

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **001**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
1204-08-73	WISC 2025145	Mount Horeb - Madison, CTH G to West Verona Ave/Epic Ln	USH 018	Dane
1204-08-74	WISC 2025146	Mount Horeb - Madison, West Verona Ave/Epic Ln to STH 69	USH 018	Dane

## 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: \$290,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: January 14, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time June 01, 2026	<b>SAMPLE NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 8%	This contract is exempt from federal oversight.

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

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

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

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

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

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

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

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

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

Notary Seal

<b>Type of Work:</b> Removals, Milling, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Structure Rehabilitation, Culvert Pipe, Sign Structure, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Beam Guard, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Traffic Signals, Restoration.	<b>For Department Use Only</b>
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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



## BID PREPARATION

### **Preparing the Proposal Schedule of Items**

#### **A. General**

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

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

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

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

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

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

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

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

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

**B. Submitting Electronic Bids****B.1 On the Internet**

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

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

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

**Bidder Name**

**BN00**

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

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

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

**B Waiver of Electronic Submittal**

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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

# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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

## 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.

[illegible]

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

### Instructions for Certification

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

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

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

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



## Special Provisions

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**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Project 1204-08-73, Mount Horeb – Madison, CTH G to West Verona Ave/Epic Ln, USH 18, Dane County, Wisconsin; and Project 1204-08-74, Mount Horeb – Madison, West Verona Ave/Epic Ln to STH 69, USH 18, Dane 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, 2025 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 (20240703)

**2. Scope of Work.**

The work under this contract shall consist of grading, removing concrete pavement, base aggregate dense, concrete base, concrete pavement, widening Structures B-13-403/-52/-383/-573, extending Structure C-13-111, sign Structures S-13-612/-613/-614/-615/-616/-617, culvert pipe, storm sewer, signing, pavement marking, restoration, traffic control, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

**3. Prosecution and Progress.**

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

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.

**Interim Completion and Liquidated Damages – Stage 2 and Stage 3, Military Ridge State Trail: May 23, 2025.**

Complete construction operations on Military Ridge State Trail to the stage necessary to reopen it to through traffic by May 23, 2025. Do not reopen until completing the following work: Complete C-13-111 extension, grading, base aggregate, and trail surface.

If the contractor fails to complete the work necessary to reopen Military Ridge State Trail to traffic by May 23, 2025, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on May 24, 2025. 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.

**Interim Completion and Liquidated Damages – Stage 3B, eastbound off ramp to West Verona Avenue: 14 Calendar Days**

In Stage 3B, close eastbound off ramp to West Verona Avenue to through traffic for a maximum of 14 calendar days. Do not reopen until completing the following work: Complete all concrete and HMA paving, base aggregate shoulder, signing, and marking.

If the contractor fails to complete the work necessary to reopen eastbound off ramp to West Verona Avenue to traffic within 14 calendar days, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 14 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.

**Interim Completion and Liquidated Damages – Stage 3B, westbound onramp from West Verona Avenue: 14 Calendar Days**

In Stage 3B, close westbound onramp from West Verona Avenue to through traffic for a maximum of 14 calendar days. Do not reopen until completing the following work: Complete all concrete and HMA paving, base aggregate shoulder, signing, and marking.

If the contractor fails to complete the work necessary to reopen eastbound ramp to West Verona Avenue, westbound onramp from West Verona Avenue to traffic within 14 calendar days, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 14 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.

**Interim Completion and Liquidated Damages – Stage 3B, eastbound off ramp to Highway 69: 14 Calendar Days**

In Stage 3B, close eastbound off ramp to Highway 69 to through traffic for a maximum of 14 calendar days, each. Do not reopen until completing the following work: Complete all concrete and HMA paving, base aggregate shoulder, signing, and marking.

If the contractor fails to complete the work necessary to reopen eastbound off ramp to Highway 69 to traffic within 14 calendar days, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 14 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.

**Interim Completion and Liquidated Damages – Stage 4: November 19, 2025.**

Complete construction operations through Stage 4 on USH 18 and all ramps to the stage necessary to reopen it to through traffic by November 19, 2025. Do not reopen until completing the following work: Complete all pavement surface, base aggregate, permanent signage, and temporary epoxy.

If the contractor fails to complete the work necessary to reopen USH 18 and all ramps to traffic by November 19, 2025, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 20, 2025. 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.

**Stage 1A:**

Deliver and install concrete barrier temporary precast along the median shoulders at B-13-403 and B-13-573.

**Stage 1B:**

Deliver and install concrete barrier temporary precast along the eastbound outside lane from B-13-383 to the West Verona Ave/Epic Lane exit ramp and along the westbound outside lane from B-13-52 to the West Verona Ave/Epic Lane entrance ramp.

**Stage 2:**

Begin construction of the eastbound auxiliary lane from 488+00'EB' – 500+33'EB' and westbound auxiliary lane from 476+67'WB' – 501+00'WB'. Construction can begin on B-13-52 and B-13-383, however no in-stream disturbance to the Sugar River is allowed until after May 15.

Begin construction of CTH G/Dairy Ridge Road from 32+00'G' – 51+50'G' including B-13-403 and the GA and GD ramps. Mill and repave USH 18/151 from 458+72'EB' – 466+43'EB' prior to setting new girders over eastbound to maintain required minimum vertical clearance over the roadway.

Construct the north and south structure extensions for C-13-111 along the Military Ridge State Trail.

Construct the temporary median widening along eastbound USH 18/151 from 534+40'EB' – 577+10'EB' during off-peak hours.

Construct the inside shoulder widening along the W4 ramp from 529+78'W4' – 544+00'W4' during off-peak hours. Construction of the new pier for B-13-573 can begin as long as it does not affect the existing structure.

**Stage 3A:**

Deliver and install additional concrete barrier temporary precast from eastbound CTH G entrance ramp to B-13-383. Continue construction of eastbound and westbound auxiliary lanes from Stage 2 plus along eastbound USH 18/151 from 479+30'EB' – 488+00'EB' and from 545+10'EB' – 566+00'EB'. In-stream disturbance to the Sugar River is allowed from May 16 – September 14 for construction of B-13-52 and B-13-383.

Continue construction of CTH G/Dairy Ridge Road from Stage 2 plus along CTH G from 51+50'G' – 61+85'G' including GB and GC ramps and GC. Continue/complete construction of B-13-403. 21 calendar days are allowed to complete the GB, GC, and portion of CTH G south of the GB and GC ramps during the ramp closures.

Delivery and install concrete barrier temporary precast along right side of travel lane. Construct the W4 ramp outside widening from 524+00'W4' – 540+30'W4' including B-13-573 during off-peak hours unless the work zone is protected by concrete barrier temporary precast.

Construct sign Structures S-13-612, S-13-615, and S-13-616.

**Stage 3B:**

Complete all construction at locations described in Stage 3A. In addition, construct the remaining locations of auxiliary lanes during ramp closures for the eastbound USH 18/151 exit ramp to West Verona Ave/Epic Lane, the West Verona Ave/Epic Lane entrance ramp to westbound USH 18/151, and the eastbound USH 18/151 exit ramp to STH 69. 14 calendar days are allowed to complete the work during each ramp closure. Only one ramp shall be closed at a time. Sign Structures S-13-613, S-13-614, and S-13-617 shall be completed during the associated ramp closure for their specific location.

**Stage 4:**

Complete concrete pavement approach slabs at B-13-52 and B-13-383.

Complete repairs to northeast wingwall of B-13-573 and associated roadway impacts as a result of the structure work.

During off-peak hours, remove temporary median widening constructed in Stage 2 for eastbound USH 18/151 from 534+40'EB' – 577+10'EB' and grade for final condition.

## Winter Shutdown

Winter shutdown will commence with the completion of Stage 4 in the Fall of 2025. Do not resume with Stage 5 work in 2026 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2026. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

### Stage 5:

Complete any remaining permanent pavement marking improvements within the entire project limits which were unable to be completed during previous construction stages.

## Migratory Birds

Swallow or other migratory bird nests have been observed on or under the existing structure(s). All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15 to August 31.

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

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

- B-13-0052
- B-13-0383
- B-13-0403
- B-13-0573
- C-13-0111

## Fish Spawning

There shall be no instream disturbance of Sugar River at Station 489+00 (EB and WB) as a result of construction activity under or for this contract, from September 15 to May 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of trout.

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

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

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

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

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

The department has contracted with others and will perform the following operations after October 31 and prior to April 1:

- Cutting down and removing trees.

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

### **Rusty Patched Bumble Bee**

Vegetation/trees/brush shall be removed by April 1, prior to any flowering forb growth. Stripped topsoil will be salvaged and reused. Use flowering shrubs as shown on the plans.

### **Threatened Turtle Species**

Threatened turtle species are known to inhabit the project corridor. It is reasonable to assume that threatened turtle species may be present at or near the project site during construction. Protect the perimeter of the areas to be disturbed with properly trenched-in silt fence before March 5 to discourage turtles from entering the work area. If the construction area cannot be protected by silt fence by March 5, install the silt fence before construction activities, conduct a survey of the area within the silt fence, and remove turtles confined within the construction area before any site disturbance. Turtles may be observed crossing the road during normal migration or to reach nesting areas. If turtles are found in the project area, stop construction work and promptly remove the turtles from the construction site to a safe location in the direction they were traveling.

### **Glade Mallow**

Stripped topsoil from north side of C-13-111 shall be salvaged before culvert extension work begins and reused after culvert extension work is completed.

### **Work Restrictions**

Temporary wetland impacts shall be limited to those shown on plans, will be restored to preconstruction contours, seeded with native seeding as shown in the plans. Temporary impacts to wetlands shall not take place longer than 90 days.

Do not close traffic lanes, shoulders or ramps on USH 18/151 outside the allowed time periods specified in the Traffic article of these special provisions.

Flagging operations will not be allowed on USH 18/151. Rolling closures will be allowed as described under the Traffic article.

Do not close traffic lanes or shoulders on USH 18, STH 69, CTH G, West Verona Avenue, or the associated ramps outside the allowed time periods specified in the Traffic article of these special provisions. Assessments per the Lane Rental Fee Assessment article will be charged for lane closures outside the allowed time periods.

The Epic XGM will occur from April 28, 2025 to May 9, 2025. Peak hours restrictions will be extended in the westbound direction from 6:00 AM to 10:00 AM. Peak hours restrictions will be extended in the eastbound direction from 3:00 PM to 7:00 PM.

Adjacent interchange ramps in the same direction shall not be closed concurrently.

Do not store equipment or materials or use any other construction operation on the Military Ridge Trail Crossing or Sugar River Wetlands State Natural Area other than the limits shown on the plans.

Provide access to residents on Bobcat Lane at all times via Dairy Ridge Road or CTH G.

Any drop off locations need to be delineated or eliminated according to Standard Spec 104.6.1.2.3.

#### **4. Lane Rental Fee Assessment.**

##### **A General**

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

##### **B Lane Rental Fee Assessment**

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

- \$1,500 per lane, per direction of travel, per hour broken into 15-minute increments

The Lane Rental Fee Assessment represents a portion of the cost of the interference and inconvenience to the road users for each closure. All lane, roadway, or ramp closure event increments 15 minutes and less will be assessed as a 15-minute increment.

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

Lane Rental Fee Assessments will not be assessed for closures due to crashes, accidents, or emergencies not initiated by the contractor.

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires before the completion of specified work in the contract, additional liquidated damages will be assessed as specified in standard spec 108.11 or as specified within this contract.

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#### **5. Traffic.**

The following is a general overview of the traffic control and staging required throughout all stages of the project. The staging requirements are described further in the Prosecution and Progress article of these special provisions.

##### **Traffic Operations**

##### **All Stages**

Utilize Basic Traffic Queue Warning System and speed reduction to 55 mph along USH 18/151 for mainline traffic entering the project limits.

##### **Stage 1A**

Close eastbound and westbound USH 18/151 inside lanes to deliver and install concrete barrier temporary precast.

##### **Stage 1B**

Close USH 18/151 outside lanes to deliver and install concrete barrier temporary precast along the outside lanes.



## **Stage 2**

Outside lanes remain closed from Stage 1B. During off-peak hours, shift eastbound traffic to outside lane downstream of West Verona Ave/Epic Lane exit ramp. During peak hours, two eastbound through lanes shall remain open between the West Verona Ave/Epic Lane and STH 69 interchanges.

Close CTH G/Dairy Ridge Road north of the eastbound USH 18/151 ramp terminals. Close the westbound and eastbound USH 18/151 entrance/exit ramps at CTH G. Detour routes shall be posted for the CTH G closure. Short-term lane shifts along USH 18/151 are needed for overhead work at B-13-403.

During off-peak hours, shift traffic onto outside shoulder along W4 ramp downstream of B-13-573 to construct inside shoulder widening along W4 ramp.

Close and detour the Military Ridge State Trail during work on C-13-111.

## **Stage 3A**

Outside lanes of USH 18/151 remain closed from CTH G interchange to West Verona Ave/Epic Lane interchange. Close inside lane of westbound USH 18/151 downstream of the West Verona Ave/Epic Lane exit ramp and shift traffic back to inside lane downstream of B-13-573. Short-term lane shifts are needed for overhead work at B-13-403 and B-13-573.

Close CTH G/Dairy Ridge Road north of the eastbound USH 18/151 ramp terminals. Close the westbound and eastbound USH 18/151 entrance/exit ramps at CTH G. Detour routes shall be posted for the CTH G closure. Short-term lane shifts along USH 18/151 are needed for overhead work at B-13-403.

Shift eastbound USH 18/151 traffic to temporary median widening constructed in Stage 2 between the West Verona Ave/Epic Lane interchange and STH 69 interchange. Two eastbound lanes shall be open at all times east of the W4 entrance ramp.

Shift traffic on the inside shoulder along the W4 ramp. Post the W4 ramp as 11' width restriction.

Military Ridge State Trail will remain open after May 23, 2025.

## **Stage 3B**

Same traffic patterns as Stage 3A except that ramp closures are allowed at the exit ramp from eastbound USH 18/151 to West Verona Ave/Epic Lane, entrance ramp from West Verona Ave/Epic Lane to westbound USH 18/151 and exit ramp from eastbound USH 18/151 to STH 69.

## **Stage 4**

Close inside lanes of USH 18/151 from the CTH G interchange to the West Verona Ave/Epic Lane interchange and shift traffic onto the shoulders of the new auxiliary lanes constructed during Stages 3A/3B.

Close CTH G/Dairy Ridge Road north of the eastbound USH 18/151 ramp terminals. Close the westbound and eastbound USH 18/151 entrance/exit ramps at CTH G. Detour routes shall be posted for the CTH G closure. Short-term lane shifts along USH 18/151 are needed for overhead work at B-13-403.

During off-peak hours, close the eastbound inside lane downstream of the West Verona Ave/Epic Lane exit ramp. Both through lanes shall remain open during peak hours.

Shift traffic onto outside shoulder on widened Structure B-13-573 along the W4 ramp.

## **Stage 5**

All roadways are open on the newly reconstructed pavements. Utilize various short-term lane closures, lane shifts, and moving pavement marking operations to upgrade to current standards the remaining existing markings widths within the project.

Lane closures during stage 5 if they occur in 2026 shall only occur at night between 7:00 PM to 6:00 AM.

## **Military Ridge State Trail Closure**

The Military Ridge State Trail will be closed during the extension of C-13-111.

## **Lane and Shoulder Closures**

Single lane closures on USH 18/151 will be allowed during permitted lane closure times defined below in this article. During the times when one lane is allowed to be closed, a minimum clear width of 16 feet, including the adjacent shoulder, shall be maintained at all times. Times listed for lane and shoulder closures included setup and breakdown of any equipment and traffic control devices.

Single lane closures on WB USH 18/151, east of W. Verona Avenue, are permitted from 12:00 AM to 6:00 AM and 9:00 AM to 11:59 PM. Times and locations listed are defined as off-peak. 6:00 AM to 9:00 AM is defined as peak for the locations discussed in this paragraph.

Single lane closures on EB USH 18/151, east of W. Verona Avenue, and the eastbound on ramp from West Verona Avenue 'W4' ramp are permitted from 12:00 AM to 3:00 PM and 6:00 PM to 11:59 PM. Times and locations listed are defined as off-peak. 3:00 PM to 6:00 PM is defined as peak for the locations discussed in this paragraph.

## **Roadway, Ramp, and Rolling Stop Closures**

Maintain full access as shown in the Construction Staging section of the plans except those defined in the Prosecution and Progress article of these special provisions.

Place Traffic Control Signs PCMS for all lane, roadway and ramp closures as shown on the plans at least seven days prior to the lane, roadway, or ramp closure.

### Rolling Closures

Nighttime rolling closures are permitted during nighttime hours, 12:00 AM to 5:00 AM and 10:00 PM to 11:59 PM.

### Ramp Closures

Nighttime ramp closures are permitted during nighttime hours, 12:00 AM to 5:00 AM and 10:00 PM to 11:59 PM.

Only one ramp shall be closed at a time for the West Verona Avenue and STH 69 ramps. A maximum of 14 calendar days are allowed for each ramp closure. Detour routes shall be posted for the ramp closures.

## **Traffic Control**

Use drums, barricades, or other traffic control devices to direct vehicular traffic in the work zone and to protect and delineate hazards such as open excavations and abrupt drop-offs.

Place roadway signing and roadway temporary pavement marking as directed by the engineer and in conformance to the Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD), latest edition. Traffic control shall be completely in place before traffic is switched, or as directed by the engineer.

Do not deliver or store materials and equipment within open travel lanes or open side roads during any stage of construction. Conduct operations in a manner that will cause the least interference to traffic.

## **Advance Notification**

Notify the organizations below 48 hours in advance of the start of work, closures of existing roads, and prior to traffic control changes. Notifications must be given by 4:00 PM on Thursday for such work to be done on the following Monday.

### **State Patrol/County Sheriff/Local Police**

Wisconsin State Patrol – DeForest Office  
(608) 846-8500

Dane County Sheriff  
(608) 266-4948

Verona Police Department  
(608) 845-9401

## Fire Departments/EMS/Ambulance

Verona Fire Department  
(608) 845-9401

Fitch-Rona EMS  
(608) 497-2909

## School Districts

Verona School District  
(608) 845-4300

## Military Ridge State Trail

Wisconsin Department of Natural Resources  
(608) 437-5711

## Wisconsin Lane Closure System Advance Notification

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

**TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION**

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

## Construction Access

All construction access is subject to approval of the engineer.

Construction traffic cannot travel counter-directional adjacent to USH 18/151 traffic.

Construction operations affecting the traveling public's safety on USH 18/151 will not be allowed during snow and ice conditions, or any other adverse weather conditions, unless approved by the engineer.

## 6. 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 USH 18/151 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 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day;
- From noon Sunday, August 17, 2025 to 6:00 AM Thursday, August 21, 2025 for Epic User Group Meeting;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day;
- From noon Wednesday, November 26, 2025 to 6:00 AM Monday, December 1, 2025 for Thanksgiving.

stp-107-005 (20210113)

## 7. Utilities.

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

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process or from the project engineer after the contract has been awarded and executed.

stp-107-065 (20240703)

Any utility facility locations (stations, offsets, elevations, depths) listed in this article are approximate.

### **Projects 1204-08-73 and 1204-08-74**

The following utilities have facilities in the area:

**Alliant Energy (Electricity)** has overhead facilities crossing USH 18 at Station 480+25, then east along the south right-of-way line to cross again at Station 505+60. No conflicts are anticipated.

**Spectrum (Communications)** has underground facilities located along the north right-of-way of USH 18.

Prior to construction, Spectrum will relocate the fiber optic cable crossing CTH G at Station 46+40'G' from a new vault at Station 46+74'G', 136' RT to the existing vault at 463+59'GA', 94.5' LT and discontinue the existing duct.

**TDS Telecom (Communications)** has underground fiber optic lines located on the east and west sides of Dairy Ridge Road crossing at Station 42+00'G', the north side of Bobcat Lane, and the west side of Military Ridge State Trail crossing USH 18 at Station 501+60 and again at Station 544+80.

Prior to construction, TDS will remove the existing pedestal at Station 35+90'G', LT and splice the underground cable. TDS also will replace the cables crossing USH 18 at Station 503+00'EB' with a deeper fiber optic cable, buried 36-inches below grade. The existing underground cables will be discontinued.

**WIN Technology (Communications)** has underground fiber optic located at the north right-of-way line of USH 18 at Station 505+75. No conflicts are anticipated.

## 8. Other Contracts.

The following projects will be under construction concurrently with the work under this contract:

City of Verona Project: West Road

Contact: Bryan Manning, Public Works Director, City of Verona, [bmanning@veronawv.gov](mailto:bmanning@veronawv.gov), (608) 845-6695.

Construction will be occurring north of the CTH G / USH 18/151 Interchange beginning in fall 2025. This includes a new road over the Sugar River between Dairy Ridge Road and Country View Road. Proactively coordinate traffic control and work operations with both projects.

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

The department has obtained an individual Section 404 Permit from the U.S. Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

A copy of the permit is available from the regional office by contacting Kevin Drunasky at (608) 246-3811.

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a U.S. Army Corps of Engineers Section 404 permit modification is required. If a Section 404 permit modification is necessary, obtain the permit modification prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the permit modification. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit modification request.

stp-107-054 (20230629)

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

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

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

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

A certificate of permit coverage is available from the regional office by contacting Kevin Drunasky at (608) 246-3811. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

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

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

## **12. Environmental Protection - Dewatering.**

*Add the following to standard spec 107.18:*

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

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

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

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

## **13. Construction Over or Adjacent to Navigable Waters.**

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

stp-107-060 (20171130)

## **14. Erosion Control Structures.**

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

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

stp-107-070 (20191121)

**15. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.**

John Roelke, License Number All-119523, inspected Structure B-13-052/383/403/573, C-13-111 for asbestos on August 10, 2023. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from Kevin Drunasky, (608) 246-3811, [Kevin.Drunasky@dot.wi.gov](mailto:Kevin.Drunasky@dot.wi.gov).

stp-107-127 (20220628)

**16. Notice to Contractor - Traffic Signals & Lighting, General**

Unless otherwise indicated, State Specifications in this section shall be in reference to the State of Wisconsin Department of Transportation, Division of Highways, "Standard Specifications for Highway and Structure Construction", Latest Edition, including Supplemental Specifications.

Electrical materials installed on this project shall conform to the requirements of the latest edition of the Wisconsin Department of Transportation Qualified Electrical Products List. This list is available at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/prods/qpl.aspx>

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 state-owned facilities shall be repaired or relocated as needed at the contractor's expense.

**Department Furnished Equipment:**

WisDOT will be responsible for furnishing installing the traffic signal control cabinet and controller at the USH 18/151 WB Ramps & Dairy Ridge Rd/CTH G intersection. All connections in the signal cabinet and programming of the signal controller will be completed by WisDOT. Coordinate construction activities with WisDOT. Contact Graham Heitz of WisDOT at (608) 246-5362, 7 days prior to signal turn-on to make arrangements.

WisDOT will be responsible for furnishing and installing the video detection camera on SB1 and making the connections within the traffic signal cabinet. The contractor is responsible for transporting and installing the WisDOT furnished CAT-5E cable.

Notify Graham Heitz of WisDOT at (608) 246-5362 to make arrangements for picking up the southwest region furnished materials three working days prior to picking the materials up and transporting to the project site.

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

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

stp-108-060 (20141107)

**18. Removing Apron Endwalls, Item 204.9060.S.001.**

**A Description**

This special provision describes removing Apron Endwalls conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

## **D Measurement**

The department will measure Removing Apron Endwalls by each unit, acceptably completed.

## **E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.001	Removing Apron Endwalls	EACH
stp-204-025 (20230113)		

## **19. Removing Pipe Underdrain 6-Inch, Item 204.9090.S.002.**

### **A Description**

This special provision describes removing underdrain conforming to standard spec 204.

### **B (Vacant)**

### **C (Vacant)**

## **D Measurement**

The department will measure Removing Underdrain in linear foot, acceptably completed.

## **E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.002	Removing Pipe Underdrain 6-Inch	LF
stp-204-025 (20230113)		

## **20. Removing Asphaltic Longitudinal Notched Wedge Joint Milling, Item 204.0126.S.**

### **A Description**

This special provision describes the milling and removing of the upper layer HMA longitudinal notched wedge joint, including sweeping and cleaning of the affected area prior to paving the adjacent lane. Follow drop-off and hazard protection in standard spec 104.6.1.2.3.

### **B (Vacant)**

### **C Construction**

Prior to paving the adjacent upper layer HMA lane, mill longitudinal notched wedge joint to a true line with a face perpendicular to the surface of the existing asphaltic surface pavement as the plans show or the engineer directs. Provide a uniform milled surface that is reasonably plane, free of excessively large scarification marks, and has the grade and transverse slope the plans show, or the engineer directs. Do not damage the remaining pavement.

Use a self-propelled milling machine with depth, grade, and slope controls. Shroud the drum to prevent discharging loosened material onto the adjacent work areas or live traffic lanes. Provide an engineer-approved dust control system.

Thoroughly clean the milled surface and completely remove all millings from the project site. Unless using a continuous removal and pick-up operation, do not windrow or store material on the roadway. Clear the roadway of all material and equipment during non-working hours. The contractor becomes the owner of the removed asphaltic pavement and is responsible for the disposal as specified in standard spec 204.3.1.3.

## **D Measurement**

The department will measure Removing Asphaltic Longitudinal Notched Wedge Joint Milling by the linear foot unit for all wedge joints, acceptably removed.



## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0126.S	Removing Asphaltic Longitudinal Notched Wedge Joint Milling	LF

Payment is full compensation for milling, removing, sweeping, cleaning, and disposing of materials.

stp-204-045 (20191121)

## 21. General Requirements for Blasting Rock.

*Add the following to standard spec 205.3.7:*

Perform all blasting in compliance with the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43.

### Blasting Plan Submittal

Not less than two weeks before commencing blasting operations, or at any time when changes to the drilling and blasting methods are proposed, submit a Blasting Plan to the engineer for review. The blasting plan shall contain full details of the drilling and blasting patterns and controls proposed for both the controlled and production blasting. Include the following minimum information in the blasting plan:

1. Station limits of proposed shot.
2. Plan and section views of proposed drill pattern including free face, burden, blasthole spacing, blasthole diameters, blasthole angles, lift height, and subdrill depth.
3. Loading diagram showing type and amount of explosives, primers, initiators, and location and depth of stemming.
4. Initiation sequence of blastholes including delay times and delay system.
5. Manufacturer's data sheets for all explosives, primers, and initiators to be employed.

The blasting plan submittal is for quality control and record keeping purposes. Review of the blasting plan by the engineer does not relieve the contractor of responsibility for the accuracy and adequacy of the plan when implemented in the field.

### Safety

Immediately notify the engineer of any incidents of fly rock, damage to any personal property, or existing roadway that is open to traffic, and any violations of the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43. Failure to do so shall be considered a safety violation under standard spec 107 and all work on the project may be stopped under standard spec 105.1(1).

Notify the engineer of the station, location, and 'size' of all blasts at least one hour before the blast.

Observe the entire blast area for a minimum of five minutes following a blast to guard against rock or debris fall before commencing work in the area.

The engineer has the authority to prohibit or halt the contractor's blasting operations if it is apparent that through the methods being employed, the required slopes are not being obtained in a stable condition, the safety and convenience of the traveling public is being jeopardized, or vibration levels above the allowable levels occur.

### Condition Surveys

Conduct and document pre-blast and post-blast surveys of any nearby buildings or structures as required by the scaled-distance equation specified in the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43. Make right of entry arrangements with the property owners for these condition surveys. Before any blasting, make the pre-blast survey records available to the engineer for review. After completion of blasting operations, perform a post-blast survey and make these records available to the engineer for review. The contractor shall be responsible for any damage resulting from blasting.

These condition surveys shall consist of visually inspecting and recording all existing defects in the structures before and after blasting operations. Photographs and/or videotape may be used to assist in documentation. Submit a written report to the department detailing the visual and photographic investigation of potentially affected structures. This report will include copies of the pre-blast and post-blast surveys and discuss any discrepancies and findings of these surveys.

If at any time during the progress of the work, the methods of drilling and blasting do not produce the desired result of a uniform slope and shear face, within the tolerances specified, drill, blast, and excavate in short sections, not exceeding 100 feet in length, until a technique is arrived at that will produce the desired results. Extra cost resulting from this requirement shall be borne by the contractor.

### **Vibration Control and Monitoring**

All vibration control and monitoring shall comply with Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43, Instrumentation and SPS 307.44, Control of Adverse Effects.

Whenever there is a potential for vibration damage to adjacent buildings, structures, or utilities, monitor each blast with an approved seismograph located, as approved, between the blast area and the closest structure subject to blast damage, and as close as practical to the subject structure. Peak particle velocity shall not be allowed to exceed the safe limits of the nearest structure subject to vibration damage.

A vibration specialist, approved by the engineer, shall perform vibration monitoring. The vibration specialist shall monitor vibration levels according to the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43 and interpret the seismograph records to ensure that the seismograph data shall be effectively utilized in the control of the blasting operations with respect to the existing structures and utilities.

According to the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43 consult with the owner of any structure or utility not listed in SPS 307.43 to establish maximum allowable limits on ground vibrations. In no case shall these vibration limits exceed the following criteria:

<b>Structure Type</b>	<b>Maximum Peak Particle Velocity (inches/second)</b>
Reinforced Concrete, Structures, Unoccupied	4.0
Steel Structures, Unoccupied	4.0
Buried Utilities	2.0
Wells and Aquifers	2.0
Green Concrete (Less than 7 days)	1.0

Furnish data recorded for each shot to the engineer before the next blast; the data shall include the following:

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

If the recorded vibration data exceeds the allowable levels established in the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43 or as specified in this special provision, immediately halt blasting operations. Submit a revised blasting plan to the engineer and do not resume blasting operations until the engineer approves the revised plan.

