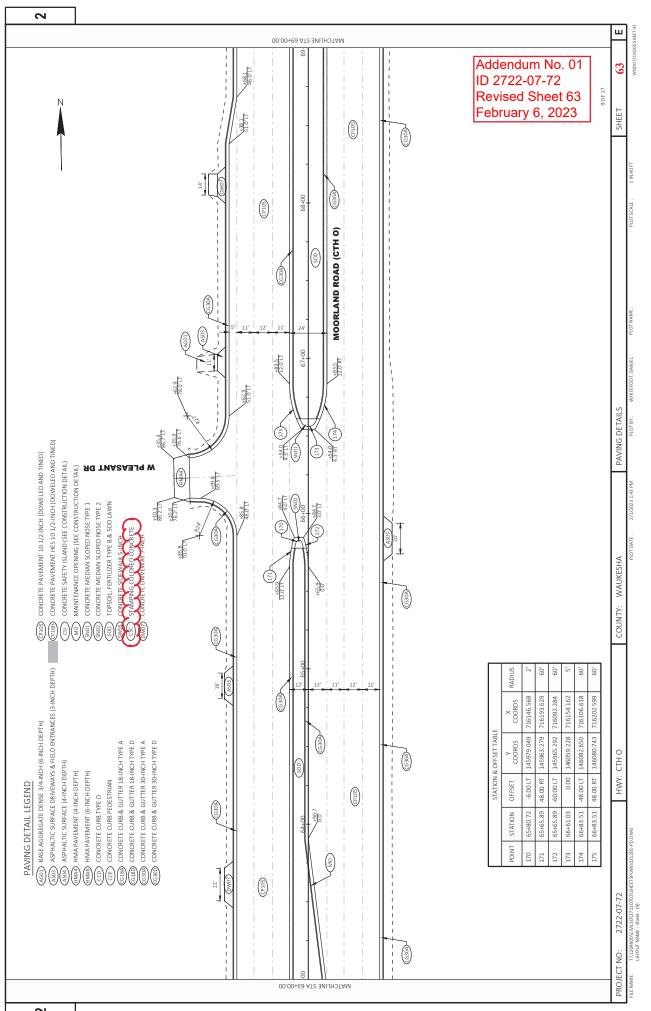


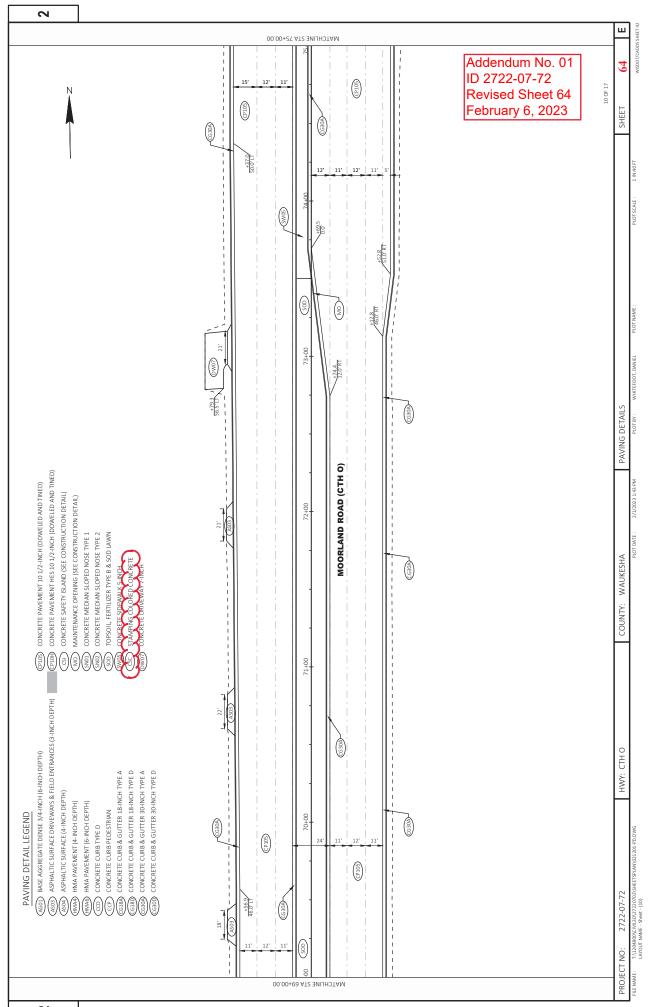


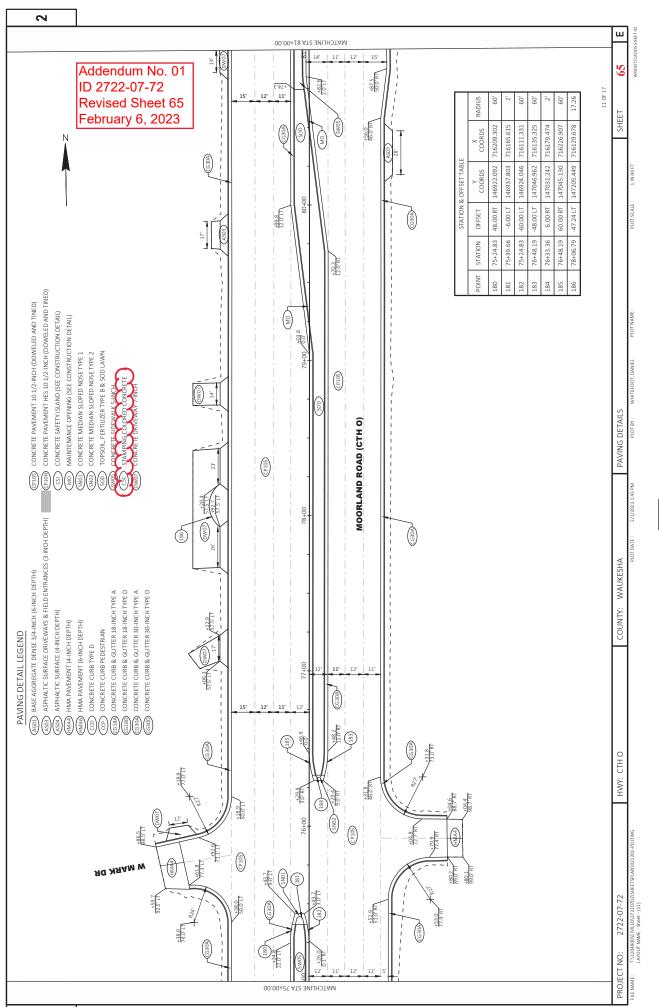


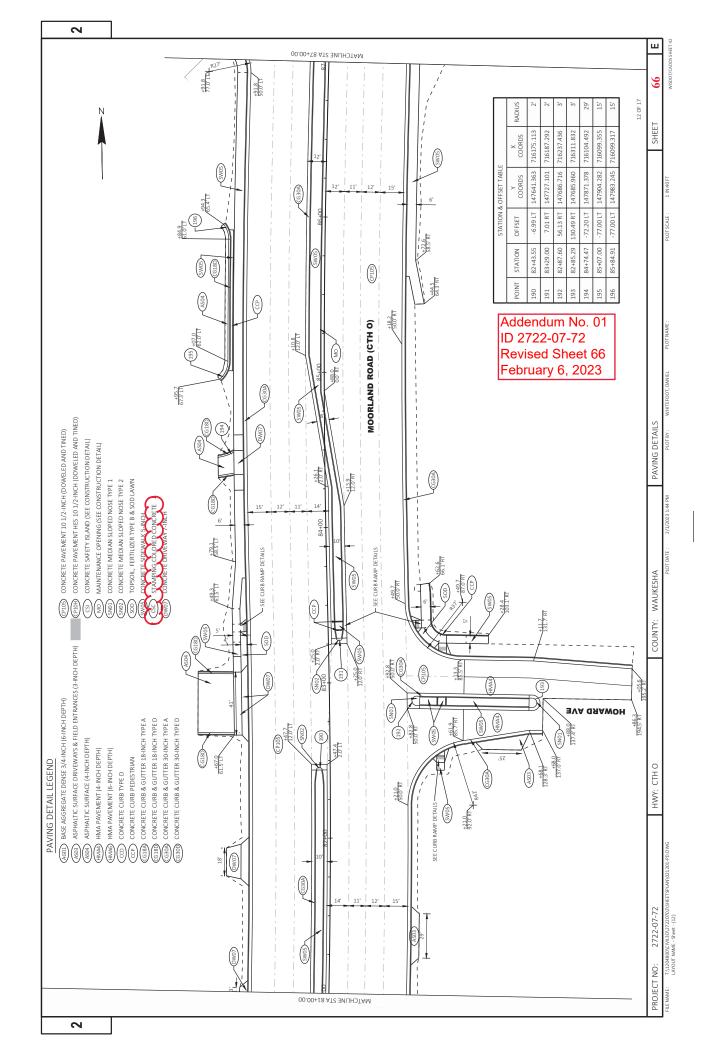


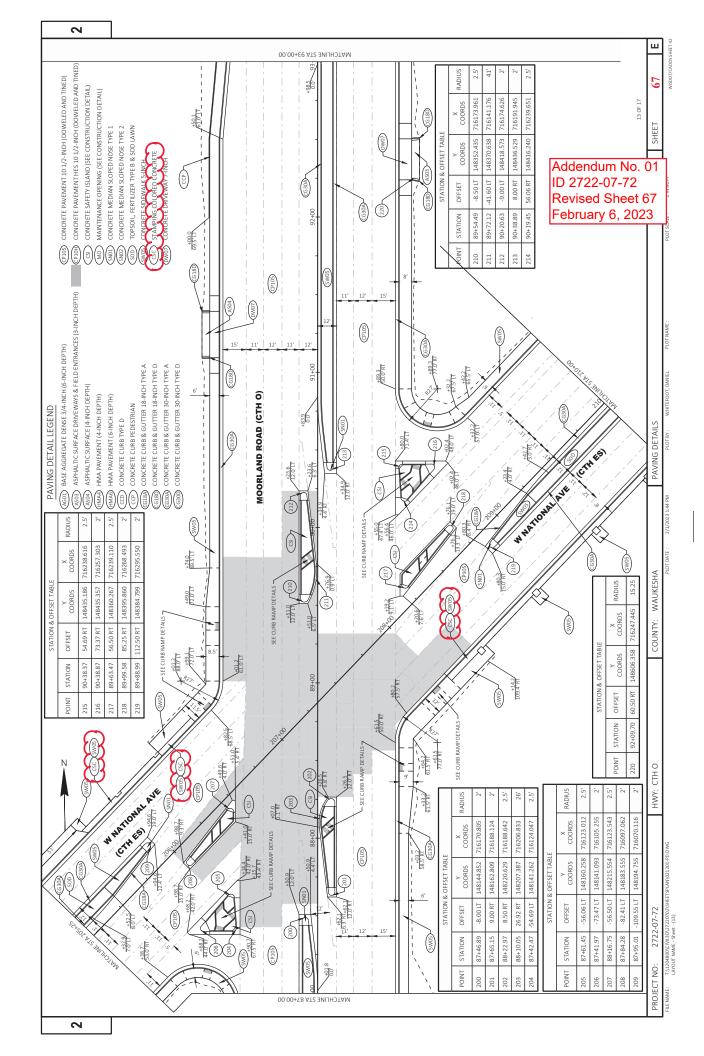


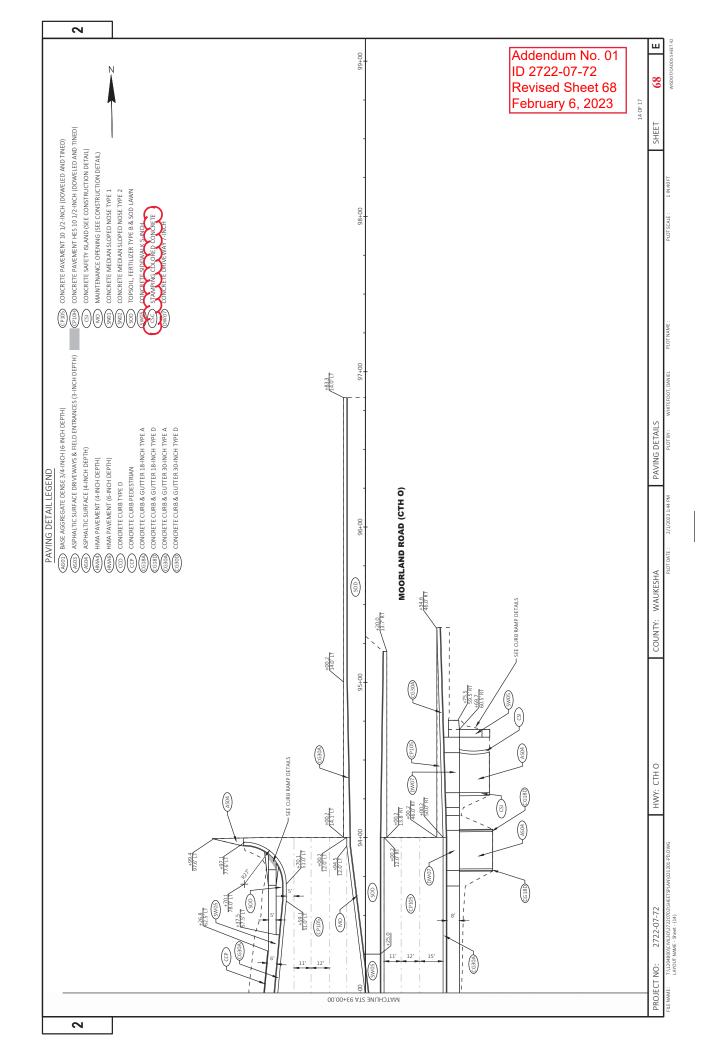


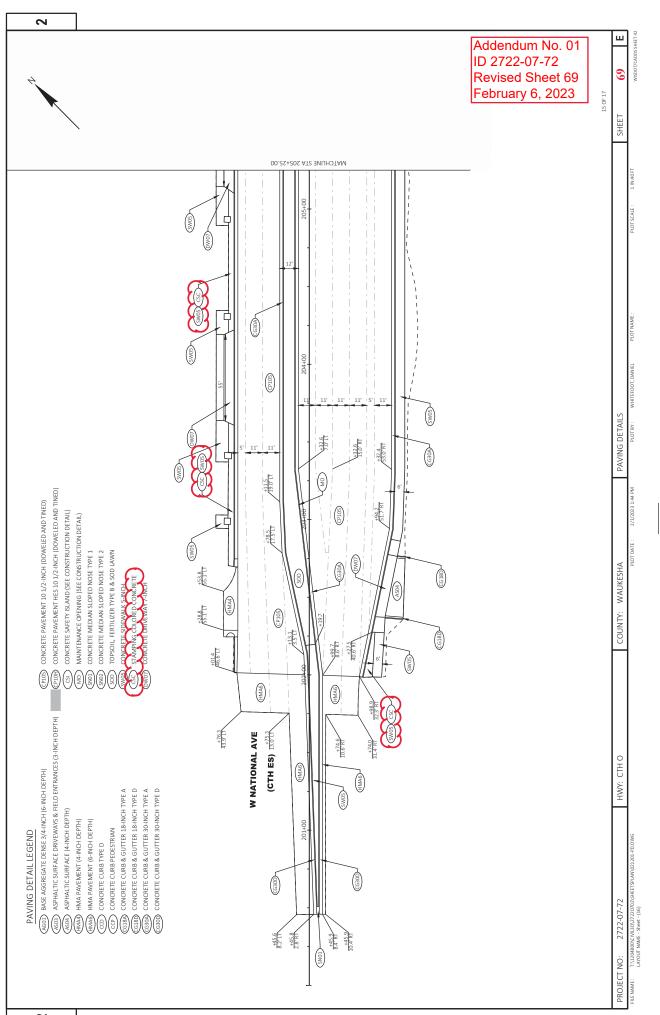


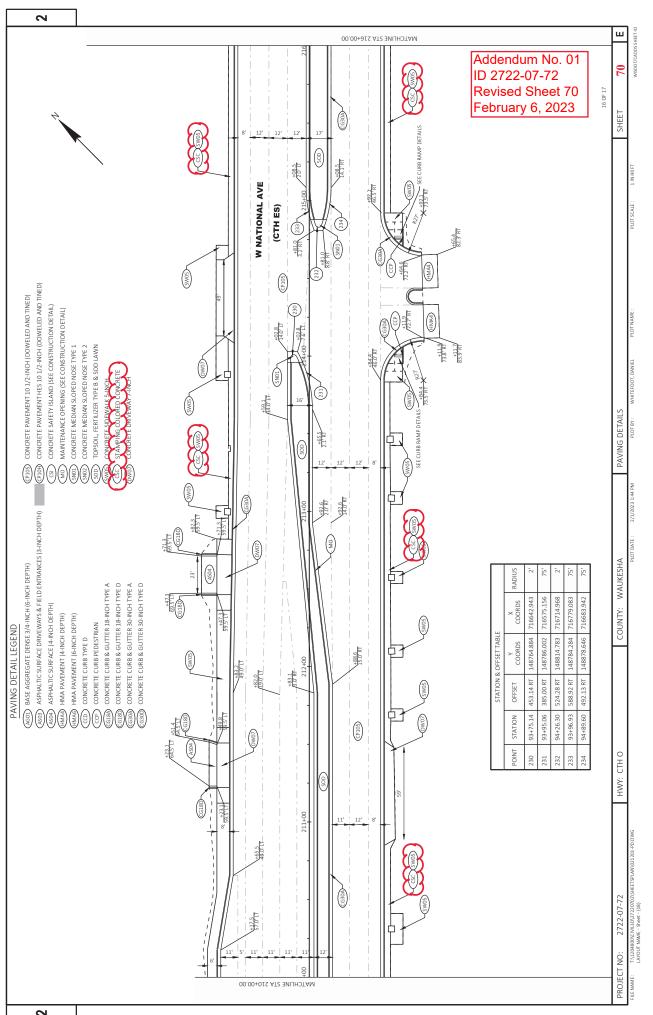


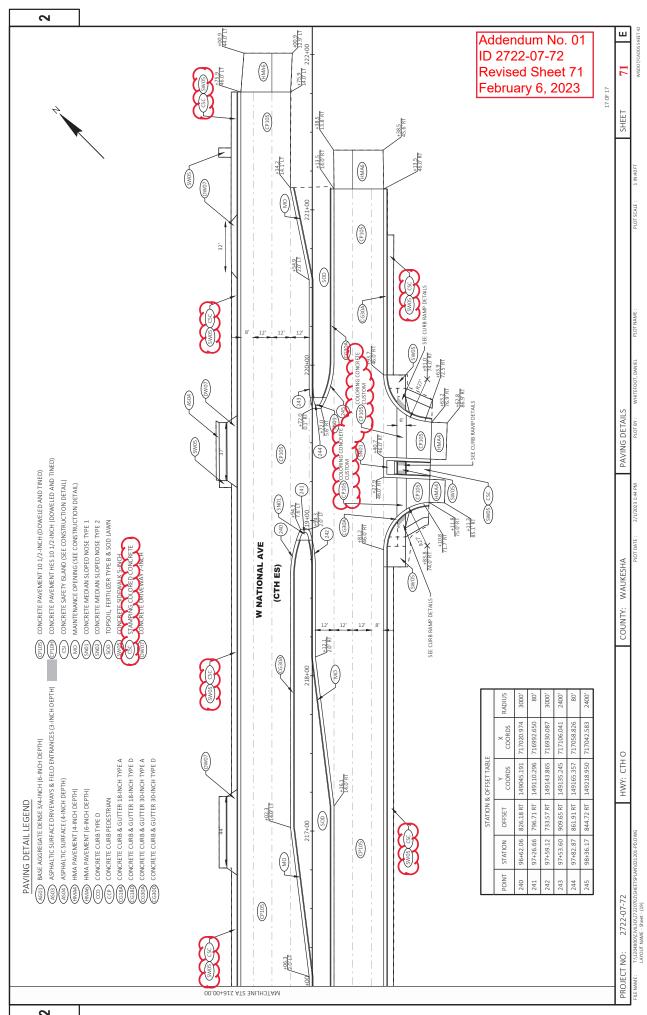












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	620.0300	CONCRETE MEDIAN SLOPED NOSE SF	24	9	1 ;	21	2	27	I	21	2.1	28	122	l		977	44	89		545		1:	40		2	24	4	41	1	2.1	ν (S			291	ł	