All costs associated with the work described herein shall be considered included in the bid item Excavation Rock.

stp-205-050 (20141107)

## **22. Base Aggregate Dense 3/4-Inch, Item 305.0110.**

*Add the following to standard spec 301.2.4.3:*

Furnish only aggregate classified as crushed stone for Dense 3/4-Inch when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.

swr-305-001 (20170711)

## 23. Base Aggregate Dense 1 1/4-Inch, Item 305.0120.

Add the following to standard spec 305.2.2.1:

When 1 1/4-Inch base aggregate is  $\geq$  50 percent crushed gravel, conform to the following gradation requirements:

SIEVE	PERCENT PASSING BY WEIGHT
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	3 - 10 <sup>[1]</sup>

<sup>[1]</sup> Limited to a maximum of 8.0 percent for base placed between old and new pavement.

swr-305-002 (20170711)

## 24. QMP Base Aggregate Dense 1 1/4-Inch Compaction, Item 371.2000.S.

### A Description

- (1) This special provision describes modifying the compaction and density testing and documentation requirements of work done under the Base Aggregate Dense 1 1/4-Inch bid items. Conform to standard spec 305 as modified in this special provision and to the contract QMP Base Aggregate article.
- (2) Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of dense graded base which meets all the requirements of this provision.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

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

- (4) This special provision applies to Base Aggregate Dense 1 1/4-Inch material placed: above at least 16 inches of subgrade improvement, 12 inches of subgrade improvement and geogrid or QMP subgrade provisions, between shoulder hinge points and lower than mainline pavement. Unless otherwise specified by the contract, all Base Aggregate Dense 1 1/4-Inch material placed on side roads, private and public entrances, individual ramps less than 1500 feet, passing lanes less than 1500 feet, tapers, turn lanes, and other undefined locations are exempt from the compaction and density requirement modifications and testing contained within this special provision.

### B (Vacant)

### C Construction

#### C.1 General

- (1) The engineer shall approve the grade before placement of the base. Approval of the grade shall be according to applicable provisions of the standard specifications.

Add the following to standard spec 305.3.2.2:

- (3) For 1 1/4-Inch dense graded base composed of  $\leq$  20% reclaimed asphaltic pavement (RAP) or crushed concrete (RCA), as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor must determine the material target density according to:

- Method 1: Maximum dry density according to AASHTO T-180, Method D, with correction for coarse particles and modified to require determination of Bulk Specific Gravity ( $G_m$ ) according to AASHTO T 85. Bulk Specific Gravities determined according to standard spec 106.3.4.2.2 for aggregate source approval may be utilized.
- (4) For 1 1/4-Inch dense graded base composed of >20% RAP or RCA, as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor may choose from the following options to determine the material target density:
- Method 2: Maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity ( $G_m$ ) according to AASHTO T 85.
- Method 3: Maximum wet density as determined by AASHTO T-180, Method D, modified to define *Maximum Density* as the wet density in pounds per cubic foot of soil at optimum moisture content using Method D specified compaction, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity ( $G_m$ ) according to AASHTO T 85.
- Method 4: Average of 10 random control strip wet density measurements as described in section C.2.5.1.
- (5) Compact the 1 1/4-Inch dense graded base to a minimum of 93.0% of the material target density for methods 1, 2 and 3. Compact 1 1/4-inch dense graded base to a minimum of 96% of the material target density for method 4. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction.
- (6) Base Aggregate Dense 1 1/4-Inch will be accepted for compaction on a lot basis.
- (7) Field density tests on materials using contractor elected target density methods 3 or 4 will not be considered for lot acceptance on the basis of compaction under the requirements of this provision until the moisture content of the in-place material is less than 2.0 percentage points above the maximum wet density optimum moisture or 2.0 percentage points of the average moisture content of the 10 density tests representing a control strip, respectively. Determine moisture content using AASHTO T255 as modified in CMM chapter 8 or a nuclear density gauge. If conducting AASHTO T255, sample materials after watering but before compaction.

## **C.2 Quality Management Program**

### **C.2.1 Quality Control Plan**

- (1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:
1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
  2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
  3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
  4. Descriptions of stockpiling and hauling methods.
  5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
  6. Location of the QC laboratory, retained sample storage, and other documentation.
  7. Lot layout and random test location plan.
  8. A description of placement methods and operations. Including, but not limited to: staging, construction of an initial working platform, lift thicknesses, and equipment.

### **C.2.1 Pre-Placement Meeting**

A minimum of two weeks before placement of Base Aggregate Dense 1 1/4-Inch material, hold a pre-placement meeting at a mutually agreed upon time and location. Present the Quality Control Plan at the meeting. Attendance at the pre-placement meeting is mandatory for the project superintendent, quality control manager, project inspection and testing staff, all appropriate contractor personnel involved in the sampling, testing, and quality control including subcontractors, and the engineer or designated representatives.

### **C.2.2 Personnel**

- (1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing. Adhere to the minimum required certifications for aggregate testing per part 7 of the standard specification. AASHTO T180 proctor testing requires a minimum certification level of AGGTEC-1.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

### **C.2.3 Equipment**

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at:  
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>
- (3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.
- (4) For all target density methods, conform to AASHTO T310 and CMM 8-15 for wet density testing and gauge monitoring methods.
- (5) For the specified target density determined using method 1 in section C.1, compute the dry densities for the compacted dense graded base, composed of < or = 20% RAP or RCA, according to AASHTO T310.
- (6) For contractor elected target density method 2 in section C.1, compute dry densities of dense graded base composed of >20% RAP or RCA using a moisture correction factor and the nuclear wet density value. Determine the moisture correction value, for each Proctor produced under the requirements of C.2.5, using the moisture bias as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required. Conduct a moisture bias test for every 7500 feet of Base Aggregate Dense 1 1/4-Inch placed. Determine natural moistures in the laboratory.
- (7) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted direct transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches, but not to exceed the depth of the compacted layer being tested. Perform each test for at least one minute of nuclear gauge count time.

### **C.2.5 Contractor Testing**

- (1) Perform compaction testing on the mainline dense graded base material, as defined by A.(4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.3. Conform to CMM 8-15 for testing and gauge monitoring methods.
- (2) Select test sites randomly using ASTM Method D3665. Random numbers may be determined using an electronic random number generator. Guidance for determining test locations can be found in section 8-30.9 of the Construction and Materials Manual (CMM). Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.
- (3) When a density target is determined in accordance methods 3 or 4 in section C.1, conduct density testing on same date of final compaction.

#### **C.2.5.1 Contractor Required Quality Control (QC) Testing**

- (1) Conduct testing at a minimum frequency of one test per lot. A lot is 1500 feet for each layer with a maximum width of 18 feet, minimum width of 6 feet, and minimum lift thickness of 2" of Base Aggregate Dense 1 1/4-Inch material placed. Each lot of compacted Base Aggregate Dense 1 1/4-Inch material, as defined by A.(4), will be accepted when the lot field density meets the required minimum density. Lots that don't achieve density requirements must be addressed and approved according to C.2.7.
- (2) Add separate lots for passing lanes and individual ramps greater than 1500 feet.

- (3) Combine partial lots less than 750 feet with the previous lot. Partial lots greater than or equal to 750 feet are standalone lots.
- (4) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective actions according to C.2.7. Deliver documentation of all compaction testing results to the engineer at the time of testing.

#### **C.2.5.1.1 Target Density Determination**

##### **C.2.4.1.1.1 Maximum Wet and/or Dry Density Methods**

- (1) For contractor elected target density methods 2 and 3 in section C.1, and contractually specified target density method 1 in section C.1; perform one gradation and 5-point Proctor test before placement of 1 1/4-Inch dense graded base. Perform additional gradations every 3000 tons according to standard spec 305 and 730. If sampling requirements are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.
- (2) Perform additional 5-point Proctor tests, at a minimum, when:
  - 1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve, by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to create a 5-point Proctor. Each 5-point Proctor test will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
  - 2. The source of base aggregate changes.
  - 3. Percent target density exceeds 103.0% on two consecutive density tests.
- (3) Provide Proctor test results to the engineer within two business days of sampling. Provide gradation test results to the engineer within one business day of sampling.
- (4) Split each contractor QC Proctor sample and identify it according to CMM 8-30. Deliver the split to the engineer within one business day for department QV Proctor testing.
- (5) Split each non-Proctor contractor QC sample and identify it according to CMM 8-30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

##### **C.2.5.1.1.2 Density Control Strip Method**

- (1) For contractor elected target density method 4 in section C.1, construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel. For blended material, reprocessed material and crushed concrete, perform additional gradations every 3000 tons according to standard spec 305 and 730. If sampling frequencies are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.
- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.
- (3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.
- (4) Construct additional control strips, at a minimum, when:
  - 1. The source of base aggregate changes.
  - 2. The four point moving average percentage of blended recycled materials, from classification of material retained on the No. 4 sieve in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip.
  - 3. The layer thickness changes more than 2.0 inches.
  - 4. The percent target density exceeds 103.0% on two consecutive density measurements.
- (5) Construct control strips using equipment and methods representative of the operations to be used to place and compact the remaining 1 1/4-Inch Base Aggregate Dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.
- (6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations. Subsequent density measurements will be taken at the same 3 locations. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take wet density measurements at the 3 marked locations. Continue compacting and testing until the increase in wet density measurements are less than 2.0 lb/ft<sup>3</sup>, or the density measurements begin to decrease.
- (8) Upon completion of control strip compaction, take 10 randomly located wet density measurements within the limits of the control strip. The final measurements recorded at the 3 locations under article C.2.4.1.1.2 may be included as 3 of the 10 measurements. Average the ten measurements to obtain the control strip target density and target moisture for use in contractor elected method 4 in section C.1. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

## **C.2.6 Department Testing**

### **C.2.6.1 General**

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project and provide test results to the contractor within two business days after the department obtains the sample.
- (2) When a density target is determined in accordance methods 3 and 4 in section C.1, conduct density testing on same date of final compaction.

### **C.2.6.2 Quality Verification (QV) Testing**

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.2.3 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 20% of the required gradation, density and Proctor contractor tests.
- (3) The department will utilize contractor's QC Proctor results for determination of the material target density. The department will verify QC Proctor values by testing QC Proctor split sample. The department will use QC Proctor value as a target density if the QC and QV Proctor test results meet the tolerance requirements specified in section C.2.6.2(7).
- (4) The department will locate gradation and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. Sampling for gradation may be done independently of nuclear density tests, before watering and before compacting. The department will split each QV sample, test half for QV, and retain the remaining half for 10 calendar days.
- (5) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (6) The department will utilize control strip target density testing results in lieu of QV Proctor sampling and testing when the contractor elected target density method 4 in section C.1 is used.
- (7) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions according to C.2.7 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

### **C.2.6.3 Independent Assurance (IA)**

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
  1. Split sample testing.
  2. Proficiency sample testing.
  3. Witnessing sampling and testing.
  4. Test equipment calibration checks.
  5. Requesting that testing personnel perform additional sampling and testing.

- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.2.6.4.

#### **C.2.6.4 Dispute Resolution**

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor shall review the data, examine data reduction and analysis methods, evaluate sampling and testing methods/procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

#### **C.2.7 Corrective Action**

- (1) Lots not achieving the minimum density requirements may be addressed and accepted for compaction according to the requirements of this section. Unless directed by the engineer, corrective actions taken to address an unacceptable lot must be applied to the entire lot corresponding to the non-conforming test.
- (2) Investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings according to ASTM D 6938. For material composed of >20% RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required.
- (3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2 and 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1, and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, shall be compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the Base Aggregate Dense 1 1/4-Inch, and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft<sup>3</sup> continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft<sup>3</sup>, the lot is accepted as satisfying the compaction requirements of this provision.
- (4) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2, or 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1 and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of geotextile fabrics, installation of breaker run material, or others to be completed, or may request an additional pass of compactive effort using equipment and methods representative of the operations used to place and compact the base aggregate dense and density test.
  1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft<sup>3</sup> in a lot continue subsequent compactive efforts and density testing on that lot. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft<sup>3</sup>, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.



2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds the minimum density requirement defined in section C.1, the lot is accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve the minimum density requirement defined in section C.1, compact the lot a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft<sup>3</sup> continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft<sup>3</sup>, the lot is accepted as satisfying the compaction requirements of this provision.
- (5) Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density methods 1, 2 or 3 in section C.1; or in excess of 2.0 percentage points above or below the target moisture content for target density method 4 in section C.1; shall receive contractor performed and documented corrective action; including additional density testing.
- (6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until the minimum density requirement is achieved or an alternate compaction acceptance criteria is met according to this section.
- (7) Field moisture contents of materials tested using contractor elected target density methods 3 or 4 in section C.1 cannot exceed 2.0 percentage points of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively. Density tests on materials using contractor elected target density methods 3 or 4 in section C.1 will not be considered for lot compaction acceptance until the moisture content of the corresponding density test of the in-place material is less than 2.0 percentage points above of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively.

#### **D Measurement**

- (1) The department will measure the QMP Base Aggregate Dense 1 1/4-Inch Compaction bid item by each lot, acceptably completed per C.2.5.1.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
371.2000.S	QMP Base Aggregate Dense 1 1/4-Inch Compaction	EACH
- (2) Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for providing aggregate under the Base Aggregate Dense 1 1/4-Inch bid item.
- (3) The department will pay for additional tests directed by the engineer. One engineer directed test is equal to one acceptably completed lot of the QMP Base Aggregate Dense 1 1/4 -Inch Compaction bid item. The department will not pay for additional corrective action tests required due to unacceptable material.

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## **25. Rout and Seal, Item 415.6000.S.**

### **A Description**

This special provision describes routing, cleaning, drying, and sealing the longitudinal edge of pavement joints in new asphaltic pavement shoulders immediately adjacent to the edge of the concrete mainline pavement.

### **B Materials**

Furnish material that conforms to the requirements of the Specifications for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements, ASTM Designation: D 6690, Type II, modified to require that the bond strength test be run at -20 degrees F. (The unmodified ASTM D 6690, Type II allows this test to be run at either 0 degrees F or -20 degrees F.)

Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. Present the manufacturer's certification stating that the compound meets the requirements of this specification. Before applying the sealant, furnish to the engineer a certificate of compliance and a copy of the manufacturer's recommendations on heating and applying the sealant.

## **C Construction**

### **C.1 Equipment**

Heat the sealing compound to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. If, and when, using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure heat is not radiated to the pavement surface.

Make rout cuts in a single pass. Two-pass cutting will not be allowed. Use a self-propelled mechanical router capable of routing the bituminous pavement to provide a 1.0:1.0 depth to width ratio of all routed cracks. The router blade or blades shall be of such size and configuration to cut the desired joint reservoir in one pass. No spacers between blades shall be allowed unless the contractor can demonstrate to the engineer that the desired reservoir and rout cut can be obtained with them. Either wet or dry routing will be permitted provided the above conditions are met. Use a pressure distributor for applying sealing material through a hand-operated wand or nozzle according to sealant manufacturer's instructions.

### **C.2 Methods**

Conduct the operation so that the routing, cleaning, and sealing are continuous operations. Traffic shall not be allowed to knead together or damage the routed joints. Rerout, if necessary, routed joints not sealed before traffic is allowed on the pavement when routing and sealing operations resume. Do not perform rout cutting, cleaning, and sealing, within 48 hours of the placement of the shoulder's surface course.

Rout the longitudinal joint to a minimum width of 3/4 inches and a minimum depth of 3/4 inches. Use a power vacuum or equivalent to immediately remove any routing slurry, dirt, or deleterious matter adhering to the joint walls or remaining in the joint cavity, or both. Before sealing, dry the cleaned joints either by air-drying or by using a high capacity torch. Immediately before sealing, blow out the dried crack with a blast of compressed air, 80-psi minimum. Continue cleaning until the joint is dry, and until all dirt, dust, or deleterious matter is removed from the joint and adjacent pavement to the satisfaction of the engineer. If the air compressor produces dirt or other residue in the joint cavity, the contractor shall be required to clean the joint again.

If cleaning operations could cause damage to, or interfere with, traffic in adjacent lanes, or both, provide protective screening that is subject to the approval of the engineer to the cleaning operation.

Following cleaning, dry the routed joints and warm them with a hot air lance. Take care not to burn the pavement surface. Under no circumstances shall more than two minutes elapse between the time the hot air lance is used, and the sealant is placed.

Provide positive temperature control and mechanical agitation. Do not heat the sealant to more than 20 degrees F below the safe heating temperature. The safe heating temperature can be obtained from the manufacturer's shipping container. Provide a direct connecting pressure type extruding device with nozzles shaped for insertion into the joint. Immediately remove sealant spilled on the surface of the pavement.

Seal the joints when the sealant material is at the pouring temperature recommended by the manufacturer. Fill the joint such that after cooling, the sealant is flush with the adjacent pavement surface. Do not overfill the joint; the engineer may allow a very slight overband. Sand shall not be spread on the sealed joints to allow for opening to traffic. Before opening to traffic, the sealant shall be tack free.

## **D Measurement**

The department will measure Rout and Seal in length by the linear foot, completed according to the contract 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
415.6000.S	Rout and Seal	LF

Payment is full compensation for rout cutting; cleaning the joint; sealing the joint; and cleanup.

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## **26. QMP HMA Pavement Nuclear Density.**

### **A Description**

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

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

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

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

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

### **B Materials**

#### **B.1 Personnel**

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

#### **B.2 Testing**

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

#### **B.3 Equipment**

##### **B.3.1 General**

- (1) Furnish nuclear gauges according to CMM 815.2.
- (2) Furnish nuclear gauges from the department's approved product list at

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

##### **B.3.2 Comparison of Nuclear Gauges**

###### **B.3.2.1 Comparison of QC and QV Nuclear Gauges**

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

###### **B.3.2.2 Reference Site Monitoring**

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

### **B.4 Quality Control Testing and Documentation**

#### **B.4.1 Lot and Sublot Requirements**

##### **B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances**

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

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

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

#### **B.4.2 Pavement Density Determination**

##### **B.4.2.1 Mainline Traffic Lanes and Appurtenances**

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

##### **B.4.2.2 Mainline Shoulders**

###### **B.4.2.2.1 Width Greater Than 5 Feet**

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

###### **B.4.2.2.2 Width of 5 Feet or Less**

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

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

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

##### **B.4.2.4 Documentation**

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

#### **B.4.3 Corrective Action**

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

## **B.5 Department Testing**

### **B.5.1 Verification Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft<sup>3</sup> of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft<sup>3</sup> each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft<sup>3</sup>, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft<sup>3</sup> after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

### **B.5.2 Independent Assurance Testing**

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

## **B.6 Dispute Resolution**

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

## **B.7 Acceptance**

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

### **C (Vacant)**

### **D (Vacant)**

## **E Payment**

### **E.1 QMP Testing**

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

## E.2 Disincentive for HMA Pavement Density

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

## E.3 Incentive for HMA Pavement Density

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

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## 27. HMA Pavement 4 SMA 58-28 V, Item 460.8624; HMA Pavement Test Strip Volumetrics, Item 460.0115.S; HMA Pavement Test Strip Density, Item 460.0120.S.

### A Description

Conform to standard spec 450 and 460 except as modified in this special provision.

### B (Vacant)

### C Construction

*Add the following to standard spec 450.3.1.3 to require transfer vehicle for SMA:*

- (2) Use a Material Transfer Vehicle when constructing SMA pavement.

*Add the following to standard spec 450.3.1.5 to prohibit rubber-tire roller on SMA:*

- (3) Do not use a rubber-tired roller for compaction of SMA pavement.

*Add the following to standard spec 460.3.3.2 to require and define approval criteria for SMA test strips:*

- (5) Construct a test strip according to CMM 815.13 to correlate nuclear gauges to pavement cores according to WTM T 355, confirm SMA in-place density using cores and determine mixture air voids. Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. The department will assess the contractor \$2,000 for each instance according to Section E of this special provision if paving does not begin within 2 hours of the submitted start time, delaying the test strip. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

Construct the test strip at the beginning of work for each SMA mixture, for each layer and for each thickness. All SMA test strip material produced shall meet the requirements in Tables 460-1 and 460-2 and conform to the JMF limits presented herein except as follows:

ITEM	JMF Limits
Asphaltic content in percent <sup>[1]</sup>	- 0.5
VMA in percent <sup>[2]</sup>	- 1.0
Air Voids in percent	According to the SMA Test Strip Approval Criteria Below
<sup>[1]</sup> Asphalt content more than -0.5% below the JMF will be referee tested by BTS using automated extraction according to WTM D8159.	
<sup>[2]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1 as modified herein.	

The test strip shall remain in place and become part of the completed pavement when acceptably produced, acceptably compacted, and meets finish and smoothness requirements. CMM 815 describes the SMA density and volumetric testing tolerances required for the test strip.

- (6) The test strip is to be treated as a single/separate lot and will have densities and pay adjustments calculated accordingly. The department will test one of the two split samples for volumetrics to determine test strip approval. If the QV air void sample is outside of the limits for 100% pay (i.e.,  $3.2 \leq V_a \leq 5.8$ ), send both QV-retained split samples to BTS for dispute resolution testing. The results from the BTS dispute resolution testing will determine material conformance and payment for the test strip according to the SMA Prorated Pay Factors Table in CMM 836.9.3.3. If QV and QC test results exceed testing

tolerances (0.015 for Gmm or Gmb), both retained split samples will be tested by BTS. In this case, additional investigation shall be conducted to identify the source of the difference between QV and QC data and BTS referee test data will be used to determine material conformance and pay.

Pay adjustments made as part of dispute resolution on test strip material will be limited to the test strip and will not extend to material placed during main production nor will pay adjustments made on main production extend into the test strip. The department will notify the contractor within 24 hours of the start of test strip construction regarding approval to proceed with paving beyond the test strip. The department will evaluate mixture air voids, test strip density, and nuclear gauge to core correlation in determining test strip approval and material conformance according to the following:

**SMA Test Strip Approval Criteria**

Approval / Material Conformance <sup>[1]</sup>	QV Air Voids	Average Density of All Cores <sup>[2]</sup>	Outcome of Test Strip for Contractor
Approved / Material Conforming	$3.2 \leq Va \leq 5.8$	$\geq 93.0 \%$	Proceed with production
Test Strip Approved / Material Nonconforming	$2.8 \leq Va \leq 3.2$ or $5.8 < Va \leq 6.2$	$\geq 91.0 \%$	Propose solution and proceed with production. Payment for material will be based on BTS referee tests.
Test Strip Not Approved / Material Nonconforming	$2.5 \leq Va < 2.8$ or $6.2 < Va \leq 6.5$	$< 91.0 \%$	Stop production, submit cause and solution, make additional 500-ton test strip. Payment for material will be based on BTS referee tests.
Test Strip and Material are Unacceptable <sup>[3]</sup>	$Va < 2.5$ or $Va > 6.5$	$< 90.0 \%$	Stop production, submit cause and solution, make additional 500-ton test strip, and complete new core to nuclear density gauge correlation.

<sup>[1]</sup> The overall result of each test strip will coincide with the more restrictive result from air voids or density.

<sup>[2]</sup> Individual nuclear density test results more than 3.0% below the minimum density requirement must be addressed according to CMM 815.11.

<sup>[3]</sup> Unacceptable material will be removed and replaced at no additional cost to the department. Alternatively, the engineer may allow the material to remain in place with a 50 percent payment factor. Material allowed to remain in place requires another test strip prior to additional paving.

- (7) An acceptable core to nuclear density gauge correlation must be completed by both the contractor and department according to CMM 815 as part of the test strip.
- (8) A maximum of two test strips will be allowed to remain in place per layer per contract. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor \$2,000 for each additional test strip according to Section E of this special provision.

## D Measurement

*Add the following to standard spec 460.4:*

- (2) The department will measure HMA Pavement Test Strip Volumetrics and HMA Pavement Test Strip Density as each unit of work, acceptably completed, as described in CMM 815. Material quantities will be determined according to standard spec 450.4.

## E Payment

*Replace standard spec 460.5.1 with the following:*

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

ITEM NUMBER	DESCRIPTION	UNIT
460.8624	HMA Pavement 4 SMA 58-28 V	TON
460.0115.S	HMA Pavement Test Strip Volumetrics	EACH
460.0120.S	HMA Pavement Test Strip Density	EACH

Payment for SMA is full compensation for providing SMA mixture designs; for preparing foundation; for volumetric and density testing and aggregate source testing; for asphalt binder from recycled sources; for asphalt binder modification or processes; and addition of fibers, fines, or filler.

Payment for HMA Pavement Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing; and for proper labeling, handling; and retention of split samples.

Payment for HMA Pavement Test Strip Density is full compensation for collecting and measuring of pavement cores, acceptably filling core holes, providing of nuclear gauges and operator(s), and all other work associated with completion of a core-to-gauge correlation, as directed by the engineer.

The department will pay separately for a material transfer vehicle.

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in standard spec 460.3.3.2(5) as modified herein, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department, or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each additional test strip (i.e., \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

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## **28. Material Transfer Vehicle, Item 460.9000.S.**

### **A Description**

This special provision describes providing Material Transfer Vehicles (MTV) and operators for use during HMA upper layer paving operations of the travel lanes as shown in the plan or as directed by the engineer.

### **B Materials**

Furnish a self-propelled MTV with the ability to remix, maintain constant temperature, and continually feed the paver hopper. MTV storage capacity shall be adequate to provide continuous forward movement of the paver. Coordinate paver speed to match the delivery of material and capacity of the MTV to minimize stopping of the paver.

### **C Construction**

Ensure that an operator stays with the MTV at all times during moving operations. Keep the paver's hopper full at all times and the MTV's hopper filled such that the conveying augers are never exposed to avoid segregation of the material. Placement of HMA upper layer pavement in the travel lanes will not be allowed without the MTV. Tie ins of intersections, shoulders paved separately, and other non-travel lane areas will not require the use of the MTV.

### **D Measurement**

The department will measure Material Transfer Vehicle once for the contract, acceptably completed, regardless the number of vehicles in use.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
460.9000.S	Material Transfer Vehicle	EACH

Payment is full compensation for furnishing all material transfer vehicles and operators.

stp-460-900 (20230113)

## **29. Sawing Pavement Deck Preparation Areas, Item 509.0310.S.**

### **A Description**

This special provision describes sawing around deteriorated areas requiring deck repairs under the Preparation Decks bid items on decks receiving asphalt or polymer overlays and for deck repairs that will not receive an overlay.

### **B (Vacant)**



## **C Construction**

The department will sound and mark areas of deteriorated concrete that require deck preparation. The engineer may identify and mark additional areas as the work is being performed.

Wet cut a minimum of 1 inch deep and at least 2 inches outside of the marked areas. Bound each marked area by providing cuts aligned parallel and perpendicular to the deck centerline.

Remove sawing sludge after completing each area. Do not allow sludge or resulting residue to enter a live lane of traffic, storm sewer, stream, lake, reservoir, marsh, or wetland. Dispose of sludge at an acceptable material disposal site located off the project limits or, if the engineer allows, within the project limits.

## **D Measurement**

The department will measure Sawing Pavement Deck Preparation Areas by the linear foot, acceptably completed, measured as the total linear feet of bounding cuts.

The department will not measure for payment over-cuts or cuts made beyond what is required to bound engineer-marked deterioration limits.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
509.0310.S	Sawing Pavement Deck Preparation Areas	LF

Payment is full compensation for making all saw cuts; and for debris disposal.

stp-509-070 (20180628)

## **30. Concrete Masonry Deck Repair, Item 509.2100.S.**

### **A Description**

This special provision describes providing concrete masonry on the sawed deck preparation areas of the concrete bridge deck and in full depth deck, curb, and joint repair areas. Conform to standard spec 502 and standard spec 509.

### **B Materials**

#### **B.1 Neat Cement**

Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement.

#### **B.2 Concrete**

Furnish grade C or E concrete conforming to standard spec 501 for deck preparation, full-depth deck repair, curb repair and joint repair areas except as follows:

1. The contractor may increase slump of grade E concrete to 3 inches.
2. The contractor may use ready-mixed concrete.

Provide QMP for class II ancillary concrete as specified in standard spec 716.

## **C Construction**

### **C.1 Neat Cement**

Immediately before placing the concrete deck patching, coat the prepared surfaces with a neat cement mixture. Ensure the prepared concrete surfaces are moist without any standing water before coating with the neat cement mixture. Brush the neat cement mixture over the prepared concrete surfaces to ensure that all parts receive an even coating, and do not allow excess neat cement to collect in pockets. Apply the neat cement at a rate that ensures the cement does not dry out before being covered with the new concrete.

## C.2 Placing Concrete

Place concrete conforming to standard spec 509. As determined by the engineer, consolidate smaller areas by internal vibration, strike them off, and finish the areas with hand floats to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Give all deck patching areas a final hand float finish.

## C.3 Curing Concrete

Cure the concrete masonry deck patching conforming to standard spec 502.2.6(1).

## D Measurement

The department will measure Concrete Masonry Deck Repair by the cubic yard, acceptably completed.

The department will measure concrete used in deck preparation areas and in full depth deck, curb, and joint repair as part of the Concrete Masonry Deck Repair bid item.

The department will not measure wasted concrete.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.2100.S	Concrete Masonry Deck Repair	CY

Payment is full compensation for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials.

stp-509-060 (20210708)

## 31. Polymer Overlay, Item 509.5100.S.

### A Description

This special provision describes providing two layers of a two-component polymer overlay system to the bridge decks the plans show.

### B Materials

#### B.1 General

Furnish materials specifically designed for use over concrete bridge decks. Furnish polymer liquid binders from the department's approved product list.

#### B.2 Polymer Resin

Furnish a polymer resin base and hardener composed of two-component, 100 percent solids, 100 percent reactive, thermosetting compound with the following properties:

Property	Requirements	Test Method
Gel Time <sup>[1]</sup>	15 - 45 minutes @ 73° to 75° F	ASTM C881
Viscosity <sup>[1]</sup>	7 - 70 poises	ASTM D2393, Brookfield RVT, Spindle No. 3, 20 rpm
Shore D Hardness <sup>[2]</sup>	60-75	ASTM D2240
Absorption <sup>[2]</sup>	1% maximum at 24 hr	ASTM D570
Tensile Elongation <sup>[2]</sup>	30% - 70% @ 7 days	ASTM D638
Tensile Strength <sup>[2]</sup>	2000 to 5000 psi @ 7 days	ASTM D638
Chloride Permeability <sup>[2]</sup>	<100 coulombs @ 28 days	AASHTO T277

<sup>[1]</sup> Uncured, mixed polymer binder

<sup>[2]</sup> Cured, mixed polymer binder

Ensure that the polymer resin when mixed with aggregate has the following properties:

Property	Requirement <sup>[1]</sup>	Test Method
Minimum Compressive Strength	1,000 psi @ 8 hrs 5,000 psi @ 24 hrs	ASTM C579 Method B, Modified <sup>[2]</sup>
Thermal Compatibility	No Delaminations	ASTM C884
Minimum Pull-off Strength	250 psi @ 24 hrs	ASTM C1583

<sup>[1]</sup> Based on samples cured or aged and tested at 75°F

<sup>[2]</sup> Plastic inserts that will provide 2-inch by 2-inch cubes shall be placed in the oversized brass molds.

### B.3 Aggregates

Furnish natural or synthetic aggregate that is non-polishing; clean; free of surface moisture; fractured or angular in shape; free from silt, clay, asphalt, or other organic materials; and conform to the following:

#### Aggregate Properties

Property	Requirement	Test Method
Moisture Content <sup>[1]</sup>	1/2 of the measured aggregate absorption, %	ASTM C566
Hardness	≥6.5	Mohs Scale
Fractured Faces	100% with at least 1 fractured face & 80% with at least 2 fractured faces of material retained on No. 16	ASTM D5821
Absorption	≤1%	ASTM C128

<sup>[1]</sup> Sampled and tested by the department before placement.

#### Gradation

Sieve Size	% Passing by Weight
No. 4	100
No. 8	30 – 75
No. 16	0 – 5
No. 30	0 – 1

### B.4 Approval of Bridge Deck Polymer Overlay System

A minimum of 20 working days before application, submit product data sheets and specifications from the manufacturer, and a certified report of test or analysis from an independent laboratory to the engineer for approval. The department will sample and test the aggregates for gradation and moisture content before placement. If requested, supply the department with samples of the polymer for the purpose of acceptance testing.

#### B.4.1 Product Data Sheets and Specifications

Product data sheets and specifications from the manufacture consists of literature from the manufacturer showing general instructions, application recommendations/methods, product properties, general instructions, or any other applicable information.

#### B.4.2 Certified Report of Test or Analysis

Conform to the following:

Polymer Binder: Submit a certified report of test or analysis from an independent laboratory dated less than 3 years before the date of the project letting showing the polymer binder meets the requirements of section B.2.

Aggregates: Submit a certified report of test or analysis from an independent laboratory dated less than 6 months before the date of the project letting showing the aggregates meet the requirements of section B.3.

## **C Construction**

### **C.1 General**

Ensure that the overlay system is 1/4 inch thick or thicker.

Conform to the following:

*Field Review:* Conduct a field review of the existing deck to identify any possible surface preparation and material compatibility issues.

*Pre-Installation Meeting:* Conduct a pre-installation meeting with the manufacturer's representative and the engineer before construction. Discuss the field review findings, verification testing of the surface preparation and establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer a copy of the recommended procedures and apply the overlay system according to the manufacturer's instructions. Supply for the engineer's use for the duration of the project, a Concrete Surface Profile (CSP) chip set of 10 from the International Concrete Repair Institute (ICRI).

*Manufacturer's Representative:* An experienced manufacturer's representative familiar with the overlay system installation procedures shall be present at all times during surface preparation and overlay placement to provide quality assurance that the work is being performed properly. This requirement may be reduced at the engineer's discretion.

*Material Storage:* Store and handle materials according to the manufacturer's recommendations. Store resin materials in their original containers in a dry area. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

### **C.2 Deck Preparation**

#### **C.2.1 Deck Repair**

Remove all asphaltic patches and unsound or disintegrated areas of the concrete decks as the plans show, or as the engineer directs. Work performed to remove and repair the concrete deck will be paid for under other items.

Use deck patching products that are compatible with the overlay system. Patching materials with magnesium phosphate shall not be used. Place patches after surface is prepared via shot blasting and cleaning as described in Section C.2.2 of this specification. Portland cement concrete patches shall be used for joint repairs and full depth deck repairs with a plan area larger than 4 sf, unless approved otherwise by the Structures Design Section. If rapid-set concrete is used, place patches per the manufacturer's recommendation. If Portland cement concrete is used, place patches per standard spec 509.3.9.1.

Deck patching shall be filled and properly finished prior to overlay placement. Do not place overlay less than 1 hour, or per the manufacturer's recommendation, after placing rapid-set concrete patches in the repair areas. Do not place overlay less than 28 days after placing Portland cement concrete patches in the repair areas.

#### **C.2.2 Surface Preparation**

Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface profile meeting CSP 5 (medium-heavy shotblast) according to the ICRI Technical Guideline No. 310.2. If the engineer requires additional verification of the surface preparation, test the tensile bond strength according to ASTM C1593. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of 1/4 inches or more is greater than 50 percent of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained.

Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours before the application of the overlay system.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by the shot and sand blasting operations and from materials adhering and entering. Tape or form all construction joints to provide a clean straight edge.

Before shot blasting, remove pavement markings within the treatment area using an approved mechanical or blasting method.

Prepare the vertical concrete surfaces adjacent to the deck a minimum of 2" above the overlay according to SSPC-SP 13 (free of contaminants, dust, and loose concrete) by sand blasting, using wire wheels, or other approved method.

Just before overlay placement, clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces with compressed air. When using compressed air, the air stream must be free of oil. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. If prepared surfaces (including the first layer of the polymer overlay) are exposed to rain or dew, lightly sandblast (brush/breeze blast) the exposed surfaces.

The engineer may consider alternate surface preparation methods per the overlay system manufacturer's recommendations. The engineer will approve the final surface profile and deck cleanliness before the contractor placing the polymer overlay.

### **C.2.3 Transitional Area**

If the plans show, create a transitional area approaching transverse expansion joints and ends of the deck using an approved mechanical or blasting method. Remove 1/4 inch to 5/16 inch of concrete adjacent to the joint or end of deck and taper a distance of 3 feet.

If the plans show, create a transitional area on the approach pavement. Prep and place the first lift 3 feet beyond the end of the deck the same width as the deck. Prep and place the second lift 6 feet beyond the end of the deck the same width as the deck.

### **C.3 Overlay Application**

Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results according to the manufacturer's instructions. Do not apply the overlay system if any of the following exists:

1. Ambient air temperature is below 50 F or above 100 F.
2. Deck temperature is below 50 F.
3. Moisture content in the deck exceeds 4.5 percent when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured according to ASTM D4263.
4. Rain is forecasted during the minimum curing periods listed under C.5.
5. Materials component temperatures below 65 F or above 99 F.
6. Concrete deck age is less than 28 days.
7. The deck temperature exceeds 100 F.
8. If the gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only necessary surface preparation and overlay application equipment will be allowed on the deck. Provide appropriate protective measures to prevent contamination from equipment allowed on the deck during preparation and application operations. Begin overlay placement as soon as possible after surface preparation operations.

The polymer overlay shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Apply the polymer and aggregate according to the manufacturer's requirements. Apply the overlay using equipment designed for this purpose. The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a method that provides a uniform, consistent coverage of aggregate and minimizes aggregate rolling or bouncing into final position. First course applications that do not receive enough aggregate before the polymer gels shall be removed and replaced. A second course applied with insufficient aggregate may be left in place, but will require additional applications before opening to traffic.

After completion of each course, cure the overlay according to the manufacturer's instructions. Follow the minimum cure times listed under C.5 or as prescribed by the manufacturer. Remove the excess aggregate from the surface treatment by sweeping, blowing, or vacuuming without tearing or damaging the surface; the material may be re-used if approved by the engineer and manufacturer. Apply all courses of the overlay system before opening the area to traffic. Do not allow equipment or traffic on the treated area until directed by the engineer.

After the first layer of coating has cured to the point where the aggregate cannot be pulled out, apply the second layer. Before applying the second layer, broom and blow off the first layer with compressed air to remove all loose excess aggregate.

Before opening to traffic, clean expansion joints and joint seals of all debris and polymer. A minimum of 3 days following opening to traffic, remove loosened aggregates from the deck, expansion joints, and approach pavement.

#### C.4 Application Rates

Apply the polymer overlay in two separate courses according to the manufacturer's instructions, but not less than the following rate of application.

Course	Minimum Polymer Rate <sup>[1]</sup> (GAL/100 SF)	Aggregate <sup>[2]</sup> (LBS/SY)
1	2.5	10+
2	5.0	14+

<sup>[1]</sup> The minimum total applications rate is 7.5 GAL/100 SF.

<sup>[2]</sup> Application of aggregate shall be of sufficient quantity to completely cover the polymer.

#### C.5 Minimum Curing Periods

As a minimum, cure the coating as follows:

	Average temperature of deck, polymer and aggregate components in degrees F							
Course	50-54	55-59	60-64	65-69	70-74	75-79	80-84	85-99
1	6 hrs.	5 hrs.	4 hrs.	3 hrs.	2.5 hrs	2 hrs	1.5 hrs.	1 hr.
2	8 hrs.	6.5 hrs.	6.5 hrs.	5 hrs.	4 hrs.	3 hrs.	3 hrs.	3 hrs.

If faster cure times are desired and achievable, submit to the engineer a certified test report from an independent laboratory showing the material is able to reach a compressive strength of 1000 psi as tested per ASTM C 579 Method B within the temperature ranges and cure times for which the product is proposed to be placed. Establish ambient air, material, and substrate temperatures from the manufacturer for field applications. Field applications will not be allowed below the documented temperatures.

#### C.6 Repair of Polymer Overlay

Repair all areas of unbonded, uncured, or damaged polymer overlay for no additional compensation. Submit repair procedures from the manufacturer to the engineer for approval. Absent a manufacturer's repair procedures and with the approval of the engineer, complete repairs according to the following: Saw cut the limits of the area to the top of the concrete; remove the overlay by scarifying, grinding, or other approved methods; shot blast or sand blast and air blast the concrete before placement of polymer overlay; and place the polymer overlay according to section C.3.

#### D Measurement

The department will measure Polymer Overlay by the square yard, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.5100.S	Polymer Overlay	SY

Payment is full compensation for preparing the surface; for tensile bond testing; for creating the transitional area; for providing the overlay; for cleanup; and for sweeping/vacuuming and disposing of excess materials.

The department will pay separately for deck repairs.

stp-509-030 (20200629)

### 32. Sheet Membrane Waterproofing for Buried Structures, Item 516.0610.S.

#### A Description

This special provision describes providing a primer, waterproofing membrane, hot rubberized sealer or mastic, or both, on the concrete faces of buried structures as the plans show.

## B Materials

### B.1 Waterproofing System

For pedestrian underpasses and buried structures other than box culverts with no asphaltic overlay or with a minimum earth cover of 6" or more between the waterproofing membrane and the asphaltic pavement, select a membrane from the Sheet Membrane Waterproofing for Buried Structures Approved Products List (APL), or furnish a waterproofing system meeting the requirements as specified herein.

Provide a material in the waterproofing system that is specifically designed for use on buried structures. The membrane shall consist of a cold-applied, self-adhering membrane with a layer of polymer modified bitumen or SBS modified rubberized asphalt. The membrane shall have a release film, polyester or polyethylene on the downside.

Provide a composite sheet membrane with the following properties:

Property	Test Method	Specific Value
Width		36 inch min.
Tensile Strength	ASTM D412 or ASTM D882	325 psi min. (Membrane), 5,000 psi min. (Film)
Thickness		60 mils to 80 mils
Puncture Resistance	ASTM E154	40 lb min.
Permeance	ASTM E96, Method B	0.05 US Perms max.
Low Temperature Pliability	ASTM D146, 1-inch Mandrel @ -25° F Or ASTM D1970	Unaffected
Water Absorption	ASTM D570, 72 hours	0.25% max.
Peel Adhesion	ASTM D903	5 lb/in width min.

Provide rubberized asphalt compound containing not more than 15% inorganic residue or filler material.

Provide primer, mastic and/or hot rubberized asphalt sealer conforming to the specified properties required by the manufacturer of the waterproofing membrane.

### B.2 Materials Certification for Products Not on APL

Waterproofing products not on the APL are required to provide material certification.

Before membrane approval for initial submittals and/or upon reformulation of membrane material compounds, submit to the engineer a notarized certification by an independent test laboratory stating that the materials conform to the requirements of these specifications.

The certification shall include or have attached specific results of tests performed on the material supplied. Samples of any material for testing may be required by the engineer.

## C Construction

**C.1 Application Methods** Apply materials in strict accordance with the manufacturer's instructions. In order to install the waterproofing membrane, the slab temperature shall be a minimum of 45° F and rising. Before applying the system, become acquainted with the materials specified and their handling characteristics and become thoroughly familiar with the construction procedures recommended by the manufacturer. Furnish a copy of the recommended procedures to the engineer. To establish procedures for maintaining optimum working conditions and to coordinate work related to adjacent construction, hold a pre-installation conference with a manufacturer's representative, the engineer, and other affected contractors before starting construction. To provide quality assurance that the membrane has been properly installed, a manufacturer's representative familiar with membrane installation procedures shall be present during placement of the membrane.

Finish all concrete surfaces that will be in contact with the membrane with a magnesium float finish. Provide a minimum concrete cure time of seven days before placing the primer.

The slab shall be clean, dry, and free from mud, dirt, sand, oil, or grease, and any other contaminants before application of the primer. No vehicles or equipment will be permitted on the concrete slab after surface preparation except those necessary for the installation of the waterproofing membrane. The engineer will inspect the concrete slab before the application of the primer. Do not begin application of either the primer or membrane until after the engineer grants approval.

To coat all surfaces that will be covered with the membrane, apply primer uniformly as recommended by the manufacturer. Use roller, brush, or spray to apply primer to the surfaces. If spraying is used, an approved method of protecting the environment is required.

Allow the primer to dry until tack free, approximately 45 minutes, before applying the membrane. Apply primer only to an area that will be covered with the membrane within the same calendar day. If the surface of the concrete slab becomes contaminated, clean and re-prime the area.

Apply primer to the inside face of any header to the top of the header. Take care to ensure that all inside corners are coated with primer.

After the primer has dried to a tack free condition, apply one layer of membrane to the slab starting on the low side edge.

To form a bond with the primed slab, remove the release film from the membrane on the tacky side while the membrane is rolled face down. Apply the membrane using hand methods or by using mechanical applicators. Overlap a minimum of 2.5 inches at the edges of each strip and overlap the membrane in such a manner to provide a shingling effect toward the low side of the slab cross section. Overlap a minimum of 5 inches at the ends of each strip of membrane and overlap the membrane in such a manner to provide a shingling effect toward the lower side of the slab profile. Roll the entire membrane surface with a rubber tire roller to ensure firm and uniform contact with the primed surface. Use special care to ensure that the membrane is uniformly adhered to the concrete and that the entire membrane is free of wrinkles, air bubbles, and other placement defects. In the event bubbles or blisters do form under the membrane, puncture the bubbles or blisters with a sharp pointed instrument such as an awl and press the membrane firmly into contact with the slab. Repair any membrane punctures, tears, holes, and misaligned or inadequate seams with a patch of waterproofing membrane sized as required to ensure that the membrane is watertight.

Cover the inside corners of any concrete header and all other perimeter edges with narrow strips (flashing strips of approximately 12 inches), hot rubberized sealer, or mastic according to the manufacturer's guidelines. As an additional method of ensuring a watertight bond, all terminating edges, transverse overlaps and longitudinal overlaps may be heated with a propane torch to soften the top mat and fuse the surfaces together.

Place a 6-inch-thick layer of clean granular fill material (sand), free of any aggregate, stones or other angular materials that may puncture the membrane, over the membrane covered slab. Cover all exposed membrane with the clean granular fill within five days after installation. Only rubber-tired construction vehicles shall be permitted on the membrane. Use caution not to turn the tires when a vehicle is stationary. To prevent tearing the membrane, avoid sudden starts, stops, accelerations, or decelerations. Chemical solvents, gasoline, diesel fuel, mineral spirits, or other deleterious substances shall not be spilled or leaked onto the membrane. When required to accommodate traffic control staging, the placement of fill material shall stay at least 12 inches away from the terminating edge of the membrane to provide for overlap. The membrane applicator contractor shall have a minimum of one employee present during the placement of the clean granular fill material to ensure that all necessary membrane repairs are accomplished.

## **D Measurement**

The department will measure Sheet Membrane Waterproofing for Buried Structures, installed according to the contract and accepted, in area by the square yard. Measurement shall be based on the horizontal distance between the faces of any concrete headers and the horizontal length of membrane installed. Any material specified to be applied up vertical faces of any header or vertically down at the ends of the buried structure shall be included in the measured quantity.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
516.0610.S	Sheet Membrane Waterproofing for Buried Structures	SY



Payment is full compensation for furnishing and placing the primer, membrane, mastic, and hot rubberized asphalt sealer, preparing the surface, and placing all strips of membranes. The department will pay separately for providing fill material over the sheet membrane waterproofing under the Backfill Structure Type B bid item.

stp-516-061 (20230113)

### **33. Preparation and Coating of Top Flanges B-13-0052, Item 517.0901.S.01.**

#### **A Description**

This special provision describes thoroughly cleaning and coating the top surface and edges of the top flanges, removing loose paint, rust, mill scale, dirt, oil, grease, or other foreign substances until the specified finish is obtained.

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

#### **C Construction**

For top flanges and edges that have no paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean the top surface and edges of the top flanges and paint them with one coat of an approved zinc rich primer. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For top flanges and edges that have paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean all areas of rust and loose paint on the top surface and edges of the top flanges. Wash the top surface and edges of the top flanges and paint them with one coat of an approved zinc-rich primer according to paint manufacture's recommendations. If flash rusting occurs before the application of the primer, stop painting application, remove the flash rusting and paint cleaned surface. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

Where plans call for the cleaning of other painted structural steel including hanger assemblies, bearings, field splices, and connections, clean areas of loose paint and rust according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, or and according to paint manufacture's cleaning recommendations. Sound paint need not be removed with the exception of an area 12 inch on either side of hanger assembly centerlines. Clean this area to base metal according to the paint manufacture's cleaning recommendations and paint them one coat of an approved zinc-rich primer according to paint manufacture's recommendations. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For areas of exposed steel members that are to be imbedded in new concrete and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, thoroughly clean the surface area of exposed steel members that are to be imbedded in the new concrete and solvent wash and paint one coat of an approved zinc rich primer according to paint manufacture's recommendations to these areas. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

According to the approved project specific hazardous material containment plan, furnish and erect tarpaulins or other materials to collect all of the spent paint containing material resulting from blasting or hand and power tool cleaning and coating. Minimize dust during all clean-up activities. Collect and store waste material at the end of each work day or more often if needed. Store waste materials in the hazardous waste containers provided. Lock and secure all waste containers at the end of each work day. Cover containers at all times except when adding or removing waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water. Transportation and disposal of such waste material will be the responsibility of the department.

Damage to existing painted surfaces as a result of construction operations, shall be restored to the approval of the engineer at the contractor's expense.

#### **D Measurement**

The department will measure Preparation and Coating of Top Flanges (Structure #) as a single unit for each structure, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.0901.S.01	Preparation and Coating of Top Flanges B-13-0052	EACH

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the coating.

stp-517-010 (20210708)

### 34. Preparation and Coating of Top Flanges B-13-0838, Item 517.0901.S.02.

#### A Description

This special provision describes thoroughly cleaning and coating the top surface and edges of the top flanges, removing loose paint, rust, mill scale, dirt, oil, grease, or other foreign substances until the specified finish is obtained.

#### B (Vacant)

#### C Construction

For top flanges and edges that have no paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean the top surface and edges of the top flanges and paint them with one coat of an approved zinc rich primer. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For top flanges and edges that have paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean all areas of rust and loose paint on the top surface and edges of the top flanges. Wash the top surface and edges of the top flanges and paint them with one coat of an approved zinc-rich primer according to paint manufacture's recommendations. If flash rusting occurs before the application of the primer, stop painting application, remove the flash rusting and paint cleaned surface. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

Where plans call for the cleaning of other painted structural steel including hanger assemblies, bearings, field splices, and connections, clean areas of loose paint and rust according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, or and according to paint manufacture's cleaning recommendations. Sound paint need not be removed with the exception of an area 12 inch on either side of hanger assembly centerlines. Clean this area to base metal according to the paint manufacture's cleaning recommendations and paint them one coat of an approved zinc-rich primer according to paint manufacture's recommendations. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For areas of exposed steel members that are to be imbedded in new concrete and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, thoroughly clean the surface area of exposed steel members that are to be imbedded in the new concrete and solvent wash and paint one coat of an approved zinc rich primer according to paint manufacture's recommendations to these areas. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

According to the approved project specific hazardous material containment plan, furnish and erect tarpaulins or other materials to collect all of the spent paint containing material resulting from blasting or hand and power tool cleaning and coating. Minimize dust during all clean-up activities. Collect and store waste material at the end of each work day or more often if needed. Store waste materials in the hazardous waste containers provided. Lock and secure all waste containers at the end of each work day. Cover containers at all times except when adding or removing waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water. Transportation and disposal of such waste material will be the responsibility of the department.

Damage to existing painted surfaces as a result of construction operations, shall be restored to the approval of the engineer at the contractor's expense.

## D Measurement

The department will measure Preparation and Coating of Top Flanges (Structure #) as a single unit for each structure, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.0901.S.02	Preparation and Coating of Top Flanges B-13-0383	EACH

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the coating.

stp-517-010 (20210708)

## 35. Slope Paving Repair Crushed Aggregate, Item 604.9010.S.

### A Description

This special provision describes providing crushed aggregate slope paving where erosion has occurred.

Conform to standard spec 604 as modified in this special provision.

### B Materials

Furnish materials conforming to standard spec 604.2.

### C Construction

*Replace paragraph (1) of standard spec 604.3.2 with the following:*

- (1) Place the crushed aggregate on the prepared foundation in areas where erosion has occurred. Shape and consolidate it using mechanical or hand methods to provide a stable, even and uniform surface.

## D Measurement

The department will measure Slope Paving Repair Crushed Aggregate by the cubic yard, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
604.9010.S	Slope Paving Repair Crushed Aggregate	CY

Payment is full compensation for all excavating and backfilling required to prepare the foundation; disposing of surplus materials; providing, handling, placing, and consolidating the crushed aggregate; providing, handling, heating, and for applying the asphaltic material.

stp-604-010 (20100709)

## 36. Reseal Crushed Aggregate Slope Paving, Item 604.9015.S.

### A Description

This special provision describes sealing existing crushed aggregate slope paving as the engineer directs and conforming to standard spec 604 as modified in this special provision.

### B Materials

Furnish materials conforming to standard spec 604.2.

### C Construction

Clean all debris from the surface of the slope paving before applying asphalt. Apply sufficient asphalt so that it penetrates to seal the top 2 inches of aggregate; where existing asphalt is closer to the surface of the aggregate, apply less asphalt.

## **D Measurement**

The department will measure Reseal Crushed Aggregate Slope Paving in area by the square yard of slope paving, acceptably resealed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
604.9015.S	Reseal Crushed Aggregate Slope Paving	SY

Payment is full compensation for cleaning the surface; furnishing and applying the asphalt.

stp-604-015 (20100709)

### **37. Landscaping Planting Surveillance and Care Cycles, Item 632.9101.**

*Add the following to standard spec 632.3.18.1:*

(2) The plant establishment period for material planted will extend until June 1, 2026.

### **38. Nighttime Work Lighting-Stationary.**

#### **A Description**

This special provision describes furnishing portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

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

#### **C Construction**

##### **C.1 General**

This provision shall apply when providing, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime stationary work operations, for the duration of nighttime work on the contract.

At least 14 days before the nighttime work, furnish a lighting plan to the engineer for review and acceptance. Address the following in the plan:

1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
2. Specifications, brochures, and technical data of all lighting equipment to be used.
3. The details on how the luminaires will be attached.
4. Electrical power source information.
5. Details on the louvers, shields, or methods to be employed to reduce glare.
6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.

##### **C.2 Portable Lighting**

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lightning protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

If portable generators are used as a power source, furnish adequate power to operate all required lighting equipment without any interruption during the nighttime work. Provide wiring that is weatherproof and installed according to local, state, federal (NECA and OSHA) requirements. Equip all power sources with a ground-fault circuit interrupter to prevent electrical shock.

### **C.3 Light Level and Uniformity**

Position (spacing and mounting height) the luminaires to provide illumination with an average to minimum uniformity ratio of 5:1 or less throughout the work area.

Illuminate the area as necessary to incorporate construction vehicles, equipment, and personnel activities.

### **C.4 Glare Control**

Design, install, and operate all lighting supplied under these specifications to minimize or avoid glare that interferes with all traffic on the roadway or that causes annoyance or discomfort for properties adjoining the roadway. Locate, aim, and adjust the luminaires to provide the adequate level of illumination and the specified uniformity in the work area without the creation of objectionable glare.

Provide louvers, shields, or visors, as needed, to reduce any objectionable levels of glare. As a minimum, ensure the following requirements are met to avoid objectionable glare on the roadways open to traffic in either direction or for adjoining properties:

1. Aim tower-mounted luminaires, either parallel or perpendicular to the roadway, so as to minimize light aimed toward approaching traffic.
2. Aim all luminaires such that the center of beam axis is no greater than 60 degrees above vertical (straight down).

If lighting does not meet above-mentioned criteria, adjust the lighting within 24 hours.

### **C.5 Continuous Operation**

Provide and have available sufficient fuel, spare lamps, generators, and qualified personnel to ensure that the lights will operate continuously during nighttime operation. In the event of any failure of the lighting system, discontinue the operation until the adequate level of illumination is restored. Move and remove lighting as necessary.

### **D (Vacant)**

### **E Payment**

Costs for furnishing a lighting plan, and for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract.

stp-643-010 (20100709)

## **39. Truck or Trailer-Mounted Attenuator, Item 643.1055.S.**

### **A Description**

- (1) This special provision describes protecting work operations with a truck or trailer-mounted attenuator (TMA).

### **B Materials**

- (1) Furnish and maintain a TMA conforming to NCHRP Report 350 test level 3 or to MASH crashworthiness criteria. Submit written certification from the manufacturer that the host vehicle/attenuator configuration provided conforms to crashworthiness criteria. Include the federal-aid reimbursement eligibility letter with that submittal.
- (2) Provide a host vehicle and mount the attenuator conforming to the attenuator manufacturer's specifications. Provide the engineer a copy of the manufacturer's specifications and installation instructions.

### **C Construction**

- (1) Coordinate with the engineer at least 72 hours before its intended use so the engineer can determine if the work operation requires TMA protection.
- (2) Position the attenuator at a manufacturer-recommended location in advance of a stationary work operation. Position and maintain the attenuator consistently at the manufacturer-recommended distance from a mobile work operation. Ensure that an operator stays with the host vehicle while protecting a mobile work operation.

## D Measurement

- (1) The department will measure Truck or Truck-Trailer-Mounted Attenuator by the day acceptably completed, measured to the 1/2-day based on the engineer-determined time the attenuator is required to protect work operations. The department will measure 4 or less hours per calendar day as a half day and over 4 hours as a full day.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
643.1055.S	Truck or Trailer-Mounted Attenuator	DAY

- (2) Payment is full compensation for providing the portable attenuator, host vehicle, and operator.  
stp-643-015 (20140630)

## 40. Basic Traffic Queue Warning System, Item 643.1205.S.

### A Description

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing and removing a basic traffic queue warning system (QWS) capable of measuring vehicular speeds at downstream sections of a roadway, and activating the system.

### B Materials

Provide Basic Traffic QWS components and software that is National Transportation Communications for ITS Protocol (NCTIP) compliant.

#### B.1 Portable Traffic Sensors (PTS)

Provide PTS that are nonintrusive and capable of capturing vehicle speed in mph. Integrate each sensor with a modem to communicate with the automated system manager.

#### B.2 Static Traffic Control Signs with Temporary Flashing Beacon Signs (FBS)

Provide static traffic control signs with temporary flashing beacon signs conforming to standard spec 658.2(2) for Traffic Signal Faces. Ensure each FBS is integrated with a modem, and other equipment (e.g., automated system manager) mounted on it, and acts as a single device for communicating with similarly integrated devices and displaying real-time traffic conditions.

#### B.3 Automated System Manager (ASM)

Provide an ASM that assesses current traffic data captured by the PTS and activates/deactivates the FBS based on predetermined speed thresholds.

#### B.4 System Communications

Ensure Basic Traffic QWS communications meet the following requirements:

1. Perform required configuration of the Basic Traffic QWS's communication system automatically during system initialization.
2. Communication between the server and any individual FBS or PTS are independent through the full range of deployed locations, and do not rely upon communications with any other FBS or PTS.
3. Incorporate an error detection/correction mechanism into the Basic Traffic QWS communication system to ensure the integrity of all traffic condition data.

#### B.5 System Acceptance

Submit vendor verification to the engineer and Bureau of Traffic Operations ([DOTBTOWorkzone@dot.wi.gov](mailto:DOTBTOWorkzone@dot.wi.gov)) 14 calendar days before the pre-construction meeting that the system will adequately perform the functions specified in this special provision. Adequate verification includes past successful performance of the system, literature and references from successful use of the system by other agencies, and/or demonstration of the system.

Provide contact information for a designated representative responsible for monitoring the performance of the system and for making modifications to the operational settings as the engineer directs. Provide all testing and calibration equipment.

## **C Construction**

### **C.1 General**

Install and reposition Basic Traffic Queue Warning System per plan or as the engineer directs. Provide plan to the engineer and Bureau of Traffic Operations ([DOTBTOWorkzone@dot.wi.gov](mailto:DOTBTOWorkzone@dot.wi.gov)) 14 calendar days before the pre-construction meeting.

PTS may be mounted on FBS, arrow board or other trailer devices.

Install PTS at the following locations:

1. Place first PTS within the lane closure taper.
2. Place second PTS 5,700 feet upstream of the lane closure taper or on FBS #3.
3. Place third PTS 2 miles upstream of the lane closure taper or on FBS #2.

Install FBS at the following locations, delineated by 5 drums:

1. Place first FBS (FBS #3) 5,700 feet upstream of the lane closure taper.
2. Place second FBS (FBS #2) 2 miles upstream of the lane closure taper.
3. Place third FBS (FBS #1) 3 miles upstream of the lane closure taper.