	602.2400	CONCRETE SAFETY ISLANDS SF	378	ı	I		: :	ı	1	I		ı	1,637	130		1.037		I		3,182				ı	-	1		ı	-	ı	9	040			648		
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	415.0105	CONCRETE PAVEMENT 10 1/24NCH SY	1,959	3,111	2,754	2,287	2,540	3,266	2,272	2,690	2.769	2,314	4,235	004		1.323	5,751	4,659		50,475		2,194	3,834	2,572	2,567	2,301	2,033	2,612	2,402	3,212	7,862	541			35,367		
		STATION	21+00	27+00	33+00	39+00	51+00	27+00	93+00	00+69	81+00	87+00	93+00	00+66		210+00	216+00	222+25				21+00	33+00	39+00	45+00	51+00	07+00	00+69	75+00	8T+00	8/+00	93+00					
		STATION TO	17+04 -	21+00 -	27+00 -	33+00	45+00 -	51+00 -	- 00+25	- 00+69	- 00+69	81+00	87+00	- 00+66		205+25 -	,	216+00 -	T.			17+10 -	27+00 -	33+00	39+00 -	45+00 -	- 00+16	63+00	- 00+69	- 00+5/	- 00+18	93+00		,L			HWY: CTH O
			CIH U (SIAGE I)												CTH ES (STAGE 1)				STAGE 1 SUBTOTAL		CTH O (STAGE 2)													STAGE 2 SUBTOTAL			I
																																					PROJECT NO: 2722-07-72

		Addendur ID 2722-0 Revised S February)7- She	72 ee	! t 3	373																								