If there are more than 2 lanes or specified in the plans, place FBS on both sides of the roadway.

Number the devices in chronological order so they are visible from the shoulder with 6-inch white high reflective sheeting.

Provide technical personnel for all system calibration, operation, maintenance, and timely on-call support services.

Promptly correct the system within 24 hours of becoming aware of a deficiency in the operation or individual part of the system. A minimum of three days before deployment, place the Basic Traffic QWS and demonstrate to the department that the Basic Traffic QWS is operational.

Maintain the Basic Traffic QWS for the duration of the project. Ensure the system operates continuously (24 hours, 7 days a week) in the automated mode throughout the duration of the project.

Remove the system upon completion.

### **C.2 Reports**

Provide an electronic copy of a weekly summary report of all data via email to the engineer. Ensure the report includes, at a minimum, the average speed per sensor, time in congestive state per sensor and number of triggers per day.

### **C.3 Meetings**

Attend mandatory in-person pre-construction meetings with the department. Attend additional meetings as deemed necessary by the department. These meetings may be held in person or via teleconference, as scheduled by the department.

### **C.4 Programming**

#### **C.4.1 General**

Program the Basic Traffic QWS to ensure that the following general operations are performed:

1. Provide a password protected login to the ASM, website and all other databases.
2. Automatic setting of the FBS to reflect current traffic flow status updated every 60 seconds for congestion. Ensure to remove a congestion message when 180 seconds of average traffic speeds above the current level are observed, or utilize a customized frequency as determined by the engineer.
3. The FBS activate based on pre-determined speed thresholds from the next downstream sensor.
  - FBS #3 shall activate based on traffic speeds at the PTS located within the lane closure taper.
  - FBS #2 shall activate based on traffic speeds at the PTS located approximately 1 mile upstream of lane closure taper, or at FBS #3.
  - FBS #1 shall activate based on traffic speeds at the PTS located 2 miles upstream of lane closure taper, or at FBS #2.

4. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department staff at all times for the duration of the work zone activity. Ensure website includes:
  - Vehicle speeds
  - FBS triggers
  - Device locations
5. Archive all traffic data in a Microsoft Excel format with date and time stamps.
6. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, FBS malfunctioning, PTS malfunction, loss of power, low battery, etc.
7. Automatically generate and send an email alert any time a user specified queue is detected by the system.
8. Ensure the system autonomously restarts in case of any power failure.

#### **C.4.2 System Operation Strategy**

Arrange for the vendor/manufacturer to coordinate system operation, detection, and trends/thresholds with the engineer.

The sequences below are a minimum requirement, but can be adjusted at the discretion of the engineer, are as follows:

##### **Free Flow:**

If the current PTS speed on a downstream section is at or above 40 mph, the next upstream FBS will not flash.

##### **Slow or Stopped Traffic:**

If the current PTS speed on a downstream section of the roadway is between the 39 mph and 0 mph (for example, 35 mph), the next upstream FBS shall flash.

#### **C.5 Calibration and Testing**

At the beginning of the project perform a successful field test and calibration at the Basic Traffic QWS location to verify the system is detecting accurate vehicle speeds, and accurately relaying the information to the ASM and the FBS.

Send email of successful calibration and testing to the engineer.

#### **D Measurement**

The department will measure Basic Traffic Queue Warning System by the day, acceptably completed, measured as each complete system per roadway.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
643.1205.S	Basic Traffic Queue Warning System	DAY

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing the complete system consisting of FBS, PTS, ASM, and system communications.

Failure to correct a deficiency to the FBS, PTS, or ASM within 24 hours after notification from the engineer or the department will result in a one-day deduction of the measured quantity for each day in which the deficiency is not corrected.

Failure to correct the website within 24 hours after notification from the engineer will result in a 10% reduction of the day quantity for each day the website is down.

The engineer will have sole discretion to assess the deductions for an improperly working Basic Traffic QWS.

stp-643-046 (20210113)



41. **Installing and Maintaining Bird Deterrent System Station 462+50'EB', Item 999.2000.S.01;  
Installing and Maintaining Bird Deterrent System Station 489+00'EB', Item 999.2000.S.02;  
Installing and Maintaining Bird Deterrent System Station 489+00'WB', Item 999.2000.S.03;  
Installing and Maintaining Bird Deterrent System Station 502+50'EB', Item 999.2000.S.04;  
Installing and Maintaining Bird Deterrent System Station 529+00'EB', Item 999.2000.S.05.**

#### **A Description**

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

#### **B Materials**

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

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

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

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

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

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

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

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

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

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

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

Furnish concrete screws to attach strip curtain to structure.

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

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

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

## **C Construction**

### **C.1 General**

If active nests are observed after construction starts, or if a trapped bird or an active nest is found, stop work that may affect birds or their nests, and notify the engineer to consult with the Wisconsin Department of Natural Resources transportation liaison at Brian Taylor, at [Brianf.Taylor@dot.wi.gov](mailto:Brianf.Taylor@dot.wi.gov) or (608) 245-2630, or the department regional environmental coordinator Eric Heggelund, at [eric.heggelund@wisconsin.gov](mailto:eric.heggelund@wisconsin.gov) or (608) 228-7927.

Efforts should be made to release trapped birds, unharmed.

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

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

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

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

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

Using concrete screws, anchor lumber to bridge or culvert along perimeter of intended netting. Fasten netting to lumber until netting is held taut. Use the minimum length of lumber and netting necessary to avoid sections of netting that are not flush to the bridge or culvert. Eliminate any loose pockets or wrinkles that could trap and entangle birds or other wildlife. Ensure the net is pulled taut in order to prevent flapping in the wind, which results in tangles or breakage at mounting points.

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

### **C.4 Plastic Curtains**

#### **C.4.1 Installation**

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

### **C.5 Corner Slopes**

#### **C.5.1 Installation**

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

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

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

Remove any unoccupied or partially constructed nests without eggs or nestlings.

Repair deterrents to prevent birds from attempting to nest again.

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

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

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

### **D Measurement**

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

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
999.2000.S.01	Installing and Maintaining Bird Deterrent System Station 462+50'EB'	EACH
999.2000.S.02	Installing and Maintaining Bird Deterrent System Station 489+00'EB'	EACH
999.2000.S.03	Installing and Maintaining Bird Deterrent System Station 489+00'WB'	EACH
999.2000.S.04	Installing and Maintaining Bird Deterrent System Station 502+50'EB'	EACH
999.2000.S.05	Installing and Maintaining Bird Deterrent System Station 529+00'EB'	EACH

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

stp-999-200 (20240105)

## **42. Neat Cement Grout, Item SPV.0025.501; Low-Mobility Grout, Item SPV.0025.502; Grout Drilling, Item SPV.0090.502.**

### **A Description**

This special provision describes grouting the bedrock below a substructure unit through drill holes located at the center of each driven pile or pre-bored pile location shown in the plans and extended to the depths shown in the plans and as directed by the engineer. Following placement of the grout in the drill holes, the drill holes shall be pressurized to 100 psi. Contractor is responsible for construction observation and testing services.

### **B Materials**

#### **B.1 Drilling**

Equipment used for drilling operations shall have adequate capacity including power, torque, and down thrust to excavate a hole to a depth equal to the maximum depth of the drill holes shown in the plans. Anticipate and make available at the job site all equipment necessary and essential to penetrate soft and hard soils and bedrock during the construction of the drill holes.

#### **B.2 Grouting and Pressurizing**

Equipment used for grouting operations shall be able to grout each drill hole in one continuous operation. The grouting equipment used shall produce a grout free of lumps and undispersed cement. All grout shall be kept in agitation following mixing.

Neat cement grout with a minimum 28-day compressive strength of 3,000 psi. Neat cement grout shall be placed within 60 minutes of mixing.

Low-mobility grout with a minimum 28-day compressive strength of 3,000 psi. Low-mobility grout shall be placed within 90 minutes of mixing.

Equipment used for pressure operations shall have adequate power to maintain a minimum pressure of 100 psi of the cased drill hole to the top of the sound bedrock surface for a minimum of 5 minutes using compressed air or grout. The pressure equipment shall be equipped with a pressure gauge capable of measuring twice the design grout pressure.

The contractor shall conform to standard spec 715 for the mix design, testing, and documentation requirements of the grout.

## **C Construction**

### **C.1 Drilling**

Drill holes through the unconsolidated material and rock to obtain the minimum depth as shown in the plans. The drill holes will have the same batter as the H-piles to be installed upon completion of the pressure grouting of the drill holes. The drill hole diameter shall be at least 3 inches.

Case the drill holes to prevent unconsolidated material from entering the drill hole. Seating the casing firmly below the top of sound rock surface as determined by the engineer is acceptable. If material from voids encountered in the rock is entering the drill hole, then the casing shall be extended to below the voids at no additional cost.

No wet drilling fluids shall be used to facilitate removal of drill cuttings or for maintaining an open drill hole. Use of compressed air with sufficient water added to aid in controlling dust is acceptable for use as a drilling fluid.

Contractor to provide the means and methods to collect and contain all drill cuttings.

### **C.2 Grouting and Pressurizing**

Place neat cement grout in each drill hole through free fall or a tremie from the bottom of the drill hole to the top of the sound bedrock surface as determined by the engineer. After placement of the neat cement grout, pressurize the cased drill hole to a minimum 100 psi for a minimum of 5 minutes. Continue adding grout and pressurizing the casing until the level of the grout is maintained at the top of the sound bedrock surface. When temporary casing extends below top of the sound bedrock surface, extract each section only after pressurizing the casing as stated above and there is sufficient grout in the casing to fill the drill hole to be exposed.

Contractor shall have means and methods for measuring the pressure placed on each drill hole. Contractor shall have means and methods for measuring the grout quantity placed in each drill hole. Contractor shall have means and methods for measuring the neat cement grout density placed in each drill hole. Contractor shall measure the neat cement grout density daily and as directed by the engineer. Contractor shall facilitate the testing of the neat cement grout and/or low-mobility grout by engineer.

Where the volume of grout to fill the drill hole section from the bottom of the drill hole to the top of the sound bedrock surface reaches up to three times the theoretical drill hole volume within the bedrock, provide the depth to the neat cement grout in the drill hole, the location of any voids encountered by the drill hole, and the grout takes of all previous drill holes to the engineer. The engineer will determine whether switching to the use of a low mobility grout to fill the drill hole is best for the project.

At the discretion of the engineer, when large void(s) within the bedrock are encountered by a drill hole, low-mobility grout may be used to fill the drill hole to a level above the large void(s) followed by the use of neat cement grout. Pressurizing of the cased drill hole will be performed as stated above.

From the top of the sound bedrock surface to the construction ground surface, the contractor can use any material to backfill the drill hole such that the backfill material will be continuous from the sound bedrock surface to the construction ground surface.

## **D Measurement**

The department will measure Neat Cement Grout and Low Mobility Grout by the cubic foot placed, and Grout Drilling by the linear foot of boring, 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.0025.501	Neat Cement Grout	CF
SPV.0025.502	Low-Mobility Grout	CF
SPV.0090.502	Grout Drilling	LF

Payment is full compensation for drilling unconsolidated material and bedrock to the specified depth shown in the plans; for grouting the bedrock; and for pressurizing the casing.

### **43. Digital Speed Reduction System (DSRS); SPV.0045.101.**

#### **A Description**

This special provision describes furnishing, installing, repositioning, operating, maintaining, monitoring, testing and removing a Digital Speed Reduction System (DSRS) per plan or as the engineer directs.

#### **B Materials**

##### **B.1 Digital Speed Limit Trailer (DSLTL)**

Furnish items from the department's approved products list.

##### **B.2 Portable Changeable Message Sign (PCMS)**

Provide PCMS conforming to standard spec 643. Ensure each PCMS is integrated with a modem and other equipment (e.g., automated system manager) mounted on it.

##### **B.3 Automated System Manager (ASM)**

Provide an ASM to remotely change the speed limit and PCMS message on the DSRS devices.

#### **C Construction**

##### **C.1 General**

Trailer-mount the sign so that the bottom is a minimum 7 feet above the roadway.

Install and operate DSRS 7 days in advance of the start of the temporary speed declaration start date. Perform a successful field test for each sign.

Provide in-person training to the department on the use and operation of the field hardware and the website for the DSRS.

Ensure the DSRS operates continuously when deployed on the project.

Provide a local specialist, to respond to emergency situations within 2 hours of being notified and who is equipped with sufficient resources to correct deficiencies in the DSRS.

There shall not be any conflicting speed limits displayed throughout the project limits.

The contractor will be responsible for coordinating with the engineer when the work zone speed limits are to be changed.

Place PCMS at the following location or per plan:

- 2,200 feet upstream of start of lane closure taper on the right side of the roadway or as directed by the engineer.

Place Digital Speed Limit Trailer at the following locations or per plan:

- 1,500 feet upstream of start of lane closure taper on both sides of the roadway
- 1,500 feet beyond the end of the acceleration lane of each entrance ramp
- 700 feet upstream of worker activity
- Minimum of every 1 mile, in active work area or where workers are present

Placement of the Digital Speed Limit Trailers shall be on the right side of the roadway unless located in advance warning area, infeasible or as directed by the engineer.

Placement of Digital Speed Limit Trailer and PCMS shall not interfere with the function of existing signs or roadside devices.

R2-1 sign shall be 48" x 60" and follow standard spec 643 for sign requirements.

## **C.2 Programming**

Program the DSRS to ensure the following operations are performed:

1. Provide a password protected login to the ASM, website and all other databases.
2. Provide real-time data from the ASM to a website and refresh every 60 seconds. The website should have a full-color mapping feature. Data on the website should be available to the department staff at all times for the duration of the work zone activity and should include:
  - Dates and times of speed limit changes
  - Messages
  - Device locations
3. Archive all data in a Microsoft Excel format with date and time stamps.
4. Configure the website to quantify system failures which includes PCMS and/or digital speed limit trailer malfunction, loss of power, low battery, etc.
5. Ensure the devices autonomously restart in case of any power failure.
6. Provide the department access to manually override the DSRS for a user-specified duration. Document all override messages.
7. The digital display portion automatically adjusts the brightness under varying light conditions to maintain legibility.
8. Speed limit values shown on the digital display legend continuously displays without animation. Brief blanking may be experienced, up to 10 seconds, only during digital display legend user input utilizing the hard-wired hand control.
9. The digital display changes between the original posted speed limit and the approved temporary speed limit on the digital speed limit trailer when directed by the engineer.
10. The PCMS changes between the flashing four corner arrow board mode and the "Posted Speed Reduction" message per plan when directed by the engineer.
11. Digital speed limit trailers and PCMS shall change simultaneously, at the same time to only display one speed limit.
12. The beacon on the DSRS shall flash when the speed limit has been reduced per the temporary speed declaration.

## **C.3 Reports**

Provide an electronic copy of a weekly summary report and end of project summary report via email to the engineer and Bureau of Traffic Operations ([DOTBTOWorkzone@dot.wi.gov](mailto:DOTBTOWorkzone@dot.wi.gov)). Include timestamped information on the date, time, messages and speed limit for when the DSRS was changed.

## **D Measurement**

The department will measure Digital Speed Reduction System by the day, 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.0045.101	Digital Speed Reduction System	DAY

Payment is full compensation for furnishing, installing, repositioning, operating, maintaining, monitoring, testing and removing for a DSRS.

Failure to correct a deficiency to the DSRS within 24 hours after notification from the engineer or the department will result in a one-day deduction of the measured quantity for each day in which the deficiency is not corrected.

The engineer will have the sole discretion to assess the deductions for an improperly working DSRS.

**44. Salvage and Reinstall Underdrain Endwalls, Item SPV.0060.101.**

**A Description**

This special provision describes temporarily removing, salvaging, and reinstalling underdrain endwalls. The locations of salvage and reinstall underdrain endwalls are shown on the plans.

**B (Vacant)**

**C Construction**

Conform to standard spec 612.3.8.

**D Measurement**

The department will measure Salvage and Reinstall Underdrain Endwalls by each 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.0060.101	Salvage and Reinstall Underdrain Endwalls	EACH

Payment is full compensation for removing, salvaging, moving, and reinstalling.

**45. Temporary Access for Sugar River Structure Construction and Demolition, Item SPV.0060.102.**

**A Description**

This special provision describes constructing and removing temporary access to the site from the north and/or south side of the Sugar River as necessary to provide for the transport of equipment and materials necessary for the construction of Structures B-13-52 and B-13-383 and for the removal of Structures B-13-52 and B-13-383.

**B Materials**

**B.1 Permits**

The department has obtained a permit from the Army Corps of Engineers for the construction of the temporary access required to construct Structures B-13-52 and B-13-383 and to remove Structures B-13-52 and B-13-383. The permitted temporary access is shown in the plan.

**B.2 Deliverables**

For any temporary access constructed within the banks of the Sugar River, prepare and submit hydraulic calculations and report increase in velocities and potential for erosion for the restricted waterway detailing the effect on river flows for Q2, Q5, and Q100 flood events. Use intermittent openings in the temporary access to allow for continued river flow without causing excessive downstream scouring. Include the location and size of temporary access and openings in the calculations. Calculations shall be signed and sealed by a professional engineer licensed in the state of Wisconsin. The engineer and WDNR will complete a review of the hydraulic calculations within 10 days of submittal. Do not construct any temporary access until the engineer and WDNR approve the hydraulic calculations.

Causeway design, layout, openings, widths, and elevations must avoid any increase to the base flood elevation (BFE) on insurable structures. Any increase to the BFE that impacts an insurable structure will require contractor notification of all impacted property owners, the affected County Zoning Department, and additional FEMA coordination.

Show all temporary access locations on the ECIP.

**B.3 Aggregate and Geotextile**

If used, provide clean or washed riprap for material placed within the limits of the Sugar River. Salvaged or recycled materials will not be allowed. Smaller aggregate may be placed on top of the riprap as a driving/working surface.

If smaller aggregate is used as a driving/working surface, provide geotextile type HR between the riprap and smaller aggregate.

Prior to placement, obtain approval from the engineer for all materials that are to be used for construction of the temporary access. All materials shall conform to the pertinent requirement of the standard specs.

## **C Construction**

### **C.1 Restrictions**

Certain work activities have date restrictions to protect environmental resources or structures. Adhere to the Project Work Restriction Dates summary table in the Prosecution and Progress.

Remove each temporary access in such a manner that provides the least disturbance to the riverbed. Contact WDNR prior to repairs and removal of each temporary access.

### **C.2 Delineation**

Place Warning Lights Type A every 50 feet around the perimeter of each temporary access along with No Entry signs. Place Fence Safety around the perimeter of each temporary access.

Maintain a minimum 10-foot wide navigational channel on the Sugar River at all times as shown on the Waterway Markers detail in the plan.

### **C.3 Erosion Control**

Implement all temporary erosion control measures and temporary culvert pipes required for construction of each temporary access as shown in the ECIP. Implement methods to limit debris and transport of fines in the Sugar River during construction and removal of any fill placed in the river for temporary access.

After each temporary access is no longer needed, thoroughly remove all material that has been placed for the purposes of temporary access.

### **C.4 Riverbed Survey**

Conduct a riverbed scanning survey before the construction of each temporary access and after removal of each temporary access to document the riverbed has been restored to preconstruction conditions. Verify debris (rebar, steel, large pieces of concrete/rocks) has been removed that could be navigation hazards. Remove any debris that could be a navigation hazard.

## **D Measurement**

The department will measure Temporary Access for Sugar River Structure Construction and Demolition as one unit, acceptably completed, in which one unit includes all temporary access locations.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.102	Temporary Access for Sugar River Structure Construction and Demolition	EACH

Payment, in which one unit includes all temporary access locations, is full compensation for any hydrologic and hydraulic calculations and modeling; for all public and agency coordination and/or permitting; for installation and maintenance of waterway marker buoys; for furnishing all materials; for constructing, delineating, maintaining, and removing temporary access(es); for performing riverbed surveys; for grading existing or proposed embankments for access; for providing, installing, and removing temporary erosion control and final restoration for all areas disturbed outside the shown project limits; for installation and removal of temporary culverts; and for installation and removal of temporary shoring if used. Temporary river access may include, but is not limited to, the use of temporary bridges, barges, causeways, trestles, etc.

## **46. Field Office Special, Item SPV.0060.103.**

### **A Description**

This special provision describes furnishing, equipping, and maintaining field office facilities.

### **B Materials**

If providing an existing office building, or an existing building converted to office-type use, obtain engineer approval beforehand. Ensure that the building meets all applicable health, fire, and building codes and standards. Provide first aid kits, fire extinguishers, and all other supplies required to meet all applicable



health, fire, and building codes and standards. Locate the field office within 2 miles of the project limits, or as approved by the engineer.

Provide; maintain in clean good working condition; and stock lavatory with sanitary supplies, including a sufficient supply of soap; hand sanitizer; toilet paper; and paper towels for the duration of the contract. The on-site sanitary facilities must meet Federal, State, and local health department requirements at all times. Equip these facilities with suitable natural and artificial lighting. Also provide adequate heating and air conditioning equipment and fuel necessary to maintain a temperature range from 68 degrees F to 80 degrees F during the hours occupied.

Equip:

- Doors and windows with locks.
- Exterior doors with dead bolt locks.
- Windows with exterior screens to allow adequate ventilation.

Furnish a facility with approximately 1,000 square feet of interior useable floor space including a meeting room capable of accommodating regularly scheduled meetings of 10 people, a 4' x 8' white board with dry erase markers and erasers. Clean, maintain, and supply the field office and sanitary facilities weekly; and equip with the following:

- Six suitable office desks with drawers and locks.
- Six ergonomically correct office chairs with five-legged base with casters and high back rest in working condition according to standard spec 642.2.2.1(5)
- One 4-drawer file cabinets
- Four 2.5' x 5' (minimum) tables
- Four 4' x 8' (minimum) tables for the meeting room
- Ten or more folding chairs

Provide and maintain an adequate supply of bottled drinking water.

Provide unlimited high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol (VoIP), video conferencing, and web-based applications. Ensure that the system meets the following:

- Includes a wireless network for the field office.
- Can accommodate IPSec based VPN products.
- Has a broadband bandwidth range with minimum connection speed of 200 Mbps per user download and 20 Mbps upload.

Provide one new Windows 10 compliant, high-capacity color printer/photocopier/scanner that uses toner (not ink) and with the following capabilities:

- Printing and copying both 8.5" x 11" and 11" x 17" paper with the ability to perform duplexing, sorting, stapling, and multiple sheet auto feeding.
- Scanning black and white and color documents on both 8.5" x 11" and 11" x 17" paper at a minimum of 1200 dpi.
- Producing a PDF of a copied or scanned document.
- Has a direct connection or field office wireless network connection, as approved by the engineer.

Replenish paper, toner cartridges, and other supplies before fully expended.

Maintain the field office equipment as requested by the engineer.

Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain and snow. Provide regularly scheduled recycling and waste pick-up.

Include an adjacent, no-fee, lighted parking lot large enough to accommodate the needs of the field office at peak usage, as approved by the engineer. Maintain the parking lot and egress, including snow removal.

## **C Construction**

Do not combine field offices, or combine them with, or attach them to, any buildings used by the contractor, unless the engineer allows in writing. The contractor may furnish, if the contract allows, the field offices jointly in cooperation with other contractors on designated projects.

Do not begin construction operations requiring the use of the field office by the department until the required field office is approved by the engineer, furnished, fully equipped, and made ready for use as the engineer directs.

Make the field office available for the department until the engineer approves its closure. The field office is for the sole use of the department and upon contract completion remains the contractor's property.

## **D Measurement**

The department will measure Field Office Special as each field office 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.0060.103	Field Office Special	EACH

Payment is full compensation for providing, equipping, securing, cleaning and maintaining the facility and associated parking lot; for recycling and waste pick-up; for telecommunications and internet equipment, installation, and service fees; and for providing all incidentals, including bottled water, refrigerator/freezer, microwave, utilities, fuel, safety, ventilation, toilet facilities, and office supplies as required, either independently or jointly, for the time specified in section C.

## **47. Embedded Galvanic Anodes, Item SPV.0060.501.**

### **A Description**

This special provision describes furnishing and installing embedded galvanic anodes in concrete.

### **B Materials**

Furnish pre-manufactured galvanic anodes designed for cathodic protection when embedded in concrete and tied to steel reinforcing. The core of the anode shall consist of a minimum of 1.3 ounces of electrolytic zinc in compliance with ASTM B418 Type II, cast around a pair of steel tie wires and encased in a cementitious shell with a minimum pH of 14. The anodes shall have one side that is less than 1-1/2 inches in height.

Submit the product information to the engineer for approval. Supply a certification of compliance to the engineer a minimum of two weeks before starting work. Deliver, store, and handle all materials according to the manufacturer's instructions.

### **C Construction**

#### **C.1 Concrete Repair**

Repair the concrete and prepare the exposed reinforcing steel conforming to standard spec 509.

#### **C.2 Galvanic Anode Installation**

**C.2.1** Install embedded galvanic anodes conforming to the manufacturer's recommendations.

**C.2.2** Attach galvanic anodes to existing reinforcement along the perimeter of the repair at spacing as specified on the plans. Space anodes no further than 24 inches apart.

**C.2.3** Provide 3/4-inch clearance between anodes and substrate.

**C.2.4** Secure the galvanic anodes as close as possible to the patch edge using the anode tie wires. Tighten the tie wires to allow no free movement.

If the anode is to be tied onto a single bar, or if less than 1-1/2 inch of concrete cover is expected, place anode beneath the uncoated bar and secure to reinforcing steel.

If 1-1/2 inch concrete cover will exist over the anode, the anode may be placed at the intersection between two bars and secured to each bar.

### **C.3 Electrical Continuity**

Confirm electrical connection between anode tie wire and uncoated reinforcing steel with a multi-meter. The maximum DC resistance shall be 1 Ohm. Confirm electrical continuity of the exposed uncoated reinforcing steel within the repair area. Steel reinforcement shall be considered continuous when the DC resistance is 1 Ohm or less. If necessary, establish the electrical continuity with uncoated steel tie wire.

### **C.4 Inspection**

Obtain engineer's verification of proper installation of the galvanic anodes prior to placement of the concrete.

### **D Measurement**

The department will measure Embedded Galvanic Anodes as each individual anode, acceptably installed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.501	Embedded Galvanic Anodes	EACH

Payment for is full compensation for furnishing and for properly installing anodes.

Concrete repair work, and concrete for that work, will be paid for separately.

## **48. Cleaning and Painting Bearings, Item SPV.0060.502.**

### **A Description**

This special provision describes cleaning and painting the existing steel bearings on structures conforming to standard spec 517 and as directed by the engineer.

### **B Materials**

Furnish a complete coating system from the department's Painting Epoxy System Structure approved product list. Use the same coating system for all repairs due to handling, shipping, and erecting, and for all other uncoated areas.

The color of epoxy shall match existing structure and the urethane coating material shall match the color number shown on the plans conforming to AMS Standard 595A.

Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the minimum drying time for shop or field applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

### **C Construction**

#### **C.1 Surface Preparation**

Clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means. Sound paint does not need to be removed. After clean up and storage of waste material, blast cleaning is allowed for only those areas where paint has been removed. Shield adjacent painted areas during blast cleaning operations. The blasting sand does not have to be collected.

Furnish containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All clean up activities should minimize dust. Store waste materials in hazardous waste containers provided by the department. The department is responsible for the transport and disposal of the contained materials by the statewide hazardous waste contractor.

#### **C.2 Coating Application**

Apply paint in a neat, workmanlike manner, and conforming to the manufacturer's instructions and recommendations. Paint application shall be brushed on.

### **D Measurement**

The department will measure Cleaning and Painting Bearings as each individual bearing, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.502	Cleaning and Painting Bearings	EACH

Payment for Cleaning and Painting Bearings is full compensation for preparing and cleaning the designated bearings; furnishing and applying the paint; cleaning up; and containing and collecting all waste materials.

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## **49. Temporary Support B-13-0052, Item SPV.0060.503; Temporary Support B-13-0383, Item SPV.0060.504.**

### **A Description**

This special provision describes the design, construction, maintenance, and removal of a temporary support system for staged construction of a bridge deck as shown on the contract plans.

### **B Materials**

Furnish materials conforming to standard spec part 5: Structures

#### **B.1 Design**

All dead, live, and construction loading conditions shall be determined by the contractor.

#### **B.2 Plan Requirements and Submittals**

Provide plans and submit conforming to standard spec 526.3.3.

### **C Construction**

Construct the temporary support system conforming to standard spec 526.3.4.

### **D Measurement**

The department will measure Temporary Support (Structure) as each support, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.503	Temporary Support B-13-0052	EACH
SPV.0060.504	Temporary Support B-13-0383	EACH

Payment for Temporary Support (Structure) is full compensation for designing, constructing, maintaining, and removing the temporary support system as called for in the plans.

## **50. Trench Drain and Grate, Item SPV.0060.505.**

### **A Description**

This special provision describes furnishing and installing a special trench drain and grate system in concrete adjacent to a concrete box culvert aggregate multiuse path.

### **B Materials**

Provide and furnish Neenah R-4990-HX with Type C grates and frames unbolted, or approved equal.

Provide concrete for cast in place concrete structures according to standard spec 611 and as shown in the plans.

Provide bar steel reinforcement according to standard spec 611 and as shown in the plans.

### **C Construction**

Construct multiuse path trench drain according to standard spec 611, the plan details, and the manufacture's recommended installation procedure.

## **D Measurement**

The department will measure Trench Drain and Grate by each drain and grate 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.0060.505	Trench Drain and Grate	EACH

Payment is full compensation for providing materials, including masonry, frames and grates, reinforcement steel, any fittings, excavation, supplying and placing forms, placing reinforcement steel, pouring the cast-in-place structure, fitting trench drain frames and grates, backfilling, compacting, removal of related construction debris, and site restoration.

## **51. Salvage and Reinstall Cable Guard, Item SPV.0090.101.**

### **A Description**

This special provision describes temporarily removing, salvaging, storing, and reinstalling cable guard. The locations of salvage and reinstall cable guard are shown on the plans.

### **B Materials**

Materials shall be salvaged. If additional materials are to be provided, provide materials compatible with the existing cable barrier system. The existing cable guard on the project is Safence TL-3, 4 cable.

### **C Construction**

Tension the cable according to the manufacturer's recommendations at the time of installation, and then check and adjust approximately three weeks after installation. If system is not maintaining proper tension, adjust tension and return three weeks later. Provide engineer documentation of date, time, location, tension value, and who checked the tension for each barrier run.

Use only one-half the available adjustment in each turnbuckle or tension adjustment connection to achieve manufacture's recommend tension values.

Do not disturb cable guard end terminals.

Temporarily cover concrete base hole locations prior to placing temporary grading. Remove temporary cover and remove any debris in concrete base hole prior to reinstalling posts.

Manufacture is to certify that the installation was done according to manufacturer's recommendations and the plan requirements. Provide this documentation to the engineer.

### **D Measurement**

The department will measure Salvage and Reinstall Cable Guard by the linear foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.101	Salvage and Reinstall Cable Guard	LF

Payment is full compensation for removing, salvaging, storing, reinstalling, and if necessary, furnishing, delivering, and assembling all specified materials.

## **52. Transport and Install State Furnished Cat-5e Cable, SPV.0090.350.**

### **A Description**

This special provision describes the transporting and installing of department furnished Cat-5e Cable.

## B Materials

Pick up the department furnished materials at the department's Electrical Shop located at 3502 Kingsman Blvd, Madison, WI 53704. Notify Graham Heitz of WisDOT at (608) 246-5362 to make arrangements for picking up the department furnished materials at least five working days prior to material pick-up.

## C Construction

Install the Cat-5e Cable according to the plans from the pull box nearest the traffic signal base to the cabinet. Provide an extra 6-foot loop of cable in each pull box. Provide an extra 12-foot loop of cable at locations provided by the engineer. All open field ends shall be taped and covered with a sealant according to standard spec 655.3.1.

Mark the cabinet end of the Cat-5e Cable appropriately to indicate the equipment label (i.e.V1) in the traffic signal control cabinet. Neatly coil a minimum of 15 feet of extra cable in the traffic signal cabinet for connection to the traffic signal cabinet equipment by others and coil a minimum of 75 feet of extra cable in the pull box nearest the signal base.

Notify Graham Heitz of WisDOT at (608) 246-5362 upon installation completion at the intersection.

## D Measurement

The department will measure the Transport and Install State Furnished Cat-5e Cable in length by the linear foot, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.350	Transport and Install State Furnished Cat-5e Cable	LF

Payment is full compensation for transporting and installing Cat-5e Cable; for furnishing and installing all connectors, including wire nuts, splice kits, tape, insulating varnish or sealant.

## 53. Strip Seal Gland Replacement, Item SPV.0090.501

### A Description

This special provision describes removing deteriorated strip seal glands at expansion joints and furnishing and installing new strip seal glands as shown on the plans, and as hereinafter provided.

### B Materials

The minimum thickness of the polychloroprene (neoprene) strip seal shall be ¼-inch for non-reinforced elastomeric glands and 1/8-inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements of ASTM D3542, and have the following physical properties:

Property Requirements	Value	Test Method
Tensile Strength, min.	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	60 ± 5 pts.	ASTM D2240
Compression Set, 70 hours @212°F, max.	35% D395	Method B Modified
Ozone Resistance, after 70 hrs. at 100°F under 20% Strain with 100 pphm ozone	No Cracks	ASTM D1149 Method A
Mass Change in Oil 3 after 70 hr. @212°F	45%	ASTM D471
		Mass Change, max.

Install the elastomeric strip seal gland with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070.

The manufacturer and model number shall match the existing strip seals to be replaced as follows:

Manufacturer	Model Number		
	Strip Seal Gland Size*		
	4-Inch	5-Inch	6-Inch
D.S. Brown	SSA2-A2R-400	SSA2-A2R-XTRA	SSA2-A2R-XTRA
R.J. Watson	RJA-RJ400	RJA-RJ500	RJA-RJ600
Watson Bowman	A-SE400	A-SE500	A-SE800
Commercial Fabricators	A-AS400	----	----

\*Expansion device strip seal gland size shall match existing.

Furnish manufacturer's certification for production of polychloroprene represented showing test results for the cured material supplied and certifying that it meets all specified requirements.

Manufacturer's certifications for adhesive shall attest that the materials meet the specification requirements.

### C Construction

Remove accumulated foreign material from the joint surface prior to removing existing strip seal glands. After a joint's surface has been cleaned and allowed to dry out, remove the existing strip seal gland. Cut the existing gland down the center and remove/cut-out as much of the existing neoprene between the joint as possible to aid in removing the portions of the neoprene embedded in the steel retainer channels. Remove the remaining portions of neoprene embedded in the steel channels, using steel picks and tire spoons as required. Dispose of all removed waste material according to applicable solid waste disposal regulations.

After the steel channels are empty and free of the existing neoprene, clean the steel channel's interior section that comes in contact with the neoprene extrusions using wire brushes or by sand blasting in order to remove all debris and old adhesive. Use a compressed air wand to remove any abrasive material that has accumulated in the steel channels after blasting. If cleaning is done by blasting, spent abrasive material shall be collected and prevented from falling into the water or onto the land below, and be disposed of according to applicable solid waste disposal regulations. Cleaning of the steel channels shall be done just prior to new gland installation. The joint must be dry during new gland installation, therefore, do not clean the joint if precipitation is imminent.

Install the new elastomeric strip seal glands with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070. Adhesive shall arrive to job-site in factory sealed containers and shall have been produced less than one year prior to the installation date.

### D Measurement

The department will measure Strip Seal Gland Replacement by the linear foot, acceptably completed, measured from the outermost extents of the strip seal gland's steel retainer channels.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.501	Strip Seal Gland Replacement	LF

Payment is full compensation for removing and disposing of existing strip seal glands; cleaning steel retainer channels; and furnishing and installing the new strip seal glands including adhesive.

## 54. Limestone Screenings Path, Item SPV.0195.101.

### A Description

This special provision describes the limestone surface to be placed on the Military Ridge State Trail.

## B Materials

Limestone screenings furnished for this work shall conform to the quality and gradation requirements hereinafter set forth. Alternate gradations shall be submitted a minimum of two weeks prior to construction to the engineer for consideration. All gradation analysis shall be performed by a competent laboratory using AASHTO method T-27 standards. Limestone surface course shall consist of crushed limestone screenings with 100% passing a 3/8 inch screen and well graded down to a No. 200 screen to conform to the following gradation requirements:

<u>Sieve Size</u>	<u>% by Weight Passing</u>
3/8 inch	100
No. 4	80-95
No. 40	65-85
No. 100	25-40
No. 200	8-25

## C Construction

Limestone resurface shall consist of a 2-inch minimum compacted thickness (note: provide a 2% cross slope for drainage to match existing conditions). Place resurfacing in conformance with the requirements in standard spec 305.

Compact limestone surface material meeting DOT standards for 'Standard Compaction'. Compaction to be accomplished using static type, vibratory type, or a combination of both types of compaction equipment according to standard spec 301.3.4.2.

## D Measurement

The department will measure Limestone Screenings Path by the ton, 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.0195.101	Limestone Screenings Path	TON

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



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

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

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

### **I. BASIC CONCEPTS**

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

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.  
  
**Eligibility and Duration:** To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.  
  
**Contract Goal:** To maintain the intent of the Equal Employment Opportunity program, it is a goal that 10 (number) TrANS Graduate(s) be utilized on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).  
  
**Eligibility and Duration:** To the employing contractor, for the length of time the TrANS graduate is in apprentice status.  
  
**Contract Goal:** To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (number) TrANS Apprentice(s) be utilized on this contract.
- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

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

## II. RATIONALE AND SPECIAL NOTE

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

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

## III. IMPLEMENTATION

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

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

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

## IV. TRANS TRAINING

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

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

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

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

## **V. APPRENTICESHIP TRAINING**

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

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

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

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

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

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

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

#### Authority

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

#### Requirements

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

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

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

#### Description

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

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

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

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

## 1. Definitions

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

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

## 2. WisDOT DBE Program Compliance

### a. Documentation Submittal

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

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

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

### b. Verification of DBE Commitment

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

#### (1) DBE Goal Met

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

#### (2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

### 3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

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

#### a. Solicitation Guidance for Prime Contractors:

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

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

#### **b. Guidance for Evaluating DBE quotes**

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



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

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

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

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

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

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

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

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

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

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

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

#### 5. Determining DBE Eligibility

##### Directory of DBE firms

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

#### 6. Counting DBE Participation

##### Assessing DBE Work

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

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

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

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

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

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

## 7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCI website at: <http://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)
    - a. Supply/Commodity commitment is received
    - b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
    - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
    - d. Engineer informs contractor when full amount of bulk purchase has been applied

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

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

**9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")****a. Issuing a Contract Change Order**

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

**b. Contractor Considerations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Special note on trucking

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

### 10. Commercially Useful Function

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

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

## 11. Credit Evaluation for DBE Primes

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

## 12. Joint Venture

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

## 13. Mentor-Protégé

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



#### 14. Use of Joint Checks

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

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

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

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

#### 15. Payment

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

## Appendix A

### Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

## Appendix B

### Sample Contractor Solicitation Letter Page 1

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

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

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

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

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

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

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

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

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

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

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

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

**Sample Contractor Solicitation Letter Page 2***(This sample is provided as a guide, not a formatting requirement)***REQUEST FOR QUOTE****[Prime Contractor]****Letting Date: [Month] [Day], [Year]****Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)**

Please check all that apply:

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

Prime Contractor Contact: \_\_\_\_\_

DBE: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

## Sample Contractor Solicitation Email - Simplified

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

### ATTENTION DBEs

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

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

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

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

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

Prime Contractor  
Project Manager

Direct: 414-555-5555

Cell: 414-555-5556

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

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

### **ATTENTION WisDOT SUBCONTRACTORS**

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

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

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

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

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

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

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

Prime Contractor  
Project Manager

Direct: 414-555-5555  
Cell: 414-555-5556

## Appendix C

### Small Business Network (SBN) Overview

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

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

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

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



## Appendix D

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

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

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

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

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

## GFE Evaluation Rubric – Phase 1 – Initial Review

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

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

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

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

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

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

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

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

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

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

**Rating Scale:**

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

**Green = Exceeds expectations**

**Yellow = Meets expectations**

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

**See OBOEC Rubric Analysis Feedback**

Excerpt from Appendix A to 49 CFR Part 26:

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

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

## **Appendix E**

### **Good Faith Effort Best Practices**

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

#### **Primes**

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

#### **DBE**

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

## **Appendix F**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[79 FR 59600, Oct. 2, 2014]



**Appendix G**  
**(SAMPLE) Forms DT1506 and DT1202**

### COMMITMENT TO SUBCONTRACT TO DBE

Wisconsin Department of Transportation

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Proposal #

County: \_\_\_\_\_

DBE Goal Achieved:	0.00 %
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[illegible]

**COMMITMENT TO SUBCONTRACT TO DBE  
ATTACHMENT A**

**CONFIRMATION OF PARTICIPATION**

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

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

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

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

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

☐ Off site Hauling

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

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

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

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

Submit good faith effort documentation per ASP-3 guidelines.

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

**1.→ Solicitation Documentation:**

**a.→ Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.

**b.→ Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

**2.→ Selected Work Items Documentation:**

**a.→ Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.

**b.→ Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

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

**a.→ Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.

**b.→ Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Good Faith Effort--Sample Documentation Logs

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

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

#### SOLICITATION LOG

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

#### SELECTED WORK ITEMS SOLICITED LOG

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

#### INFORMATION PROVIDED LOG

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

#### NEGOTIATIONS LOG

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

#### ASSISTANCE LOG

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

#### OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

## **ADDITIONAL SPECIAL PROVISION 4**

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

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

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

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

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

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

### **Acceptance and Final Payment**

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



## ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

### A Description

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

### B Categories of Work Items

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

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

**C Fuel Index**

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

The base Fuel Index (BFI) for this contract is \$2.55 per gallon.

**D Computing the Fuel Cost Adjustment**

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

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

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

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

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

**E Payment**

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

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

## Additional Special Provision 6 (ASP-6)

### Modifications to the standard specifications

*Make the following revisions to the standard specifications.*

#### **107 Legal Relations and Responsibility to the Public**

Add subsection 107.27 effective with the November 2024 letting.

#### **107.27 Drones or Unmanned Aircraft Systems (UAS)**

##### **107.27.1 Licensing and Compliance**

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (<https://www.faa.gov/uas>).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate ([https://www.faa.gov/uas/commercial\\_operators](https://www.faa.gov/uas/commercial_operators)).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

##### **107.27.2 Flight Approval, Safety, and Incident Reporting**

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
  - UAS pilot information and qualifications, images of certification
  - UAS drone information and FAA tail numbers
  - Max/ Min allowable flight parameters (weather)
  - Specifics of flight mission: capture scope
  - Estimated flight duration
  - Pre-flight checklist
  - Site-specific parameters
  - Notification protocols - Federal/Local/Agency/Owner/Responsible in Charge
  - Confirmation and verification of approved operators and hardware
  - Flight plan map diagram (including launch and landing location)
  - FAA-Airspace flight map classification and confirmation with graphics
  - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
  - Regular training and updates on drone regulations are required and must be provided upon request.
  - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
  - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
  - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
  - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
  - Incident background and details.
  - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
  - Contractor internal notification protocol.

##### **107.27.3 Insurance Requirements**

- (1) Maintain drone liability insurance with the following limits.
  1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.

2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

## 646 Pavement Markings

### 646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

- (1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

## ERRATA

### 204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

### 204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

### 335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

### 335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

### 526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5. Contractor-furnished materials remain the contractor's property upon removal.

### 602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

### 604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

- (1) Furnish materials conforming to the following:

Water.....	501.2
Select crushed material.....	312.2
Concrete.....	501
Reinforcement.....	505
Expansion joint filler.....	415.2.3
Asphaltic materials .....	455.2

## **ADDITIONAL SPECIAL PROVISION 7**

### **A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction**

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

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

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

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

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

## **ADDITIONAL SPECIAL PROVISION 9**

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

- (1) Use the department's Civil Rights Compliance System (CRCS) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 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 or AWP CRL. 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 or AWP CRL 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, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: <https://awpkb.dot.wi.gov/>
- (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) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
  - For CRCS: Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Information about exporting payroll/labor data. Not every contractor's payroll system can produce 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>
  - For AWP CRL: Contact AWP Support at [awpsupport@dot.wi.gov](mailto:awpsupport@dot.wi.gov). Additional information can be found in the AWP Knowledge Base at <https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm>

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

#### **8. Reasonable Accommodation for Applicants /**

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

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.



(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."



## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

### **1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## NON-DISCRIMINATION PROVISIONS

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

### Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.



## **ADDITIONAL FEDERAL-AID PROVISIONS**

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## BUY AMERICA PROVISION

Buy America (as documented in [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#) ) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

### 1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

### 2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

### 3. Construction Material

All construction materials (as defined in [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project<sup>1</sup>; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000<sup>2</sup>

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsin.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

<https://wisconsin.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

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<sup>1</sup> The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

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

## **CARGO PREFERENCE ACT REQUIREMENT**

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

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

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

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

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

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

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

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

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

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

**I. PREVAILING WAGE RATES**

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

**II. COVERAGE OF TRUCK DRIVERS**

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

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

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

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

Details are available online at:

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

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

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

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

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

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

**IV. RESOURCES**

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

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

Superseded General Decision Number: WI20230010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li></ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

1	01/26/2024
2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/24/2024
6	06/21/2024
7	06/28/2024
8	07/05/2024
9	08/02/2024
10	08/23/2024
11	09/06/2024
12	11/08/2024

\* BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND  
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.86	27.00

\* BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.60	27.01

\* BRWI0002-005 06/01/2024

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...	\$ 41.62	27.03

\* BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

\* BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

\* BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,

ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.33	27.53
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* BRWI0007-002 06/01/2024		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.34	28.15
-----		
* BRWI0008-002 06/01/2024		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.16	27.33
-----		
* BRWI0011-002 06/01/2024		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41
-----		
* BRWI0019-002 06/01/2024		

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.18	27.68
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* BRWI0034-002 06/01/2024		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.17	27.32
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CARP0068-011 05/02/2022		

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

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05
-----		
CARP0231-002 06/05/2023		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA  
COUNTIES



	Rates	Fringes
CARPENTER.....	\$ 41.91	29.72
-----		
CARP0310-002 06/03/2024		

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44
-----		
CARP0314-001 06/05/2023		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02
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CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43
-----		
CARP0731-002 06/03/2024		

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44
-----		
CARP0955-002 06/03/2024		

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44
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CARP1056-002 06/01/2024		

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,

KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,  
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,  
ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.  
of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,  
SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),  
TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN,  
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85
-----		
CARP1074-002 06/03/2024		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,  
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),  
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44
-----		
CARP1143-002 06/03/2024		

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

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44
-----		
CARP1146-002 06/03/2024		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,  
AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44
-----		
CARP2337-009 06/03/2024		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIIVERMAN.....	\$ 42.21	34.07
-----		
ELEC0014-002 05/26/2024		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK  
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &  
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA  
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST  
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN  
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99
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ELEC0014-007 05/26/2024		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 30.27	19.11
Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).		
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ELEC0127-002 06/01/2023		

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15
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* ELEC0158-002 06/01/2024		

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17
-----		
ELEC0159-003 05/26/2024		

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.....	\$ 48.55	25.91
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ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates	Fringes
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Electricians:

Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

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ELEC0242-005 06/02/2024

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.23	69.19%

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ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.74	26%+11.76

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ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02

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ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 49.48	27.34

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ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.77	24.66

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ELEC0494-013 05/26/2024

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
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Sound & Communications

Installer.....	\$ 36.03	18.87
Technician.....	\$ 36.03	18.87

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

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ELEC0577-003 05/26/2024

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:.....	\$ 40.00	22.69

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ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

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ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

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ENGI0139-005 06/01/2024

	Rates	Fringes
Power Equipment Operator Group 1.....	\$ 46.37	28.80

Group 2.....	\$ 45.87	28.80
Group 3.....	\$ 44.77	28.80
Group 4.....	\$ 44.51	28.80
Group 5.....	\$ 44.22	28.80
Group 6.....	\$ 38.32	28.80

#### HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour  
EPA Level ""B"" protection - \$2.00 per hour  
EPA Level ""C"" protection - \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill

operator; Oiler, pump (over 3 inches); Drilling Machine  
Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,  
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO  
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUCREE, RACINE, WALWORTH (N.E. 2/3),  
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/02/2024

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.....	\$ 42.00	31.93

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\* IRON0498-005 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 46.59	48.80

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\* IRON0512-008 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22
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* IRON0512-021 04/28/2024		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68
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LAB00113-002 06/03/2024		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and  
Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/03/2024		

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01



Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/03/2024

#### KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

#### LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,  
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,  
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,  
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,  
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,  
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.  
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,  
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and  
Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator, Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 36.16	26.27
Spray, Sandblast, Steel....	\$ 36.76	26.27
Repaint:		
Brush, Roller.....	\$ 34.66	26.27
Spray, Sandblast, Steel....	\$ 35.26	26.27

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PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 42.04	22.95
Spray & Sandblast.....	\$ 43.04	22.95

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PAIN0259-002 05/01/2008

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

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

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PAIN0259-004 05/01/2015

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

Rates	Fringes
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PAINTER.....	\$ 22.03	12.45
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PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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Painters:

Bridge.....	\$ 41.39	24.92
Brush.....	\$ 40.64	24.92
Spray & Sandblast.....	\$ 41.39	24.92

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PAIN0802-002 06/01/2024

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
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PAINTER

Brush.....	\$ 36.35	20.87
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

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PAIN0802-003 06/01/2024

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
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PAINTER.....

	\$ 36.35	20.87
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PAIN0934-001 06/01/2024

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
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Painters:

Brush.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

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PAIN1011-002 06/02/2024

FLORENCE COUNTY

	Rates	Fringes
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Painters:.....

	\$ 29.95	15.89
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PLAS0599-002 06/01/2023

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 45.17	27.27
Area B.....	\$ 39.97	25.02
Area C.....	\$ 40.40	25.25
Area D.....	\$ 41.16	24.49
Area E.....	\$ 40.50	25.14
Area F.....	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2024

	Rates	Fringes
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TRUCK DRIVER

1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 37.72	27.41

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

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

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"



## **NOTICE TO BIDDERS WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



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Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	19.000 STA	_____.	_____.
0004	203.0100 Removing Small Pipe Culverts	1.000 EACH	_____.	_____.
0006	203.0220 Removing Structure (structure) 001. B-13-403	1.000 EACH	_____.	_____.
0008	203.0220 Removing Structure (structure) 002. C-13-111	1.000 EACH	_____.	_____.
0010	203.0220 Removing Structure (structure) 004. B-13-0573	1.000 EACH	_____.	_____.
0012	203.0260 Removing Structure Over Waterway Minimal Debris (structure) 001. B-13-52	1.000 EACH	_____.	_____.
0014	203.0260 Removing Structure Over Waterway Minimal Debris (structure) 002. B-13-0383	1.000 EACH	_____.	_____.
0016	203.0330 Debris Containment (structure) 001. B-13-403	1.000 EACH	_____.	_____.
0018	203.0330 Debris Containment (structure) 002. B-13-0573	1.000 EACH	_____.	_____.
0020	204.0100 Removing Concrete Pavement	7,179.000 SY	_____.	_____.
0022	204.0105 Removing Concrete Pavement Butt Joints	151.000 SY	_____.	_____.
0024	204.0120 Removing Asphaltic Surface Milling	6,482.000 SY	_____.	_____.
0026	204.0126.S Removing Asphaltic Longitudinal Notched Wedge Joint Milling	9,564.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0028	204.0165 Removing Guardrail	2,559.000 LF	_____.	_____.
0030	204.0170 Removing Fence	278.000 LF	_____.	_____.
0032	204.0180 Removing Delineators and Markers	5.000 EACH	_____.	_____.
0034	204.0190 Removing Surface Drains	3.000 EACH	_____.	_____.
0036	204.0195 Removing Concrete Bases	2.000 EACH	_____.	_____.
0038	204.0220 Removing Inlets	2.000 EACH	_____.	_____.
0040	204.0245 Removing Storm Sewer (size) 001. 12-Inch	96.000 LF	_____.	_____.
0042	204.9060.S Removing (item description) 001. Apron Endwalls	3.000 EACH	_____.	_____.
0044	204.9090.S Removing (item description) 002. Removing Pipe Underdrain 6-Inch	25.000 LF	_____.	_____.
0046	205.0100 Excavation Common	46,617.000 CY	_____.	_____.
0048	205.0200 Excavation Rock	5,000.000 CY	_____.	_____.
0050	205.0400 Excavation Marsh	135.000 CY	_____.	_____.
0052	206.1001 Excavation for Structures Bridges (structure) 001. B-13-52	1.000 EACH	_____.	_____.
0054	206.1001 Excavation for Structures Bridges (structure) 002. B-13-0383	1.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0056	206.1001 Excavation for Structures Bridges (structure) 003. B-13-403	1.000 EACH	_____.	_____.
0058	206.1001 Excavation for Structures Bridges (structure) 004. B-13-0573	1.000 EACH	_____.	_____.
0060	206.2001 Excavation for Structures Culverts (structure) 001. C-13-111	1.000 EACH	_____.	_____.
0062	206.5001 Cofferdams (structure) 001. B-13-52	1.000 EACH	_____.	_____.
0064	206.5001 Cofferdams (structure) 002. B-13-0383	1.000 EACH	_____.	_____.
0066	206.5001 Cofferdams (structure) 003. C-13-111	1.000 EACH	_____.	_____.
0068	208.0100 Borrow	2,671.000 CY	_____.	_____.
0070	210.1500 Backfill Structure Type A	3,322.000 TON	_____.	_____.
0072	213.0100 Finishing Roadway (project) 001. 1204-08-73	1.000 EACH	_____.	_____.
0074	213.0100 Finishing Roadway (project) 002. 1204-08-74	1.000 EACH	_____.	_____.
0076	305.0110 Base Aggregate Dense 3/4-Inch	1,871.000 TON	_____.	_____.
0078	305.0120 Base Aggregate Dense 1 1/4-Inch	34,962.000 TON	_____.	_____.
0080	305.0130 Base Aggregate Dense 3-Inch	4,747.000 TON	_____.	_____.
0082	312.0110 Select Crushed Material	19,742.000 TON	_____.	_____.
0084	320.0155 Concrete Base 9-Inch	9,559.000 SY	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0086	415.0090 Concrete Pavement 9-Inch	7,663.000 SY	_____.	_____.
0088	415.0410 Concrete Pavement Approach Slab	509.000 SY	_____.	_____.
0090	415.6000.S Rout and Seal	3,043.000 LF	_____.	_____.
0092	416.0610 Drilled Tie Bars	4,036.000 EACH	_____.	_____.
0094	416.0620 Drilled Dowel Bars	121.000 EACH	_____.	_____.
0096	455.0605 Tack Coat	3,791.000 GAL	_____.	_____.
0098	460.0115.S HMA Pavement Test Strip Volumetrics	1.000 EACH	_____.	_____.
0100	460.0120.S HMA Pavement Test Strip Density	1.000 EACH	_____.	_____.
0102	460.2000 Incentive Density HMA Pavement	5,950.000 DOL	1.00000	5,950.00
0104	460.2007 Incentive Density HMA Pavement Longitudinal Joints	1,744.000 DOL	1.00000	1,744.00
0106	460.5224 HMA Pavement 4 LT 58-28 S	322.000 TON	_____.	_____.
0108	460.6223 HMA Pavement 3 MT 58-28 S	1,377.000 TON	_____.	_____.
0110	460.6224 HMA Pavement 4 MT 58-28 S	1,074.000 TON	_____.	_____.
0112	460.7423 HMA Pavement 3 HT 58-28 H	2,861.000 TON	_____.	_____.
0114	460.7424 HMA Pavement 4 HT 58-28 H	856.000 TON	_____.	_____.
0116	460.8624 HMA Pavement 4 SMA 58-28 V	2,793.000 TON	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	460.9000.S Material Transfer Vehicle	1.000 EACH	_____.	_____.
0120	465.0315 Asphaltic Flumes	14.000 SY	_____.	_____.
0122	465.0510 Asphaltic Rumble Strips, Shoulder Divided Roadway	14,478.000 LF	_____.	_____.
0124	502.0100 Concrete Masonry Bridges	1,024.000 CY	_____.	_____.
0126	502.1100 Concrete Masonry Seal	100.000 CY	_____.	_____.
0128	502.3101 Expansion Device	73.000 LF	_____.	_____.
0130	502.3200 Protective Surface Treatment	1,870.000 SY	_____.	_____.
0132	502.3205 Pigmented Surface Sealer Reseal	259.000 SY	_____.	_____.
0134	502.3210 Pigmented Surface Sealer	428.000 SY	_____.	_____.
0136	502.3215 Protective Surface Treatment Reseal	1,402.000 SY	_____.	_____.
0138	502.4204 Adhesive Anchors No. 4 Bar	42.000 EACH	_____.	_____.
0140	502.4205 Adhesive Anchors No. 5 Bar	92.000 EACH	_____.	_____.
0142	502.4206 Adhesive Anchors No. 6 Bar	155.000 EACH	_____.	_____.
0144	502.4208 Adhesive Anchors No. 8 Bar	16.000 EACH	_____.	_____.
0146	502.4209 Adhesive Anchors No. 9 Bar	9.000 EACH	_____.	_____.
0148	503.0155 Prestressed Girder Type I 54W-Inch	1,321.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	504.0100 Concrete Masonry Culverts	300.000 CY	_____.	_____.
0152	505.0400 Bar Steel Reinforcement HS Structures	37,260.000 LB	_____.	_____.
0154	505.0600 Bar Steel Reinforcement HS Coated Structures	189,500.000 LB	_____.	_____.
0156	506.0105 Structural Steel Carbon	9,140.000 LB	_____.	_____.
0158	506.0605 Structural Steel HS	82,490.000 LB	_____.	_____.
0160	506.2605 Bearing Pads Elastomeric Non-Laminated	24.000 EACH	_____.	_____.
0162	506.2610 Bearing Pads Elastomeric Laminated	4.000 EACH	_____.	_____.
0164	506.3015 Welded Stud Shear Connectors 7/8x6-Inch	2,844.000 EACH	_____.	_____.
0166	506.4000 Steel Diaphragms (structure) 001. B-13-403	16.000 EACH	_____.	_____.
0168	506.4000 Steel Diaphragms (structure) 002. B-13-0573	8.000 EACH	_____.	_____.
0170	506.5000 Bearing Assemblies Fixed (structure) 001. B-13-0052	2.000 EACH	_____.	_____.
0172	506.5000 Bearing Assemblies Fixed (structure) 002. B-13-0383	4.000 EACH	_____.	_____.
0174	506.6000 Bearing Assemblies Expansion (structure) 001. B-13-0052	6.000 EACH	_____.	_____.
0176	509.0301 Preparation Decks Type 1	10.000 SY	_____.	_____.



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Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0178	509.0302 Preparation Decks Type 2	10.000 SY	_____.	_____.
0180	509.0310.S Sawing Pavement Deck Preparation Areas	138.000 LF	_____.	_____.
0182	509.1500 Concrete Surface Repair	12.000 SF	_____.	_____.
0184	509.2100.S Concrete Masonry Deck Repair	1.000 CY	_____.	_____.
0186	509.5100.S Polymer Overlay	1,810.000 SY	_____.	_____.
0188	511.1200 Temporary Shoring (structure) 001. B13-0052	234.000 SF	_____.	_____.
0190	511.1200 Temporary Shoring (structure) 002. B-13-0383	510.000 SF	_____.	_____.
0192	511.1200 Temporary Shoring (structure) 003. B-13-403	273.000 SF	_____.	_____.
0194	511.1200 Temporary Shoring (structure) 004. C-13-111	3,370.000 SF	_____.	_____.
0196	511.1200 Temporary Shoring (structure) 005. B-13-0573	680.000 SF	_____.	_____.
0198	513.2001 Railing Pipe	35.000 LF	_____.	_____.
0200	516.0500 Rubberized Membrane Waterproofing	100.000 SY	_____.	_____.
0202	516.0610.S Sheet Membrane Waterproofing for Buried Structures 001. C-13-111	90.000 SY	_____.	_____.
0204	517.0601 Painting Epoxy System (structure) 001. B-13-0052	1.000 EACH	_____.	_____.