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	416.0620	DRILLED DOWEL BARS FACH	5	1		1		I	1	1				1	1		-	164				ı	ı						ı	
	416.0610	DRILLED TIE BARS FACH	S	9		1	1	I	1	1				1	166	cr.	7/7	403		415.0210	GAPS	EACH		9	9	4 00	, ,		24	ŀ
	415.0105 416.0170	CONCRETE DRIVEWAY 74NCH SY	5	1	1 1	1	1	I	ı	ı				1	1		ı	1,294		4										
	415.0105	CONCRETE CONCRETE PAVEMENT DRIVEWAY 10 1/2-INCH 74NCH 5/8 SY SY	5	215	1 1	1	1	ı	i	ı			1	ı	1		215	86,057	MENT	415.1105	HES 10 1/2 INCH	10			248	544	933		2,325	
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			CTH O (STAGE 3)													STAGE 3 SUBTOTAL					A FL	O LTC								







Proposal Schedule of Items

Page 4 of 19

Federal ID(s): WISC 2023227

SECTION: 0001 Waukesha County Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	460.6224 HMA Pavement 4 MT 58-28 S	65.000 TON		
0092	465.0105 Asphaltic Surface	134.000 TON		
0094	465.0120 Asphaltic Surface Driveways and Field Entrances	118.000 TON	·	·
0096	465.0125 Asphaltic Surface Temporary	524.000 TON	·	
0098	520.8000 Concrete Collars for Pipe	73.000 EACH		<u>-</u>
0100	601.0405 Concrete Curb & Gutter 18-Inch Type A	344.000 LF		·
0102	601.0407 Concrete Curb & Gutter 18-Inch Type D	306.000 LF	·	·
0104	601.0409 Concrete Curb & Gutter 30-Inch Type A	35,749.000 LF		
0106	601.0411 Concrete Curb & Gutter 30-Inch Type D	563.000 LF		
0108	601.0600 Concrete Curb Pedestrian	593.000 LF		
0110	602.0410 Concrete Sidewalk 5-Inch	40,806.000 SF		
0112	602.0505 Curb Ramp Detectable Warning Field Yellow	436.000 SF	·	
0114	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	223.000 SF		·
0116	602.2400 Concrete Safety Islands	3,830.000 SF		
0118	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	97.000 LF		