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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	517.0601 Painting Epoxy System (structure) 002. B-13-0383	1.000 EACH	_____.	_____.
0208	517.0901.S Preparation and Coating of Top Flanges (structure) 001. B-13-0052	1.000 EACH	_____.	_____.
0210	517.0901.S Preparation and Coating of Top Flanges (structure) 002. B-13-0383	1.000 EACH	_____.	_____.
0212	520.1012 Apron Endwalls for Culvert Pipe 12-Inch	2.000 EACH	_____.	_____.
0214	520.8000 Concrete Collars for Pipe	3.000 EACH	_____.	_____.
0216	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	84.000 LF	_____.	_____.
0218	522.0148 Culvert Pipe Reinforced Concrete Class III 48-Inch	4.000 LF	_____.	_____.
0220	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	4.000 EACH	_____.	_____.
0222	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	1.000 EACH	_____.	_____.
0224	531.1100 Concrete Masonry Ancillary Structures Type NS	30.000 CY	_____.	_____.
0226	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	2,780.000 LB	_____.	_____.
0228	531.1160 Steel Reinforcement HS Coated Ancillary Structures Type NS	2,200.000 LB	_____.	_____.
0230	531.2024 Drilling Shaft 24-Inch	30.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0232	531.2036 Drilling Shaft 36-Inch	170.000 LF	_____.	_____.
0234	531.6010 Foundation Two-Shaft Type FC-I (structure) 001. S-13-613	1.000 EACH	_____.	_____.
0236	531.6010 Foundation Two-Shaft Type FC-I (structure) 002. S-13-614	1.000 EACH	_____.	_____.
0238	531.6010 Foundation Two-Shaft Type FC-I (structure) 003. S-13-0616	1.000 EACH	_____.	_____.
0240	531.6020 Foundation Two-Shaft Type FC-II (structure) 001. S-13-0617	1.000 EACH	_____.	_____.
0242	531.8990 Anchor Assemblies Poles on Structures	2.000 EACH	_____.	_____.
0244	532.6010 Truss Cantilever 4-Chord Type I (structure) 001. S-13-613	1.000 EACH	_____.	_____.
0246	532.6010 Truss Cantilever 4-Chord Type I (structure) 002. S-13-614	1.000 EACH	_____.	_____.
0248	532.6010 Truss Cantilever 4-Chord Type I (structure) 003. S-13-615	1.000 EACH	_____.	_____.
0250	532.6010 Truss Cantilever 4-Chord Type I (structure) 004. S-13-0616	1.000 EACH	_____.	_____.
0252	532.6020 Truss Cantilever 4-Chord Type II (structure) 001. S-13-612	1.000 EACH	_____.	_____.
0254	532.6020 Truss Cantilever 4-Chord Type II (structure) 002. S-13-0617	1.000 EACH	_____.	_____.
0256	550.0020 Pre-Boring Rock or Consolidated Materials	30.000 LF	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0258	550.1100 Piling Steel HP 10-Inch X 42 Lb	2,045.000 LF	_____.	_____.
0260	550.1140 Piling Steel HP 14-Inch X 73 Lb	1,980.000 LF	_____.	_____.
0262	601.0405 Concrete Curb & Gutter 18-Inch Type A	244.000 LF	_____.	_____.
0264	601.0413 Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type G	379.000 LF	_____.	_____.
0266	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	335.000 LF	_____.	_____.
0268	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	169.000 LF	_____.	_____.
0270	601.0590 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBTT	82.000 LF	_____.	_____.
0272	602.0405 Concrete Sidewalk 4-Inch	2,523.000 SF	_____.	_____.
0274	602.3010 Concrete Surface Drains	9.000 CY	_____.	_____.
0276	603.8000 Concrete Barrier Temporary Precast Delivered	10,187.000 LF	_____.	_____.
0278	603.8125 Concrete Barrier Temporary Precast Installed	19,174.000 LF	_____.	_____.
0280	604.0500 Slope Paving Crushed Aggregate	495.000 SY	_____.	_____.
0282	604.9010.S Slope Paving Repair Crushed Aggregate	5.000 CY	_____.	_____.
0284	604.9015.S Reseal Crushed Aggregate Slope Paving	790.000 SY	_____.	_____.



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Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0286	606.0200 Riprap Medium	338.000 CY	_____.	_____.
0288	606.0300 Riprap Heavy	800.000 CY	_____.	_____.
0290	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	31.000 LF	_____.	_____.
0292	608.3012 Storm Sewer Pipe Class III-A 12-Inch	62.000 LF	_____.	_____.
0294	611.0630 Inlet Covers Type HM-GJ	1.000 EACH	_____.	_____.
0296	611.0654 Inlet Covers Type V	3.000 EACH	_____.	_____.
0298	611.0666 Inlet Covers Type Z	1.000 EACH	_____.	_____.
0300	611.3003 Inlets 3-FT Diameter	1.000 EACH	_____.	_____.
0302	611.3220 Inlets 2x2-FT	2.000 EACH	_____.	_____.
0304	611.3230 Inlets 2x3-FT	1.000 EACH	_____.	_____.
0306	612.0206 Pipe Underdrain Unperforated 6-Inch	175.000 LF	_____.	_____.
0308	612.0406 Pipe Underdrain Wrapped 6-Inch	306.000 LF	_____.	_____.
0310	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	7.000 EACH	_____.	_____.
0312	614.0010 Barrier System Grading Shaping Finishing	2.000 EACH	_____.	_____.
0314	614.0150 Anchor Assemblies for Steel Plate Beam Guard	8.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0316	614.0220 Steel Thrie Beam Bullnose Terminal	2.000 EACH	_____.	_____.
0318	614.0230 Steel Thrie Beam	146.000 LF	_____.	_____.
0320	614.0905 Crash Cushions Temporary	9.000 EACH	_____.	_____.
0322	614.2300 MGS Guardrail 3	4,469.000 LF	_____.	_____.
0324	614.2340 MGS Guardrail 3 L	225.000 LF	_____.	_____.
0326	614.2350 MGS Guardrail Short Radius	111.000 LF	_____.	_____.
0328	614.2500 MGS Thrie Beam Transition	355.000 LF	_____.	_____.
0330	614.2610 MGS Guardrail Terminal EAT	6.000 EACH	_____.	_____.
0332	614.2620 MGS Guardrail Terminal Type 2	6.000 EACH	_____.	_____.
0334	614.2630 MGS Guardrail Short Radius Terminal	2.000 EACH	_____.	_____.
0336	616.0100 Fence Woven Wire (height) 001. 4-FT	199.000 LF	_____.	_____.
0338	618.0100 Maintenance and Repair of Haul Roads (project) 001. 1204-08-73	1.000 EACH	_____.	_____.
0340	618.0100 Maintenance and Repair of Haul Roads (project) 002. 1204-08-74	1.000 EACH	_____.	_____.
0342	619.1000 Mobilization	1.000 EACH	_____.	_____.
0344	620.0300 Concrete Median Sloped Nose	74.000 SF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0346	624.0100 Water	638.000 MGAL	_____.	_____.
0348	625.0500 Salvaged Topsoil	70,241.000 SY	_____.	_____.
0350	628.1504 Silt Fence	15,046.000 LF	_____.	_____.
0352	628.1520 Silt Fence Maintenance	15,046.000 LF	_____.	_____.
0354	628.1905 Mobilizations Erosion Control	24.000 EACH	_____.	_____.
0356	628.1910 Mobilizations Emergency Erosion Control	36.000 EACH	_____.	_____.
0358	628.2002 Erosion Mat Class I Type A	55,762.000 SY	_____.	_____.
0360	628.2008 Erosion Mat Urban Class I Type B	14,479.000 SY	_____.	_____.
0362	628.6005 Turbidity Barriers	622.000 SY	_____.	_____.
0364	628.7005 Inlet Protection Type A	7.000 EACH	_____.	_____.
0366	628.7015 Inlet Protection Type C	1.000 EACH	_____.	_____.
0368	628.7020 Inlet Protection Type D	6.000 EACH	_____.	_____.
0370	628.7504 Temporary Ditch Checks	849.000 LF	_____.	_____.
0372	628.7555 Culvert Pipe Checks	56.000 EACH	_____.	_____.
0374	629.0205 Fertilizer Type A	49.000 CWT	_____.	_____.
0376	630.0130 Seeding Mixture No. 30	1,220.000 LB	_____.	_____.



## Proposal Schedule of Items

Page 14 of 24

Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0378	630.0160 Seeding Mixture No. 60	52.000 LB	_____.	_____.
0380	630.0200 Seeding Temporary	2,446.000 LB	_____.	_____.
0382	630.0400 Seeding Nurse Crop	137.000 LB	_____.	_____.
0384	630.0500 Seed Water	1,973.000 MGAL	_____.	_____.
0386	632.0201 Shrubs (species, root, size) 001. Prunus Americana Cont. 8X6-Inch, 24-Inch	81.000 EACH	_____.	_____.
0388	632.0201 Shrubs (species, root, size) 002. Viburnum Trilobum Cont. 9X6-Inch, 24-Inch	158.000 EACH	_____.	_____.
0390	632.9101 Landscape Planting Surveillance and Care Cycles	18.000 EACH	_____.	_____.
0392	633.0100 Delineator Posts Steel	21.000 EACH	_____.	_____.
0394	633.0500 Delineator Reflectors	21.000 EACH	_____.	_____.
0396	633.5200 Markers Culvert End	5.000 EACH	_____.	_____.
0398	634.0612 Posts Wood 4x6-Inch X 12-FT	6.000 EACH	_____.	_____.
0400	634.0616 Posts Wood 4x6-Inch X 16-FT	12.000 EACH	_____.	_____.
0402	635.0200 Sign Supports Structural Steel HS	2,438.000 LB	_____.	_____.
0404	637.1220 Signs Type I Reflective SH	906.000 SF	_____.	_____.
0406	637.1230 Signs Type I Reflective F	311.000 SF	_____.	_____.



## Proposal Schedule of Items

Page 15 of 24

Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0408	637.2210 Signs Type II Reflective H	105.000 SF	_____.	_____.
0410	637.2215 Signs Type II Reflective H Folding	25.000 SF	_____.	_____.
0412	637.2230 Signs Type II Reflective F	36.000 SF	_____.	_____.
0414	638.2101 Moving Signs Type I	1.000 EACH	_____.	_____.
0416	638.2102 Moving Signs Type II	56.000 EACH	_____.	_____.
0418	638.2601 Removing Signs Type I	7.000 EACH	_____.	_____.
0420	638.2602 Removing Signs Type II	4.000 EACH	_____.	_____.
0422	638.3000 Removing Small Sign Supports	5.000 EACH	_____.	_____.
0424	638.3100 Removing Structural Steel Sign Supports	10.000 EACH	_____.	_____.
0426	638.4000 Moving Small Sign Supports	46.000 EACH	_____.	_____.
0428	643.0300 Traffic Control Drums	124,944.000 DAY	_____.	_____.
0430	643.0410 Traffic Control Barricades Type II	1,750.000 DAY	_____.	_____.
0432	643.0420 Traffic Control Barricades Type III	12,963.000 DAY	_____.	_____.
0434	643.0705 Traffic Control Warning Lights Type A	19,804.000 DAY	_____.	_____.
0436	643.0715 Traffic Control Warning Lights Type C	21,324.000 DAY	_____.	_____.
0438	643.0800 Traffic Control Arrow Boards	572.000 DAY	_____.	_____.





## Proposal Schedule of Items

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Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0440	643.0900 Traffic Control Signs	25,179.000 DAY	_____.	_____.
0442	643.0910 Traffic Control Covering Signs Type I	10.000 EACH	_____.	_____.
0444	643.0920 Traffic Control Covering Signs Type II	10.000 EACH	_____.	_____.
0446	643.1050 Traffic Control Signs PCMS	1,204.000 DAY	_____.	_____.
0448	643.1055.S Truck or Trailer Mounted Attenuator	62.000 DAY	_____.	_____.
0450	643.1205.S Basic Traffic Queue Warning System	476.000 DAY	_____.	_____.
0452	643.3165 Temporary Marking Line Paint 6-Inch	2,082.000 LF	_____.	_____.
0454	643.3170 Temporary Marking Line Epoxy 6-Inch	20,506.000 LF	_____.	_____.
0456	643.3180 Temporary Marking Line Removable Tape 6-Inch	36,609.000 LF	_____.	_____.
0458	643.3270 Temporary Marking Line Epoxy 10-Inch	2,220.000 LF	_____.	_____.
0460	643.3280 Temporary Marking Line Removable Tape 10-Inch	1,244.000 LF	_____.	_____.
0462	643.3550 Temporary Marking Arrow Removable Tape	1.000 EACH	_____.	_____.
0464	643.3960 Temporary Marking Removable Mask Out Tape 6-Inch	3,584.000 LF	_____.	_____.
0466	643.4100 Traffic Control Interim Lane Closure	178.000 EACH	_____.	_____.
0468	643.5000 Traffic Control	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0470	645.0105 Geotextile Type C	670.000 SY	_____.	_____.
0472	645.0111 Geotextile Type DF Schedule A	212.000 SY	_____.	_____.
0474	645.0120 Geotextile Type HR	2,081.000 SY	_____.	_____.
0476	645.0130 Geotextile Type R	73.000 SY	_____.	_____.
0478	645.0220 Geogrid Type SR	29,329.000 SY	_____.	_____.
0480	646.2020 Marking Line Epoxy 6-Inch	1,953.000 LF	_____.	_____.
0482	646.2025 Marking Line Grooved Black Epoxy 6-Inch	7,678.000 LF	_____.	_____.
0484	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	84,533.000 LF	_____.	_____.
0486	646.2050 Marking Line Grooved Permanent Tape 6-Inch	8,143.000 LF	_____.	_____.
0488	646.4025 Marking Line Grooved Black Epoxy 10-Inch	2,613.000 LF	_____.	_____.
0490	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	2,613.000 LF	_____.	_____.
0492	646.4050 Marking Line Grooved Permanent Tape 10-Inch	11,781.000 LF	_____.	_____.
0494	646.5020 Marking Arrow Epoxy	9.000 EACH	_____.	_____.
0496	646.5120 Marking Word Epoxy	3.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0498	646.6120 Marking Stop Line Epoxy 18-Inch	254.000 LF	_____.	_____.
0500	646.7120 Marking Diagonal Epoxy 12-Inch	1,139.000 LF	_____.	_____.
0502	646.7220 Marking Chevron Epoxy 24-Inch	422.000 LF	_____.	_____.
0504	646.8120 Marking Curb Epoxy	87.000 LF	_____.	_____.
0506	646.8220 Marking Island Nose Epoxy	3.000 EACH	_____.	_____.
0508	646.9000 Marking Removal Line 4-Inch	2,088.000 LF	_____.	_____.
0510	650.4000 Construction Staking Storm Sewer	5.000 EACH	_____.	_____.
0512	650.4500 Construction Staking Subgrade	16,707.000 LF	_____.	_____.
0514	650.5000 Construction Staking Base	840.000 LF	_____.	_____.
0516	650.6000 Construction Staking Pipe Culverts	13.000 EACH	_____.	_____.
0518	650.6501 Construction Staking Structure Layout (structure) 001. B-13-383	1.000 EACH	_____.	_____.
0520	650.6501 Construction Staking Structure Layout (structure) 002. B-13-403	1.000 EACH	_____.	_____.
0522	650.6501 Construction Staking Structure Layout (structure) 003. B-13-52	1.000 EACH	_____.	_____.
0524	650.6501 Construction Staking Structure Layout (structure) 004. C-13-111	1.000 EACH	_____.	_____.
0526	650.6501 Construction Staking Structure Layout (structure) 005. S-13-0612	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001 Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0528	650.6501 Construction Staking Structure Layout (structure) 006. S-13-0613	1.000 EACH	_____.	_____.
0530	650.6501 Construction Staking Structure Layout (structure) 007. S-13-0614	1.000 EACH	_____.	_____.
0532	650.6501 Construction Staking Structure Layout (structure) 008. S-13-0615	1.000 EACH	_____.	_____.
0534	650.6501 Construction Staking Structure Layout (structure) 009. B-13-0573	1.000 EACH	_____.	_____.
0536	650.6501 Construction Staking Structure Layout (structure) 010. S-13-0616	1.000 EACH	_____.	_____.
0538	650.6501 Construction Staking Structure Layout (structure) 011. S-13-0617	1.000 EACH	_____.	_____.
0540	650.7000 Construction Staking Concrete Pavement	16,707.000 LF	_____.	_____.
0542	650.8501 Construction Staking Electrical Installations (project) 001. 1204-08-73	1.000 EACH	_____.	_____.
0544	650.9500 Construction Staking Sidewalk (project) 001. 1204-0-8-73	1.000 EACH	_____.	_____.
0546	650.9911 Construction Staking Supplemental Control (project) 001. 1204-08-73	1.000 EACH	_____.	_____.
0548	650.9911 Construction Staking Supplemental Control (project) 002. 1204-08-74	1.000 EACH	_____.	_____.
0550	650.9920 Construction Staking Slope Stakes	18,817.000 LF	_____.	_____.
0552	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,199.000 LF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0554	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,252.000 LF	_____.	_____.
0556	652.0800 Conduit Loop Detector	1,140.000 LF	_____.	_____.
0558	653.0154 Pull Boxes Non-Conductive 24x36-Inch	3.000 EACH	_____.	_____.
0560	653.0164 Pull Boxes Non-Conductive 24x42-Inch	13.000 EACH	_____.	_____.
0562	653.0222 Junction Boxes 18x12x6-Inch	2.000 EACH	_____.	_____.
0564	654.0101 Concrete Bases Type 1	3.000 EACH	_____.	_____.
0566	654.0105 Concrete Bases Type 5	1.000 EACH	_____.	_____.
0568	654.0110 Concrete Bases Type 10	2.000 EACH	_____.	_____.
0570	654.0120 Concrete Bases Type 10-Special	1.000 EACH	_____.	_____.
0572	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.
0574	655.0230 Cable Traffic Signal 5-14 AWG	233.000 LF	_____.	_____.
0576	655.0240 Cable Traffic Signal 7-14 AWG	1,317.000 LF	_____.	_____.
0578	655.0260 Cable Traffic Signal 12-14 AWG	244.000 LF	_____.	_____.
0580	655.0270 Cable Traffic Signal 15-14 AWG	146.000 LF	_____.	_____.
0582	655.0325 Cable Type UF 2-8 AWG Grounded	768.000 LF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0584	655.0515 Electrical Wire Traffic Signals 10 AWG	1,052.000 LF	_____.	_____.
0586	655.0610 Electrical Wire Lighting 12 AWG	480.000 LF	_____.	_____.
0588	655.0700 Loop Detector Lead In Cable	3,367.000 LF	_____.	_____.
0590	655.0800 Loop Detector Wire	4,220.000 LF	_____.	_____.
0592	656.0201 Electrical Service Meter Breaker Pedestal (location) 001. USH 18/151 WB Ramp & Dairy Ridge Rd/CTH G	1.000 EACH	_____.	_____.
0594	657.0100 Pedestal Bases	3.000 EACH	_____.	_____.
0596	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	1.000 EACH	_____.	_____.
0598	657.0322 Poles Type 5-Aluminum	1.000 EACH	_____.	_____.
0600	657.0350 Poles Type 10	2.000 EACH	_____.	_____.
0602	657.0352 Poles Type 10-Special	1.000 EACH	_____.	_____.
0604	657.0425 Traffic Signal Standards Aluminum 15-FT	3.000 EACH	_____.	_____.
0606	657.0530 Monotube Arms 30-FT	2.000 EACH	_____.	_____.
0608	657.0546 Monotube Arms 45-FT-Special	1.000 EACH	_____.	_____.
0610	657.0610 Luminaire Arms Single Member 4 1/2- Inch Clamp 6-FT	1.000 EACH	_____.	_____.
0612	657.0806 Luminaire Arms Steel 6-FT	3.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0614	658.0173 Traffic Signal Face 3S 12-Inch	11.000 EACH	_____.	_____.
0616	658.0174 Traffic Signal Face 4S 12-Inch	1.000 EACH	_____.	_____.
0618	658.5070 Signal Mounting Hardware (location) 001. USH 18/151 WB Ramps & Dairy Ridge RD/CTH G	1.000 EACH	_____.	_____.
0620	659.1120 Luminaires Utility LED B	4.000 EACH	_____.	_____.
0622	690.0150 Sawing Asphalt	5,178.000 LF	_____.	_____.
0624	690.0250 Sawing Concrete	9,851.000 LF	_____.	_____.
0626	715.0502 Incentive Strength Concrete Structures	9,804.000 DOL	1.00000	9,804.00
0628	715.0720 Incentive Compressive Strength Concrete Pavement	2,569.000 DOL	1.00000	2,569.00
0630	740.0440 Incentive IRI Ride	3,086.000 DOL	1.00000	3,086.00
0632	999.2000.S Installing and Maintaining Bird Deterrent System (station) 001. 462+50'EB'	1.000 EACH	_____.	_____.
0634	999.2000.S Installing and Maintaining Bird Deterrent System (station) 002. 489+00'EB'	1.000 EACH	_____.	_____.
0636	999.2000.S Installing and Maintaining Bird Deterrent System (station) 003. 489+00'WB'	1.000 EACH	_____.	_____.
0638	999.2000.S Installing and Maintaining Bird Deterrent System (station) 004. 502+50'EB'	1.000 EACH	_____.	_____.
0640	999.2000.S Installing and Maintaining Bird Deterrent System (station) 005. 529+00'EB'	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0642	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0644	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,900.000 HRS	5.00000	24,500.00
0646	SPV.0025 Special 501. Neat Cement Grout	302.000 CF	_____.	_____.
0648	SPV.0025 Special 502. Low-Mobility Grout	33.000 CF	_____.	_____.
0650	SPV.0045 Special 101. Digital Speed Reduction System	296.000 DAY	_____.	_____.
0652	SPV.0060 Special 101. Salvage and Reinstall Underdrain Endwalls	14.000 EACH	_____.	_____.
0654	SPV.0060 Special 102. Temporary Access for Sugar River Structure Construction and Demolition	1.000 EACH	_____.	_____.
0656	SPV.0060 Special 103. Field Office Special	1.000 EACH	_____.	_____.
0658	SPV.0060 Special 501. Embedded Galvanic Anodes	79.000 EACH	_____.	_____.
0660	SPV.0060 Special 502. Cleaning and Painting Bearings	12.000 EACH	_____.	_____.
0662	SPV.0060 Special 503. Temporary Support B-13-0052	1.000 EACH	_____.	_____.
0664	SPV.0060 Special 504. Temporary Support B-13-0383	1.000 EACH	_____.	_____.
0666	SPV.0060 Special 505. Trench Drain and Grate	1.000 EACH	_____.	_____.





## Proposal Schedule of Items

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Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0668	SPV.0090 Special 101. Salvage and Reinstall Cable Guard	4,772.000 LF	_____.	_____.
0670	SPV.0090 Special 350. Transport and Install State Furnished CAT-5E Cable	240.000 LF	_____.	_____.
0672	SPV.0090 Special 501. Strip Seal Gland Replacement	130.000 LF	_____.	_____.
0674	SPV.0090 Special 502. Grout Drilling	1,136.000 LF	_____.	_____.
0676	SPV.0195 Special 101. Limestone Screenings Path	4.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH ADDENDA HERE**



## Wisconsin Department of Transportation

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January 6, 2025

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

### **NOTICE TO ALL CONTRACTORS:**

#### **Federal Wage Rate Addendum #01**

#### **Letting of January 14, 2025**

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01 – 09, 11 – 42, 44, and 45; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposals 02 and 18; WI 15 Heavy Davis Bacon Prevailing Wage Rates that are included in proposals 12 and 41; and WI 11 Building Davis Bacon Prevailing Wage Rates that are included in proposals 26 and 44. These wage rates are effective for all proposals they are included in in the January 14, 2025 letting. The updated wage rates are dated January 3, 2025 and are effective on or after January 13, 2025.

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: WI20250010 01/03/2025

Superseded General Decision Number: WI20240010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.75 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 2025.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$13.30 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 2025.</li> </ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/03/2025

BRWI0001-002 06/03/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.86	27.00

-----  
BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.60	27.01

-----  
BRWI0002-005 06/01/2024ADAMS, 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...	\$ 41.62	27.03

-----  
BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

-----  
BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

-----  
BRWI0006-002 06/01/2024ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.33	27.53

-----  
BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
--	-------	---------

BRICKLAYER.....\$ 39.34 28.15

-----  
BRWI0008-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 46.16 27.33

-----  
BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.45 27.41

-----  
BRWI0019-002 06/01/2024

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

Rates Fringes

BRICKLAYER.....\$ 38.18 27.68

-----  
BRWI0034-002 06/01/2024

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.17 27.32

-----  
CARP0068-011 05/02/2022

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

Rates Fringes

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

-----  
CARP0231-002 06/05/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA  
COUNTIES

Rates Fringes

CARPENTER.....\$ 41.91 29.72

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CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU,  
LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO  
(Western Portion of the County), TAYLOR, VILAS, AND WOOD  
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44
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CARP0314-001 06/05/2023		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,  
LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02
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CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43
-----		
CARP0731-002 06/03/2024		

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern  
Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44
-----		
CARP0955-002 06/03/2024		

CALUMET (Western Portion of the County), FOND DU LAC (Western  
Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,  
WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44
-----		
CARP1056-002 06/01/2024		

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT  
,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,  
DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,  
GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,  
KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,  
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,  
ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.  
of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,  
SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),  
TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN,  
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

-----  
CARP1074-002 06/03/2024BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,  
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),  
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

-----  
CARP1143-002 06/03/2024BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPPEALEAU AND  
VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

-----  
CARP1146-002 06/03/2024BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,  
AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

-----  
CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIIVERMAN.....	\$ 42.21	34.07

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ELEC0014-002 05/26/2024ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK  
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &  
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA  
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST  
CROIX, SAWYER, TAYLOR, TREMPPEALEAU, VERNON, AND WASHBURN  
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

-----  
ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 30.27	19.11



Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

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ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17

-----  
ELEC0159-003 05/26/2024

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.....	\$ 48.55	25.91

-----  
ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

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ELEC0242-005 06/02/2024

DOUGLAS COUNTY

	Rates	Fringes
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Electricians:.....\$ 46.23 69.19%

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ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

Rates Fringes

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

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ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 46.70 25.02

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ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 49.48 27.34

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ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes

Electricians:.....\$ 42.77 24.66

-----  
ELEC0494-013 05/26/2024

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

Rates Fringes

Sound & Communications

Installer.....	\$ 36.03	18.87
Technician.....	\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the

installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEC0577-003 05/26/2024

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:.....	\$ 40.00	22.69

-----  
ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

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ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

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ENGI0139-005 06/01/2024

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 46.37	28.80
Group 2.....	\$ 45.87	28.80
Group 3.....	\$ 44.77	28.80
Group 4.....	\$ 44.51	28.80
Group 5.....	\$ 44.22	28.80
Group 6.....	\$ 38.32	28.80

#### HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour  
EPA Level "B" protection - \$2.00 per hour  
EPA Level "C" protection - \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/02/2024

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.....	\$ 42.00	31.93

-----  
IRON0498-005 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 46.59	48.80

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IRON0512-008 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

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IRON0512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
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IRONWORKER.....\$ 41.19 34.68

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LAB00113-002 06/03/2024

MILWAUKEE AND WAUKESHA COUNTIES

Rates Fringes

LABORER

Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

Rates Fringes

LABORER

Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01
Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/03/2024

#### KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

#### LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and  
Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,  
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,  
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,  
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,  
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,  
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.  
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,

## WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

## LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/03/2024

## DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

## LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch



## Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
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## Painters:

## New:

Brush, Roller.....	\$ 36.16	26.27
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Spray, Sandblast, Steel....	\$ 36.76	26.27
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## Repaint:

Brush, Roller.....	\$ 34.66	26.27
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Spray, Sandblast, Steel....	\$ 35.26	26.27
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PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
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## Painters:

Brush, Roller.....	\$ 42.04	22.95
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Spray & Sandblast.....	\$ 43.04	22.95
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PAIN0259-002 05/01/2008

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

	Rates	Fringes
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PAINTER.....	\$ 24.11	12.15
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PAIN0259-004 05/01/2015

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

	Rates	Fringes
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PAINTER.....	\$ 22.03	12.45
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PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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## Painters:

Bridge.....	\$ 41.39	24.92
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Brush.....	\$ 40.64	24.92
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Spray & Sandblast.....	\$ 41.39	24.92
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PAIN0802-002 06/01/2024COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

	Rates	Fringes
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PAINTER

Brush.....	\$ 36.35	20.87
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per  
hour.-----  
PAIN0802-003 06/01/2024ADAMS, 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
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PAINTER.....	\$ 36.35	20.87
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PAIN0934-001 06/01/2024

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
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Painters:

Brush.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

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PAIN1011-002 06/02/2024

FLORENCE COUNTY

	Rates	Fringes
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Painters:.....	\$ 29.95	15.89
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PLAS0599-002 06/01/2024

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE,

## SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 37.72	27.41

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

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

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the

discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

#### ----- WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

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END OF GENERAL DECISION"

"General Decision Number: WI20250008 01/03/2025

Superseded General Decision Number: WI20240008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

#### TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.75 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 2025.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$13.30 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 2025.</li> </ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/03/2025

BRWI0001-002 06/03/2024

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

	Rates	Fringes
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BRICKLAYER.....	\$ 38.86	27.00
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BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 46.60	27.01
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BRWI0002-005 06/01/2024ADAMS, 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
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CEMENT MASON/CONCRETE FINISHER...	\$ 41.62	27.03
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BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 38.45	27.41
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BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 43.21	27.90
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BRWI0006-002 06/01/2024ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 38.33	27.53
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BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
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BRICKLAYER.....\$ 39.34 28.15

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BRWI0008-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 46.16 27.33

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BRWI0009-001 06/01/2024

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,  
AND WINNEBAGO COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.45 27.41

-----  
BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.45 27.41

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BRWI0013-002 06/01/2024

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.17 27.32

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BRWI0019-002 06/01/2024

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

Rates Fringes

BRICKLAYER.....\$ 38.18 27.68

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BRWI0021-002 06/01/2024

DODGE AND JEFFERSON COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.10 28.37

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BRWI0034-002 06/01/2024

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.17 27.32

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CARP0068-011 05/02/2022

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys

35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

-----  
CARP0231-002 06/05/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 41.91	29.72

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CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

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CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

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CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

-----  
CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

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CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT  
 ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,  
 DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,  
 GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,  
 KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,  
 MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,  
 ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.  
 of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,  
 SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),  
 TAYLOR, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN,  
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

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CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,  
 PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),  
 RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

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CARP1143-002 06/03/2024

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

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

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CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,  
 AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

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CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
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PILEDRIVERMAN.....\$ 42.21 34.07

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CARP2337-010 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

Rates Fringes

MILLWRIGHT.....\$ 42.31 32.21

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ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK  
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &  
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA  
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST  
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN  
COUNTIES

Rates Fringes

Electricians:.....\$ 42.73 23.99

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ELEC0127-002 06/01/2023

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 46.05 30%+13.15

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ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),  
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE  
(East of a line 6 miles West of the West boundary of Oconto  
County), SHAWANO (Except Area North of Townships of Aniwa and  
Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 40.25 29.75%+11.17

-----  
ELEC0159-003 05/26/2024

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.....\$ 48.55 25.91

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ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,  
Florence and Homestead) AND MARINETTE COUNTY (Township of  
Niagara)

	Rates	Fringes
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## Electricians:

Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

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ELEC0242-005 06/02/2024

## DOUGLAS COUNTY

	Rates	Fringes
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Electricians:.....	\$ 46.23	69.19%
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ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
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Electricians:.....	\$ 38.74	26%+11.76
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ELEC0430-002 06/01/2023

## RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
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Electricians:.....	\$ 46.70	25.02
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ELEC0494-005 05/26/2024

## MILWAUKEE, OZAUCKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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Electricians:.....	\$ 49.48	27.34
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ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
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Electricians:.....	\$ 42.77	24.66
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ELEC0577-003 05/26/2024

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:.....	\$ 40.00	22.69
-----		
ELEC0890-003 06/01/2024		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,  
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26
-----		
ENGI0139-003 06/03/2024		

#### REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 48.78	27.14
Group 2.....	\$ 47.53	27.14
Group 3.....	\$ 44.23	27.14
Group 4.....	\$ 43.70	27.14
Group 5.....	\$ 41.63	27.14
Group 6.....	\$ 40.10	27.14

#### HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour

EPA Level ""B"" Protection: \$2.00 per hour

EPA Level ""C"" Protection: \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal);

Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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 ENGI0139-007 06/03/2024

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 45.04	26.80
Group 2.....	\$ 44.26	26.80
Group 3.....	\$ 43.31	26.80
Group 4.....	\$ 42.26	26.80
Group 5.....	\$ 40.86	26.80

#### HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour  
 EPA Level "B" Protection: \$2.00 per hour  
 EPA Level "C" Protection: \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under;

or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),  
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/02/2024

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.....	\$ 42.00	31.93

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IRON0498-005 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 46.59	48.80

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IRON0512-008 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

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IRON0512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68

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LAB00113-004 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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## Laborers: (Open Cut)

Group 1.....	\$ 19.14	23.90
Group 2.....	\$ 21.61	23.90
Group 3.....	\$ 25.47	23.90
Group 4.....	\$ 35.66	23.90
Group 5.....	\$ 35.83	23.90
Group 6.....	\$ 35.89	23.90
Group 7.....	\$ 40.09	23.90
Group 8.....	\$ 43.16	23.90
Group 9.....	\$ 43.85	23.90

## 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 SurfaceGROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;  
Pipe Layer; Rock Driller and Joint Man; Timber Man and  
Concrete Brusher; Bracer in Trench Behind Machine & Tight  
Sheeting; Concrete Formsetter and Shoveler; Jackhammer  
Operator

GROUP 9: Blaster

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LAB00113-005 06/03/2024

SEWER, TUNNEL &amp; UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
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## Laborers:

Group 1.....	\$ 26.40	23.90
Group 2.....	\$ 32.87	23.90
Group 3.....	\$ 37.44	23.90
Group 4.....	\$ 39.37	23.90

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30  
lbs add \$2.00, over 30 lbs add \$3.00

## LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation,  
Wire Mesh and Reinforcement, Concrete Worker, Form  
Stripper, Strike-off WorkGROUP 3: Machine and Equipment Operator, Sheeting, Form  
Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite

Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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LAB00113-008 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 25.47	23.90
Group 2.....	\$ 35.83	23.90
Group 3.....	\$ 35.89	23.90
Group 4.....	\$ 40.09	23.90
Group 5.....	\$ 40.23	23.90
Group 6.....	\$ 43.15	23.90
Group 7.....	\$ 43.85	23.90

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

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LAB00113-009 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 25.47	23.90
Group 2.....	\$ 35.83	23.90
Group 3.....	\$ 40.67	23.90
Group 4.....	\$ 41.54	23.90
Group 5.....	\$ 41.68	23.90
Group 6.....	\$ 44.62	23.90
Group 7.....	\$ 45.29	23.90

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

\*Compressed Air 15 - 30 lbs add \$2.00 to all classifications

\*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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LAB00140-005 06/03/2024

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 35.63	19.45
Group 2.....	\$ 37.48	19.45
Group 3.....	\$ 37.68	19.45
Group 4.....	\$ 38.43	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB00464-002 06/03/2024

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.53	19.45
Group 2.....	\$ 37.73	19.45
Group 3.....	\$ 37.93	19.45
Group 4.....	\$ 38.68	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB01091-010 06/03/2024

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 35.32	19.45
Group 2.....	\$ 37.38	19.45
Group 3.....	\$ 37.58	19.45
Group 4.....	\$ 38.33	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:  
0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders;

## Power Tool Operators

## GROUP 4: Pipelayer, Miner, and Laser Operator

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PLAS0599-002 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

## AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 37.72	27.41

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

## WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.



Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

"General Decision Number: WI20250015 01/03/2025

Superseded General Decision Number: WI20240015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.75 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 2025.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$13.30 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 2025.</li> </ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/03/2025

BOIL0107-001 01/01/2021

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 39.52	31.50
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

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BRWI0001-002 06/03/2024CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.86	27.00

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BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.60	27.01

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BRWI0002-005 06/01/2024ADAMS, 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...	\$ 41.62	27.03

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BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

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BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

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BRWI0006-002 06/01/2024ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates	Fringes
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BRICKLAYER.....\$ 38.33 27.53

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BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.34 28.15

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BRWI0008-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 46.16 27.33

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BRWI0009-001 06/01/2024

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,  
AND WINNEBAGO COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.45 27.41

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BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.45 27.41

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BRWI0013-002 06/01/2024

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.17 27.32

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BRWI0019-002 06/01/2024

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

Rates Fringes

BRICKLAYER.....\$ 38.18 27.68

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BRWI0021-002 06/01/2024

DODGE AND JEFFERSON COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.10 28.37

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BRWI0034-002 06/01/2024

## COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.17	27.32
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CARP0068-011 05/02/2022		

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

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05
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CARP0231-002 06/05/2023		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 41.91	29.72
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CARP0310-002 06/03/2024		

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44
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CARP0314-001 06/05/2023		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02
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CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43
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CARP0731-002 06/03/2024		

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

Rates	Fringes
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CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

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 CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

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 CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

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 CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

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 CARP1143-002 06/03/2024

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

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

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 CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

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CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

Rates	Fringes
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PILEDRIVERMAN.....	\$ 42.21	34.07
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CARP2337-010 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

Rates	Fringes
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MILLWRIGHT.....	\$ 42.31	32.21
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ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK  
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &  
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA  
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST  
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN  
COUNTIES

Rates	Fringes
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Electricians:.....	\$ 42.73	23.99
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ELEC0014-007 05/26/2024

REMAINING COUNTIES

Rates	Fringes
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Teledata System Installer		
Installer/Technician.....	\$ 30.27	19.11

Low voltage construction, installation, maintenance and  
removal of teledata facilities (voice, data, and video)  
including outside plant, telephone and data inside wire,  
interconnect, terminal equipment, central offices, PABX,  
fiber optic cable and equipment, micro waves, V-SAT,  
bypass, CATV, WAN (wide area networks), LAN (local area  
networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2023

KENOSHA COUNTY

Rates	Fringes
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Electricians:.....	\$ 46.05	30%+13.15
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ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),  
MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE  
(East of a line 6 miles West of the West boundary of Oconto

County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17

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ELEC0159-003 05/26/2024

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.....	\$ 48.55	25.91

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ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

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ELEC0242-005 06/02/2024

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.23	69.19%

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ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.74	26%+11.76

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ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02



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ELEC0494-005 05/26/2024

MILWAUKEE, OZAUCREE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 49.48	27.34

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ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.77	24.66

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ELEC0494-013 05/26/2024

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

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 36.03	18.87
Technician.....	\$ 36.03	18.87

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

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ELEC0577-003 05/26/2024

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:.....	\$ 40.00	22.69

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 ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,  
 RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

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ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

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ENGI0139-001 06/01/2024

KENOSHA, MILWAUKEE, OZAUCKEE, RACINE, WASHINGTON, AND WAUKESHA  
 COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 52.66	27.60
Group 2.....	\$ 52.16	27.60
Group 3.....	\$ 51.66	27.60
Group 4.....	\$ 50.37	27.60
Group 5.....	\$ 46.39	27.60
Group 6.....	\$ 41.24	27.60

#### HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour

EPA Level ""B"" Protection: \$2.00 per hour

EPA Level ""C"" Protection: \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson

Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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 ENGI0139-003 06/03/2024

#### REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 48.78	27.14
Group 2.....	\$ 47.53	27.14

Group 3.....	\$ 44.23	27.14
Group 4.....	\$ 43.70	27.14
Group 5.....	\$ 41.63	27.14
Group 6.....	\$ 40.10	27.14

## HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour

EPA Level ""B"" Protection: \$2.00 per hour

EPA Level ""C"" Protection: \$1.00 per hour

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone

Crushers and Screening Plants; Air, Electric, Hydraulic  
 Jacks (Slip Form); Prestress Machines; Air Compressor, 400  
 CFM or over; Refrigeration Plant/Freeze Machine; Boiler  
 Operators (temporary heat); Forklifts; Welding Machines;  
 Generators; Pumps over 3"; Heaters, Mechanical; Combination  
 small equipment operator; Winches, small electric; Oiler;  
 Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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 IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,  
 MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO  
 COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
 Day, Thanksgiving Day & Christmas Day.

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 IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),  
 WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
 Day, Thanksgiving Day & Christmas Day.

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 IRON0383-001 06/02/2024

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.....	\$ 42.00	31.93

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 IRON0512-008 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

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 IRON0512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68
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LAB00113-002 06/03/2024		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and  
Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/03/2024		

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01
Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and

Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
 Stone Handler; Bituminous Worker (Shoveler, Loader, and  
 Utility Man); Batch Truck Dumper or Cement Handler;  
 Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);  
 Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
 (Pavement); Vibrator or Tamper Operator (Mechanical Hand  
 Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
 (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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 LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer;  
 Demolition and Wrecking Laborer; Guard Rail, Fence, and  
 Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
 Stone Handler; Bituminous Worker (Shoveler, Loader, and  
 Utility Man); Batch Truck Dumper or Cement Handler;  
 Bituminous worker (Dumper, Ironer, Smoother, and Tamper);  
 Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
 (Pavement); Vibrator or Tamper Operator (Mechanical Hand  
 Operated); Chain Saw Operator; Demolition Burning Torch  
 Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
 (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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 LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,  
 CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,  
 DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
 GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,

JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

#### LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/03/2024

#### DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

#### LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);



## Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 36.16	26.27
Spray, Sandblast, Steel....	\$ 36.76	26.27
Repaint:		
Brush, Roller.....	\$ 34.66	26.27
Spray, Sandblast, Steel....	\$ 35.26	26.27

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PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 42.04	22.95
Spray & Sandblast.....	\$ 43.04	22.95

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PAIN0259-002 05/01/2008

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

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

-----  
PAIN0259-004 05/01/2015

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

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

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PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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## Painters:

Bridge.....	\$ 41.39	24.92
Brush.....	\$ 40.64	24.92
Spray & Sandblast.....	\$ 41.39	24.92

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PAIN0802-002 06/01/2024COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

	Rates	Fringes
--	-------	---------

## PAINTER

Brush.....	\$ 36.35	20.87
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## PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per  
hour.-----  
PAIN0802-003 06/01/2024ADAMS, 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
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PAINTER.....	\$ 36.35	20.87
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PAIN0934-001 06/01/2024

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
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## Painters:

Brush.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

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PAIN1011-002 06/02/2024

FLORENCE COUNTY

	Rates	Fringes
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Painters:.....	\$ 29.95	15.89
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PLAS0599-002 06/01/2024

	Rates	Fringes
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## CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39

Area F.....\$ 38.98

29.67

## AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

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PLUM0011-003 05/06/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 49.32	27.18

-----  
PLUM0075-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 57.60	26.90

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PLUM0075-004 06/01/2024

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 57.60	26.90

-----  
PLUM0075-009 06/01/2024

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 58.12	26.34

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PLUM0111-007 06/03/2024

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.90	27.53
-----		
PLUM0118-002 06/24/2024		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 54.60	26.12
-----		
PLUM0400-003 05/31/2024		

ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 49.00	21.84
-----		
PLUM0434-002 06/16/2024		

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 49.24	24.38
-----		
PLUM0601-003 06/03/2024		

Zone 1

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 55.67	31.19
-----		
PLUM0601-009 06/03/2024		

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 56.88	30.01
-----		
TEAM0039-002 06/01/2024		

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks.....	\$ 37.57	27.41
3 or more axles; Euclids		

or Dumptor, Articulated  
Truck, Mechanic.....\$ 37.72 27.41

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SUWI2011-001 11/16/2011

Rates Fringes

WELL DRILLER.....\$ 16.52 \*\*  
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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took

effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

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END OF GENERAL DECISION"



"General Decision Number: WI20250011 01/03/2025

Superseded General Decision Number: WI20240011

State: Wisconsin

Construction Type: Building

Counties: Adams, Ashland, Barron, Bayfield, Buffalo, Burnett, Clark, Columbia, Crawford, Dodge, Door, Dunn, Florence, Fond Du Lac, Forest, Grant, Green, Green Lake, Iowa, Iron, Jackson, Jefferson, Juneau, Kewaunee, Lafayette, Langlade, Lincoln, Manitowoc, Marinette, Marquette, Menominee, Monroe, Oconto, Oneida, Pepin, Polk, Portage, Price, Richland, Rusk, Sauk, Sawyer, Shawano, Taylor, Trempealeau, Vernon, Vilas, Walworth, Washburn, Waupaca, Waushara and Wood Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.75 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 2025.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$13.30 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 2025.</li> </ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

ASBE0019-002 06/01/2024

COLUMBIA, CRAWFORD, DODGE, GRANT, GREEN, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, MARQUETTE, MONROE, RICHLAND, SAUK, VERNON, AND WALWORTH COUNTIES

Rates	Fringes
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Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems. Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....\$ 43.48	37.50
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ASBE0034-005 06/01/2024

BARRON, BUFFALO, DUNN, PEPIN, AND POLK COUNTIES

Rates	Fringes
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Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coatings, coverings, and finishes to all types of mechanical systems. Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....\$ 45.65	36.18
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ASBE0049-003 06/01/2023

ASHLAND, BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

Rates	Fringes
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Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coverings, coatings, and finishes to all types of mechanical systems.	
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Includes preparation,  
wetting, stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems whether  
they contain asbestos or not)....\$ 37.62 29.00

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ASBE0127-002 06/01/2024

ADAMS, CLARK, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE,  
JACKSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARINETTE,  
MENOMINEE, OCONTO, ONEIDA, PORTAGE, PRICE, RUSK, SHAWANO,  
TAYLOR, TREMPLEAU, VILAS, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
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Heat and Frost Insulator (Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems; and the application of firestopping material in walls, floors, ceilings. Includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....\$ 43.24	28.56
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BOIL0107-001 01/01/2021

	Rates	Fringes
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BOILERMAKER	
Boilermaker.....\$ 39.52	31.50
Small Boiler Repair (under 25,000 lbs/hr).....\$ 26.91	16.00

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BRWI0001-003 06/03/2024

CRAWFORD, JUNEAU, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
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Bricklayer & Tile Setter.....\$ 38.86	27.00
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BRWI0002-003 06/01/2024

ASHLAND, BURNETT, IRON, WASHBURN

	Rates	Fringes
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BRICKLAYER	
Bricklayer, Tile Setter.....\$ 46.60	27.01
Cement Mason/Concrete Finisher.....\$ 44.12	27.01

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BRWI0002-004 06/01/2024

## BAYFIELD COUNTY

	Rates	Fringes
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## BRICKLAYER

Bricklayer & Tile Setter....	\$ 46.60	27.01
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BRWI0003-001 06/01/2024DOOR, KEWAUNEE, FLORENCE, FOND DU LAC, GREEN LAKE, MANITOWOC,  
MARINETTE, MARQUETTE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA  
COUNTIES

	Rates	Fringes
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## BRICKLAYER

Bricklayer, Cement Mason, Tile Setter.....	\$ 38.45	27.41
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BRWI0004-003 06/01/2024

## WALWORTH COUNTY

	Rates	Fringes
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BRICKLAYER.....	\$ 43.21	27.90
CEMENT MASON/CONCRETE FINISHER...	\$ 38.44	27.90
TILE SETTER.....	\$ 37.09	27.90

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BRWI0006-001 06/01/2024ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MENOMINEE, ONEIDA,  
PORTAGE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
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## BRICKLAYER

Bricklayer,Cement Mason,Tile Setter.....	\$ 38.33	27.53
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BRWI0006-004 06/01/2024

## PRICE COUNTY

	Rates	Fringes
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Bricklayer & Tile Setter.....	\$ 38.33	27.53
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BRWI0007-003 06/01/2024

## GREEN AND LAFAYETTE COUNTIES

	Rates	Fringes
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Bricklayer & Tile Setter.....	\$ 39.34	28.15
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BRWI0013-003 06/01/2024

## GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
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Bricklayer.....	\$ 40.17	27.32
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Tile Layer.....	\$ 37.14	27.94
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BRWI0019-004 06/01/2024

BARRON, BURNETT (Southern half), DUNN, PEPIN, POLK, RUSK, AND  
WASHBURN (Southern half) COUNTIES

Rates	Fringes
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BRICKLAYER

Bricklayer, Cement Mason,

Tile Layer.....	\$ 38.18	27.68
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BRWI0019-005 06/01/2024

SAWYER COUNTY

Rates	Fringes
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Bricklayer & Tile Setter.....	\$ 38.18	27.68
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BRWI0021-001 06/01/2024

DODGE AND JEFFERSON COUNTIES

Rates	Fringes
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BRICKLAYER

Bricklayer, Cement Mason,

Tile Layer.....	\$ 39.10	28.37
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BRWI0034-001 06/01/2024

COLUMBIA AND SAUK COUNTIES

Rates	Fringes
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BRICKLAYER

Bricklayer, Cement Mason,

Tile Layer.....	\$ 40.17	27.32
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CARP0068-013 05/02/2022

BURNETT (West of highway 48) AND POLK(West of Highways 35, 48 &  
65) COUNTIES

Rates	Fringes
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CARPENTER (Including Drywall Hanging, Acoustical work).....	\$ 41.51	27.32
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CARP0310-007 06/01/2024

ADAMS, BAYFIELD (Eastern 2/3), FOREST, IRON, ONEIDA, PORTAGE,  
PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS,  
AND WOOD COUNTIES

Rates	Fringes
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CARPENTER (Including Drywall

Hanging, Acoustical Work).....	\$ 40.44	28.43
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Piledriverman.....	\$ 40.44	28.43
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 CARP0310-008 06/01/2024

ASHLAND COUNTY

	Rates	Fringes
CABINET INSTALLER (Including Drywall Hanging & Acoustical Work).....	\$ 40.44	28.43

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CARP0314-006 06/05/2023

COLUMBIA, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Work).....	\$ 38.86	27.06
Piledriverman.....	\$ 39.43	27.02

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CARP0361-006 05/03/2021

BAYFIELD COUNTY (West of Hwy 63)

	Rates	Fringes
Carpenters: (Including Drywall Hanging, Acoustical work).....	\$ 39.71	26.01

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CARP0731-006 06/01/2024

FOND DU LAC (Eastern Portion of the County) AND MANITOWOC COUNTIES

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Work).....	\$ 40.44	28.43
Piledriverman.....	\$ 40.44	28.43

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CARP0955-004 06/01/2024

FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, WAUPACA, AND WAUSHARA COUNTIES

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Work).....	\$ 40.44	28.43
Piledriverman.....	\$ 40.44	28.43

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CARP1056-004 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD (Eastern 2/3), BUFFALO, BURNETT, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, PEPIN, POLK (E. of Hwy. 35, 48 & 65),

PORTAGE, PRICE, RICHLAND, RUSK, SAUK, SAWYER, SHAWANO, TAYLOR,  
TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA,  
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

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CARP1074-009 06/01/2024

BARRON, BURNETT (East of Hwy 48), CLARK, DUNN, POLK (East of  
Hwy 35, 48, 65), RUSK, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Work).....	\$ 40.44	28.43
Piledriverman.....	\$ 40.44	28.43

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CARP1143-006 06/01/2024

BUFALO, CRAWFORD, JACKSON, MONROE, TREMPLEALEAU, AND VERNON  
COUNTIES

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Work).....	\$ 40.44	28.43
Piledriverman.....	\$ 40.44	28.43

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CARP1146-006 06/01/2024

DOOR, FLORENCE (Except area bordering Michigan), KEWAUNEE,  
MARINETTE (Except N.E. corner), MENOMINEE, OCONTO, AND SHAWANO  
(Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Work).....	\$ 40.44	28.43
Piledriverman.....	\$ 40.44	28.43

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CARP1348-006 05/01/2020

BAYFIELD COUNTY (Western 1/3)

	Rates	Fringes
MILLWRIGHT.....	\$ 35.75	21.30

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ELEC0014-001 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK  
(Except Colby, Fremont, Lynn, Maryville, Sherman, Sherwood,  
Unity), CRAWFORD, DUNN, GRANT, IRON, JACKSON, MONROE, PEPIN,  
POLK, PRICE, RICHLAND, RUSK, SAWYER, TAYLOR, TREMPLEALEAU,  
VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
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ELECTRICIAN.....	\$ 42.73	23.99
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 ELEC0014-005 05/26/2024

Rates	Fringes
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Teledata System Installer		
Installer/Technician.....	\$ 30.27	19.11

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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 ELEC0158-007 06/01/2024

DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates	Fringes
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Electricians:.....	\$ 40.25	29.75%+11.17
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 ELEC0159-001 05/26/2024

COLUMBIA, DODGE (West of Hwy 26 except Chester and Emmet Twps), GREEN LAKE COUNTY (Except Townships of Berlin, Seneca & St. Marie), IOWA, MARQUETTE COUNTY (Except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), AND SAUK COUNTIES

Rates	Fringes
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Electricians:.....	\$ 48.55	25.91
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 ELEC0219-006 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates	Fringes
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ELECTRICIAN		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

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 ELEC0388-004 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD



## COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.74	26%+11.76

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ELEC0494-010 05/26/2024

DODGE COUNTY (Area East of Hwy 26 including all of Chester Township, but excluding Emmet Township), FOND DU LAC (except Waupun), AND MANITOWOC (Schleswig) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 42.77	24.66

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ELEC0494-014 05/26/2024

DODGE (Area East of Hwy 26 including Chester Twp but excluding Emmet Twp), FOND DU LAC (Except Waupun), AND MANITOWOC (Schleswig) COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 36.03	18.87
Technician.....	\$ 36.03	18.87

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

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ELEC0577-001 05/26/2024

GREEN LAKE (N. Part including Twps of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Twps of Crystal Lake, Neshkoro, Newton, and Springfield), WAUPACA, AND WAUSHARA COUNTIES,

	Rates	Fringes
ELECTRICIAN.....	\$ 40.00	22.69

-----  
ELEC0890-005 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, AND  
WALWORTH COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.65	25.95%+12.26

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ENGI0139-004 06/03/2024

	Rates	Fringes
OPERATOR: Power Equipment		
(1) Cranes, Tower Cranes with or w/o attachments over 100 tons; Cranes, tower Cranes with boom, leads and or jib length 176 ft or longer.....	\$ 48.78	27.14
(2) Cranes, Tower Cranes with or w/o attachments 100 tons or less; Cranes, Tower Cranes with boom, leads, and or jib lengths 175 ft or less.....	\$ 47.53	27.14
(3) Travelling Crane (bridge type).....	\$ 44.23	27.14
(4) Hydraulic Crane, 10 tons or less.....	\$ 43.70	27.14
(6) Forklift.....	\$ 40.10	27.14

#### 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

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IRON0008-012 06/02/2024

CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE,  
OCONTO, OUTAGAMIE, SHAWANO AND WALWORTH (Northeastern part)  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

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IRON0383-004 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DODGE, FLORENCE, FOREST, GRANT,  
GREENE (Except S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU,  
LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE,  
PORTAGE, RICHLAND, SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.00	31.93

IRON0498-007 06/01/2024

GREEN (S.E. 1/3) AND WALWORTH (Except N.E. part) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.59	48.80

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IRON0512-009 04/28/2024BARRON, BUFFALO, CLARK, DUNN, JACKSON, PEPIN, POLK, RUSK,  
TAYLOR AND TREMPLEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

-----  
IRON0512-023 04/28/2024ASHLAND, BAYFIELD, BURNETT, IRON, LINCOLN, ONEIDA, PRICE,  
SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68

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LAB00140-003 06/03/2024BUFFALO, CRAWFORD, GRANT, JACKSON, JUNEAU, MONROE, RICHLAND,  
TREMPLEAU (Southern part), AND VERNON COUNTIES

	Rates	Fringes
Laborer, General.....	\$ 36.35	19.45
Laborer: Asbestos/hazardous material remover (Preparation, Removal and Encapsulation of Hazardous Materials from Non-Mechanical Systems).....	\$ 35.30	19.45

NOTE: Mason Tender \$1.00 over general laborer scale;  
Pipelayer \$1.00 over general laborer scale-----  
LAB00268-001 06/03/2024AREA 1: BARRON, CLARK (West 1/3), DUNN, PEPIN, POLK, RUSK  
TAYLOR (West 1/3)AREA 2: CLARK (East 2/3), LANGLADE, LINCOLN, ONEIDA, PRICE,  
TAYLOR (East 2/3), VILAS, WOOD

AREA 3: BURNETT, IRON, SAWYER, WASHBURN

	Rates	Fringes
Laborer, General		
Area 1.....	\$ 36.35	19.45
Area 2.....	\$ 35.70	19.45
Area 3.....	\$ 35.00	19.45

Laborer: Asbestos/hazardous  
material remover  
(Preparation, Removal,  
Encapsulation of Hazardous  
materials from Non-mechanical  
Systems)

Area 1.....	\$ 35.30	19.45
Area 2.....	\$ 35.30	19.45
Area 3.....	\$ 35.30	19.45

NOTE: Mason Tender \$1.00 over general laborer. Burnett, Iron,  
Sawyer & Washburn \$.70 over general laborer.

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LAB00330-001 06/03/2024

DODGE, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE,  
KEWAUNEE, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, OCONTO,  
PORTAGE, SHAWANO, WAUPACA, WAUSHARA

	Rates	Fringes
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Laborer: Asbestos/hazardous  
material remover  
(Preparation, Removal,  
Encapsulation of Hazardous  
materials from Non-mechanical  
Systems).....

.....	\$ 35.70	19.45
Laborers, General.....	\$ 35.30	19.45

NOTE: Mason Tender \$1.00 over general laborer.

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LAB00464-005 06/03/2024

ADAMS, COLUMBIA, GREEN, JEFFERSON, LAFAYETTE, SAUK, AND  
WALWORTH COUNTIES

	Rates	Fringes
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Laborer, General

Adams County.....	\$ 35.70	19.45
Remaining Area.....	\$ 36.35	19.45

Laborer: Asbestos/hazardous  
material remover  
(Preparation, Removal,  
Encapsulation of Hazardous  
Materials from Non-mechanical  
Systems)

Adams County.....	\$ 35.30	19.45
Remaining Area.....	\$ 35.30	19.45

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LAB00464-008 06/01/2024

	Rates	Fringes
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Landscape Laborer.....	\$ 20.59	18.44
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LAB01091-001 05/01/2024

BAYFIELD (West of County Trunk A including the Iron River  
National Fish Hatchery and Great Lakes Transmission Co.,  
Station 6) COUNTY

	Rates	Fringes
Laborer, General.....	\$ 33.99	23.00
Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems).....	\$ 34.99	23.00

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LAB01091-002 05/01/2024

ASHLAND & BAYFIELD (East of County Trunk A exclusive of the  
Iron River National Fish Hatchery and Great Lakes Transmission  
Co., Station 6) COUNTIES

	Rates	Fringes
Laborer, General.....	\$ 32.54	23.00
Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems).....	\$ 33.54	23.00

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PLAS0599-003 06/03/2024

PEPIN COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	26.84
PLASTERER.....	\$ 41.47	24.13

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PLAS0599-007 06/03/2024

BUFFALO, CRAWFORD, JACKSON, JUNEAU, MONROE, POLK, RICHLAND,  
TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	26.84
PLASTERER.....	\$ 41.47	24.13

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PLAS0599-011 06/03/2024

GRANT, GREEN, IOWA, AND LAFAYETTE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 43.47	25.19
PLASTERER.....	\$ 40.98	26.79

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PLAS0633-046 06/01/2023

BAYFIELD, PRICE, AND SAWYER COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.17	22.13
PLASTERER.....	\$ 38.24	23.23

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 PLUM0011-009 05/06/2024

ASHLAND BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
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PLUMBER/PIPEFITTER (Including HVAC work).....	\$ 49.32	27.18
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PLUM0075-006 06/01/2024

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

	Rates	Fringes
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PLUMBER (Including HVAC work)....	\$ 57.60	26.90
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PLUM0075-008 06/01/2024

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

	Rates	Fringes
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PLUMBER (Including HVAC work)....	\$ 58.12	26.34
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PLUM0118-003 06/24/2024

WALWORTH COUNTY

	Rates	Fringes
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PLUMBER/PIPEFITTER (Including HVAC work).....	\$ 54.60	26.12
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PLUM0400-002 06/01/2024

ADAMS, CALUMET, DODGE (Except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (Except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
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PLUMBER/PIPEFITTER (Including HVAC work)		
(1) Small buildings (except industrial and power plants) where plumbing or heating is \$50,000 or less.....	\$ 45.86	21.73
(2) All other work.....	\$ 49.00	21.84

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PLUM0434-004 06/16/2024

BARRON, BUFFALO, CLARK, CRAWFORD, DUNN, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LANGLADE, LINCOLN, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
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PLUMBER/PIPEFITTER (Including		
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HVAC work).....	\$ 49.24	24.38
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PLUM0601-006 06/03/2024

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

Rates	Fringes
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PIPEFITTER (Including HVAC work).....	\$ 55.67	31.19
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PLUM0601-008 06/03/2024

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

Rates	Fringes
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PIPEFITTER (Including HVAC work).....	\$ 56.88	30.01
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SHEE0010-031 05/01/2008

ASHLAND, BAYFIELD AND IRON COUNTIES

Rates	Fringes
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SHEET METAL WORKER.....	\$ 27.53	14.61
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SHEE0018-003 06/01/2024

FOND DU LAC AND MANITOWOC COUNTIES

Rates	Fringes
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Sheet Metal Worker (Including HVAC work).....	\$ 40.76	31.62
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SHEE0018-004 06/01/2024

ADAMS, DOOR, FLORENCE, FOREST, GREEN LAKE, KEWAUNEE, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA COUNTIES

Rates	Fringes
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Sheet Metal Worker (Including HVAC work).....	\$ 44.47	29.35
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SHEE0018-014 06/01/2024

DODGE AND JEFFERSON COUNTIES

Rates	Fringes
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Sheet Metal Worker (Including HVAC work).....	\$ 55.58	29.28
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SHEE0018-015 09/01/2024

WALWORTH COUNTY

Rates	Fringes
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SHEET METAL WORKER (Including		
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HVAC work).....	\$ 46.34	37.54
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SHEE0018-017 06/01/2024

## GREEN COUNTY

Rates	Fringes
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Sheet Metal Worker (Including HVAC work).....	\$ 46.59	36.97
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SHEE0018-018 06/01/2024

## LANGLADE, LINCOLN, ONEIDA, PORTAGE, AND WOOD COUNTIES

Rates	Fringes
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Sheet Metal Worker (Including HVAC work)		
Contracts \$120,000 or less..	\$ 40.90	33.79
Contracts over \$120,000.....	\$ 40.90	33.79

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SHEE0018-022 06/01/2024

## BARRON, BUFFALO, BURNETT, CLARK, DUNN, JACKSON, PEPIN, POLK, PRICE, RUSK, SAWYER, TAYLOR, TREMPLEAU, AND WASHBURN COUNTIES

Rates	Fringes
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Sheet Metal Worker (Including HVAC work).....	\$ 40.75	32.22
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SHEE0018-023 06/01/2024

## COLUMBIA AND SAUK COUNTIES

Rates	Fringes
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Sheet Metal Worker (Including HVAC work).....	\$ 48.42	33.55
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SHEE0018-024 06/01/2024

## CRAWFORD, GRANT, JUNEAU, MONROE, RICHLAND, AND VERNON COUNTIES

Rates	Fringes
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SHEET METAL WORKER (Including HVAC work).....	\$ 42.84	30.59
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TEAM0346-003 05/01/2024

## ASHLAND, BAYFIELD, BURNETT, SAWYER &amp; WASHINGTON COUNTIES

Rates	Fringes
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TRUCK DRIVER		
2 Axle Trucks.....	\$ 34.86	23.03

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TEAM0662-002 06/01/2024

## ADAMS, BARRON, BUFFALO, CLARK , DOOR, DUNN, JACKSON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MENOMINEE, OCONTO, ONEIDA, PEPIN, POLK, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR,



## TEMPEALEAU, WAUPACA &amp; WOOD COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 Axle Trucks.....	\$ 37.57	27.41
3 or more Axles.....	\$ 37.72	27.41

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SUWI2002-001 01/23/2002

	Rates	Fringes
Fence Installers.....	\$ 15.00 **	2.37
GLAZIER.....	\$ 20.21	1.86
Painters:		
Brush & Roller (Excluding Drywall Finishing).....	\$ 14.64 **	2.55
Spray.....	\$ 13.72 **	2.25
Power Equipment Operator		
Backhoe.....	\$ 17.454 **	7.61
Excavator.....	\$ 17.37 **	7.45
Front End Loader.....	\$ 23.36	4.61
ROOFER.....	\$ 15.52 **	3.21
TRUCK DRIVER (3-Axle).....	\$ 15.28 **	4.78

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

=====  
END OF GENERAL DECISION"



## Wisconsin Department of Transportation

January 6, 2025

### Division of Transportation Systems Development

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

**Proposal #01: 1204-08-73, WISC 2025145**  
**Mount Horeb - Madison**  
**CTH G to West Verona Ave/Epic Ln**  
**USH 18**  
**Dane County**

**1204-08-74, WISC 2025146**  
**Mount Horeb - Madison**  
**West Verona Ave/Epic Ln to STH 69**  
**USH 18**  
**Dane County**

### Letting of January 14, 2025

This is Addendum No. 01, which provides for the following:

#### Special Provisions:

Added Special Provisions	
Article No.	Description
55	Removing Polymer Overlay B-13-0052, Item 509.9015.S.01
56	Removing Polymer Overlay B-13-0383, Item 509.9015.S.02

#### Schedule of Items:

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
509.9015.S	Removing Polymer Overlay B-13-0052	SY	0	930	930
509.9015.S	Removing Polymer Overlay B-13-0383	SY	0	880	880

**Plan Sheets:**

<b>Revised</b> Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
571	Revised page to add bid item 509.9015.S for B-13-0052.
596	Revised page to add bid item 509.9015.S for B-13-0383.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

**ADDENDUM NO. 01**  
**1204-08-73, 1204-08-74**  
**January 6, 2025**

**Special Provisions**

**55. Removing Polymer Overlay B-13-0052, Item 509.9015.S.01.**

**A Description**

This special provision describes removing the polymer overlay. Perform work conforming to standard spec 204.

**B (Vacant)**

**C Construction**

Remove the overlay by scraping, grinding, milling, or other approved method without damaging the underlying concrete. Submit removal procedures to the engineer for approval before beginning. Do not remove more than 1/4" of the existing concrete surface. Leave a uniform textured finish over the entire concrete surface.

**D Measurement**

The department will measure Removing Polymer Overlay B-13-0052 by the square yard, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9015.S	Removing Polymer Overlay B-13-0052	SY

Payment for is full compensation for removing the polymer; and for properly disposing of all materials.  
stp-509-015 (20210113)

**56. Removing Polymer Overlay B-13-0383, Item 509.9015.S.02.**

**A Description**

This special provision describes removing the polymer overlay. Perform work conforming to standard spec 204.

**B (Vacant)**

**C Construction**

Remove the overlay by scraping, grinding, milling, or other approved method without damaging the underlying concrete. Submit removal procedures to the engineer for approval before beginning. Do not remove more than 1/4" of the existing concrete surface. Leave a uniform textured finish over the entire concrete surface.

**D Measurement**

The department will measure Removing Polymer Overlay B-13-0383 by the square yard, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9015.S	Removing Polymer Overlay B-13-0383	SY
Payment for is full compensation for removing the polymer; and for properly disposing of all materials. stp-509-015 (20210113)		

**Schedule of Items**

Attached, dated January 6, 2025, are the revised Schedule of Items Page 24.

**Plan Sheets**

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:  
Revised: 571 and 596.

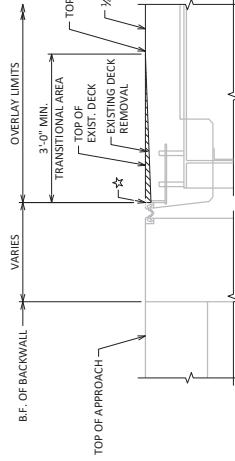
END OF ADDENDUM



TOTAL ESTIMATED QUANTITIES

BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT	WEST ABUTMENT	PIER 1	PIER 2	EAST ABUTMENT	SUPER	TOTALS
203.0200	REMOVING STRUCTURE OVER WATERWAY MINIMAL DEBRIS B-13-0052	EACH	—	—	—	—	—	1
206.0001	EXCAVATION FOR STRUCTURES BRIDGES B-13-0052	EACH	—	—	—	—	—	1
206.0001	COFFERDAMS B-13-0052	EACH	—	—	—	—	—	1
210.1500	BACKFILL STRUCTURE TYPE A	TON	64	117	117	65	—	363
502.0100	CONCRETE MASONRY BRIDGES	CY	25	20	20	25	89	178
502.0100	CONCRETE MASONRY SEAL	CY	—	—	—	—	—	50
502.3101	EXPANSION DEVICE	LF	18	—	—	18	—	36
502.3200	PROTECTIVE SURFACE TREATMENT	SY	—	—	—	—	310	310
502.3205	PIGMENTED SURFACE SEALER RESEAL	SY	5	—	—	5	64	74
502.3210	PIGMENTED SURFACE SEALER	SY	6	—	—	6	79	91
502.4204	ADHESIVE ANCHORS NO. 4 BAR	EACH	—	—	—	—	—	8
502.4205	ADHESIVE ANCHORS NO. 5 BAR	EACH	—	—	—	—	—	12
502.4206	ADHESIVE ANCHORS NO. 6 BAR	EACH	—	—	—	—	—	28
505.0400	BAR STEEL REINFORCEMENT HS STRUCTURES	LB	850	835	835	850	—	3,370
505.0400	BAR STEEL REINFORCEMENT HS COATED STRUCTURES	LB	1,100	1,895	1,895	1,090	25,210	31,190
506.0105	STRUCTURAL STEEL CARBON	LB	—	—	—	—	5,670	5,670
506.0605	STRUCTURAL STEEL HS	LB	—	—	—	—	37,520	37,520
506.0915	WELDED STUD SHEAR CONNECTORS 7/8X6 INCH	EACH	—	—	—	—	—	1,422
506.5000	BEARING ASSEMBLIES EXPD B-13-0052	EACH	—	—	—	—	—	2
506.5000	BEARING ASSEMBLIES EXPD B-13-0052	EACH	—	—	—	—	—	6
509.1500	CONCRETE SURFACE REPAIR	SF	7	—	—	—	—	7
509.1500	POLYMER OVERLAY	SY	—	—	—	—	930	930
509.9010	REMOVING POLYMER OVERLAY B-13-0052	SY	—	—	—	—	930	930
511.1200	TEMPORARY SHORING B-13-0052	SF	117	—	—	117	—	234
516.0500	RUBBERIZED MEMBRANE WATERPROOFING	SY	5	—	—	5	—	10
517.0601	PAINTING EPOXY SYSTEM B-13-0052	EACH	—	—	—	—	—	1
517.0601	PREPARATIONS AND COATING OF TOP FLANGES B-13-0052	EACH	—	—	—	—	—	900
530.1100	ROLLING STEEL HP 10X10X42 LB	LF	450	—	—	450	—	900
530.1140	ROLLING STEEL HP 14X10X43 LB	CY	110	485	485	110	—	990
600.0000	REPAIR REPAIR	LF	29	80	80	29	—	368
612.0405	PPE UNDERDRUM WRAPPED GINCH	LF	—	—	—	—	—	58
614.0150	ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	EACH	9	—	—	9	—	2
645.0111	GEOTEXTILE TYPE DF SCHEDULE A	SY	170	130	130	160	—	590
645.0120	GEOTEXTILE TYPE HR	SY	—	—	—	—	—	12
SPV 0000.302	CLEANING AND PAINTING BEARINGS	EACH	—	—	—	—	—	1
SPV 0000.303	TEMPORARY SUPPORT B-13-0052	LF	35	—	—	35	—	70
SPV 0000.301	STRIP SEAL GLAND REPLACEMENT	LF	—	—	—	—	—	—
FILLER	NON-BID ITEMS	SIZE	—	—	—	—	—	1/2"

\* CLEAN AND PAINT GIRDER BEARINGS AT ABUTMENTS AND PIERS AS DIRECTED BY FIELD ENGINEER.



SECTION THRU ABUTMENT  
TRANSITIONAL AREA ON DECK  
AT EXPANSION JOINT  
(REMOVAL AND OVERLAY THICKNESS NOT TO SCALE)

01/02/25



12/31/2024

Addendum No. 01  
ID 1204-08-73  
Revised Sheet 571  
January 6, 2023

12/31/24	ADDED BID ITEM	MES
NO.	REVISION	BY
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION		
STRUCTURE B-13-52		
DESIGNED BY	DRAWN BY	SRA
SHEET 3 OF 25		
QUANTITIES		
571		

SCALE =

STATE PROJECT NUMBER

1204-08-73

TOTAL ESTIMATED QUANTITIES

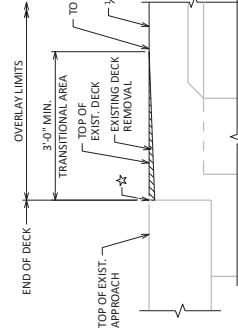
BID ITEM NUMBER	BID ITEM	UNIT	WEST ABUTMENT	PIER 1	PIER 2	EAST ABUTMENT	SUPER	TOTALS
203.0200	REMOVING STRUCTURE OVER WATERWAY MINIMAL DEBRIS B-13-0383	EACH	---	---	---	---	---	1
206.1001	EXCAVATION FOR STRUCTURES BRIDGES B-13-0383	EACH	---	---	---	---	---	1
206.5001	COFFERDAMS B-13-0383	EACH	---	---	---	---	---	1
210.1500	BACKFILL STRUCTURE TYPE A	TON	75	117	117	70	---	379
502.0100	CONCRETE MASONRY BRIDGES	CY	19	21	21	19	97	177
502.1100	CONCRETE MASONRY SEAL	CY	---	25	25	---	---	50
502.3200	PROTECTIVE SURFACE TREATMENT	SY	---	---	---	---	280	280
502.3205	PIGMENTED SURFACE SEALER RESEAL	SY	4	---	---	---	61	65
502.3210	PIGMENTED SURFACE SEALER	SY	6	---	---	6	75	87
502.4208	ADHESIVE ANCHORS NO. 8 BAR	EACH	---	---	---	---	---	46
505.0000	BAR STEEL REINFORCEMENT HS STRUCTURES	LB	930	835	835	930	---	3,530
505.0000	BAR STEEL REINFORCEMENT HS COATED STRUCTURES	LB	1,100	1,895	1,895	1,170	20,620	26,770
506.0105	STRUCTURAL STEEL CARBON	LB	---	---	---	---	3,470	3,470
506.0905	STRUCTURAL STEEL HS	LB	---	---	---	---	44,970	44,970
506.2005	BEARING PAWS ELASTOMERIC NON LAMINATED	EACH	---	---	---	---	---	1
506.3015	WELDED STUD SHEAR CONNECTORS 1/8"X1/4"	EACH	---	---	---	---	---	1,422
506.3000	BEARING ASSEMBLIES FIXED B-13-0383	EACH	---	---	---	---	---	4
508.1000	CONCRETE SURFACE REPAIR	SF	---	2	---	---	---	2
509.5100 S	POLYMER OVERLAY	SF	---	---	---	---	890	890
509.5015 S	REMOVING POLYMER OVERLAY B-13-0383	SF	---	---	---	---	890	890
511.1200	TEMPORARY SHORING B-13-0383	SF	180	---	---	330	---	510
517.0000	RUBBERIZED MEMBRANE WATERPROOFING	SF	7	---	---	7	---	14
550.0001 S.002	PREPARATIONS AND COATING OF TOP FLANGES B-13-0383	EACH	---	---	---	---	---	1
550.1100	PILING STEEL HP 10"X14" X 42 LB	LF	210	---	---	210	---	420
550.1140	PILING STEEL HP 14"X14" X 73 LB	LF	---	495	495	---	---	990
600.0300	RFRAP HEAVY	CY	120	100	100	90	---	410
612.0000	PIPE UNDERGRAN WRAPPED 6"X1/4"	LF	29	---	---	29	---	58
614.0150	ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	EACH	---	---	---	---	---	2
646.0111	GEOTEXTILE TYPE OF SCHEDULE A	SY	22	---	---	22	---	44
646.0120	GEOTEXTILE TYPE HR	SY	180	170	170	140	---	660
SPV.0000.504	TEMPORARY SUPPORT B-13-0383	EACH	---	---	---	---	---	1
	NON-BID ITEMS	SIZE	---	---	---	---	---	1/2"
	FILLER	---	---	---	---	---	---	---

01/02/25



Addendum No. 01  
ID 1204-08-73  
Revised Sheet 596  
January 6, 2023

12/31/2024



SECTION THRU ABUTMENT  
TRANSITIONAL AREA ON DECK AT  
SEMI-EXPANSION OR FIXED JOINT

(REMOVAL AND OVERLAY THICKNESS NOT TO SCALE)

NOTE: TRANSITIONAL AREA REQUIRED WHEN APPROACH PAVEMENT  
HAS BEEN PLACED PRIOR TO OVERLAY PLACEMENT.

12/31/24	ADD'D BID ITEM	MES
NO.	REVISION	BY
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION		
STRUCTURE B-13-383		
DESIGNED BY	DRAWN BY	SRA
SHEET 3 OF 23		
QUANTITIES		596



## Proposal Schedule of Items

Page 24 of 24

Proposal ID: 20250114001 Project(s): 1204-08-73, 1204-08-74

Federal ID(s): WISC 2025145, WISC 2025146

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0668	SPV.0090 Special 101. Salvage and Reinstall Cable Guard	4,772.000 LF	_____.	_____.
0670	SPV.0090 Special 350. Transport and Install State Furnished CAT-5E Cable	240.000 LF	_____.	_____.
0672	SPV.0090 Special 501. Strip Seal Gland Replacement	130.000 LF	_____.	_____.
0674	SPV.0090 Special 502. Grout Drilling	1,136.000 LF	_____.	_____.
0676	SPV.0195 Special 101. Limestone Screenings Path	4.000 TON	_____.	_____.
0678	509.9015.S Removing Polymer Overlay (structure) 01. B-13-0052	930.000 SY	_____.	_____.
0680	509.9015.S Removing Polymer Overlay (structure) 02. B-13-0383	880.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.





## Wisconsin Department of Transportation

---

January 10, 2025

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

<b>Proposal #01:</b>	<b>1204-08-73, WISC 2025145</b>	<b>1204-08-74, WISC 2025146</b>
	<b>Mount Horeb – Madison</b>	<b>Mount Horeb – Madison</b>
	<b>CTH G to West Verona Ave/Epic Ln</b>	<b>West Verona Ave/Epic Ln to STH 69</b>
	<b>USH 18</b>	<b>USH 18</b>
	<b>Dane county</b>	<b>Dane County</b>

### Letting of January 14, 2025

This is Addendum No. 02, which provides for the following:

#### Plan Sheets:

Added Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
616A-616C	Structure B-13-0383 (Wing 3)

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

DESIGN DATA

LIVE LOAD: (OBTAINED FROM HS1 11/2023)

DESIGN LOADS: HS-20  
(MICHIGAN) HS-25  
(OPERATING RATING: HS-49  
WISCONSIN REINFORCEMENT PERMIT VEHICLE (MIS-SPV) 250 (KIPS)

MATERIAL PROPERTIES:

CONCRETE MASONRY  $f'_m = 3,500$  PSI  
BAR STEEL REINFORCEMENT GRADE 60  $f_y = 60,000$  PSI

GENERAL NOTES

DRAWINGS SHALL NOT BE SCALED.

BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2" CLEAR UNLESS OTHERWISE SHOWN OR NOTED.

THE FIRST OR FIRST TWO DIGITS OF THE BAR MARK SIGNIFIES THE BAR SIZE.

BEVEL EXPOSED EDGES OF CONCRETE  $\frac{1}{4}$ " UNLESS OTHERWISE NOTED.

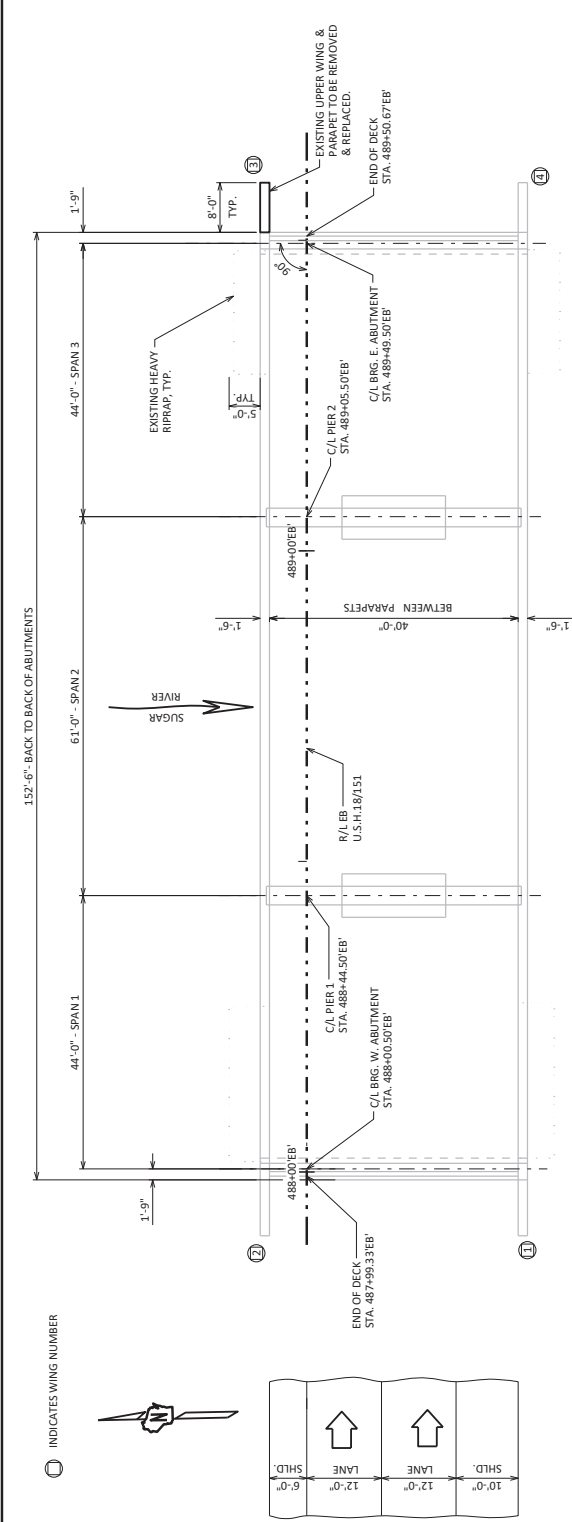
PIGMENTED SURFACE SEALER TO BE APPLIED TO THE FRONT FACE AND TOP OF NEW PARAPET ON WING.

DIMENSIONS SHOWN ARE BASED ON THE ORIGINAL STRUCTURE PLANS.

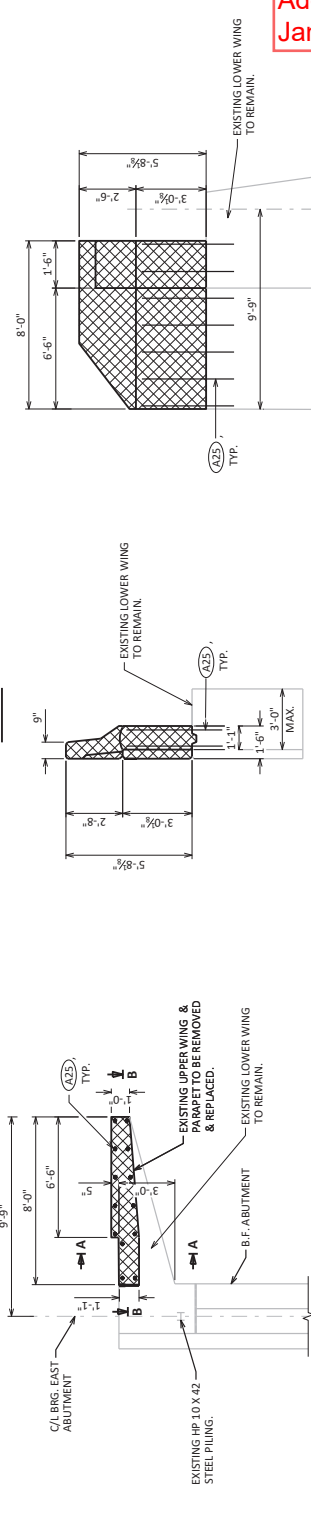
ALL LINES OF REMOVAL SHALL BE DEFINED BY A 1" DEEP SAW CUT.

THE QUANTITY FOR STRUCTURE BACKFILL IS CALCULATED BASED ON THE DETAIL SHOWN IN THE PLANS.

ANY EXCAVATION REQUIRED TO COMPLETE THE NORTHEAST WING REPLACEMENT WORK SHALL BE INCLUDED IN THE "EXCAVATION FOR STRUCTURES BRIDGES B-13-383" BID ITEM IN THE AECOM 1204-08-73 BRIDGE WIDENING PLANS.



PLAN



SECTION A-A

SECTION B-B

WING REMOVAL PLAN

TOTAL ESTIMATED QUANTITIES

BID ITEM NUMBER	BID ITEMS	UNIT	TOTALS
203.0220	REMOVING STRUCTURE B-13-383	EACH	1
210.1500	BACKFILL STRUCTURE TYPE A	TON	7
502.0100	CONCRETE MASONRY BRIDGES	CY	2
502.3210	PIGMENTED SURFACE SEALER	SY	3
502.4205	ADHESIVE ANCHORS NO. 5 BAR	EACH	24
505.0600	BAR STEEL REINFORCEMENT H.S. COATED STRUCTURES	LB	280
516.0500	RUBBERIZED MEMBRANE WATERPROOFING	SY	2
	NON-BID ITEMS		
	FILLER	Size	3/4"

Addendum No. 02  
ID 1204-08-73  
Added Sheet 616A  
January 10, 2025

STRUCTURE DESIGN CONTACTS:  
ENGELS VARGAS 608-267-7111  
DOMINIQUE BECHLE 608-261-4205

NO.	DATE	REVISION	BY
8			
BUREAU OF STRUCTURES			
ACCEPTED	11/11/24	DATE	
CHIEF STRUCTURES DESIGN ENGINEER			

STRUCTURE B-13-383	
COUNTY	TOWN
DESIGN SPEC.	DATE
REHABILITATION N/A	VERONA
RESIGNED BY	FORWARD BY
DMB	DMB
SHEET 1 OF 3	
REMOVAL DETAILS	
616A	

CONCRETE REMOVAL AREAS.

▲ SALVAGE EXISTING #4 VERTICAL REINFORCEMENT & EXTEND FULL LENGTH INTO NEW WORK.

▲ BACKFILL PAY LIMITS INCLUDES THE ENTIRE BACKFACE LENGTH OF THE UPPER WING.

FILL SECTION AT WING

STATE PROJECT NUMBER

1204-08-73

## BILL OF BARS

NOTE: THE FIRST OR FIRST TWO DIGITS OF THE BAR MARK SIGNIFIES THE BAR SIZE.

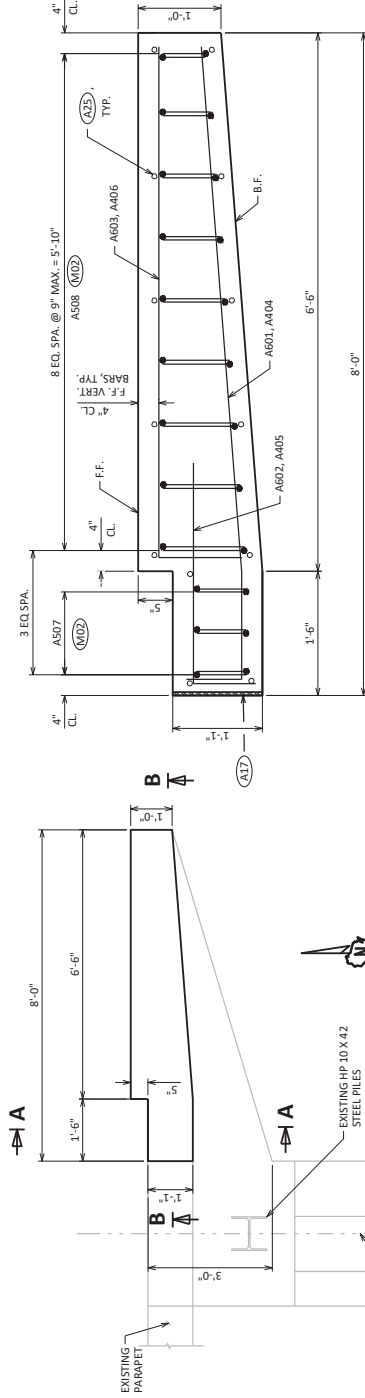
BAR MARK	NO. REQ'D	LENGTH	BAR SERIES	LOCATION
A601	1	8'-2"	X	HORIZ. B.F. UPPER WING - TOP
A602	1	4'-1"	X	HORIZ. F.F. UPPER WING - TOP
A603	1	7'-0"	X	HORIZ. F.F. UPPER WING - TOP
A604	4	8'-3"	X	HORIZ. B.F. UPPER WING
A605	3	3'-6"	X	HORIZ. F.F. UPPER WING
A606	3	7'-1"	X	HORIZ. F.F. UPPER WING
A507	6	4'-1"	X	VERT. UPPER WING
A508	18	3'-10"	X	VERT. UPPER WING

▲ LENGTH SHOWN FOR BAR IS AN AVERAGE AND SHOULD ONLY BE USED FOR BAR WEIGHT CALCULATIONS. SEE BAR SERIES TABLE FOR ACTUAL LENGTHS.

## BAR SERIES TABLE

BUNDLE AND TAG EACH SERIES SEPARATELY.

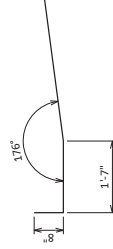
BAR MARK	NO. REQ'D	LENGTH
A508	2 SERIES OF 9	3'-7" TO 4'-1"



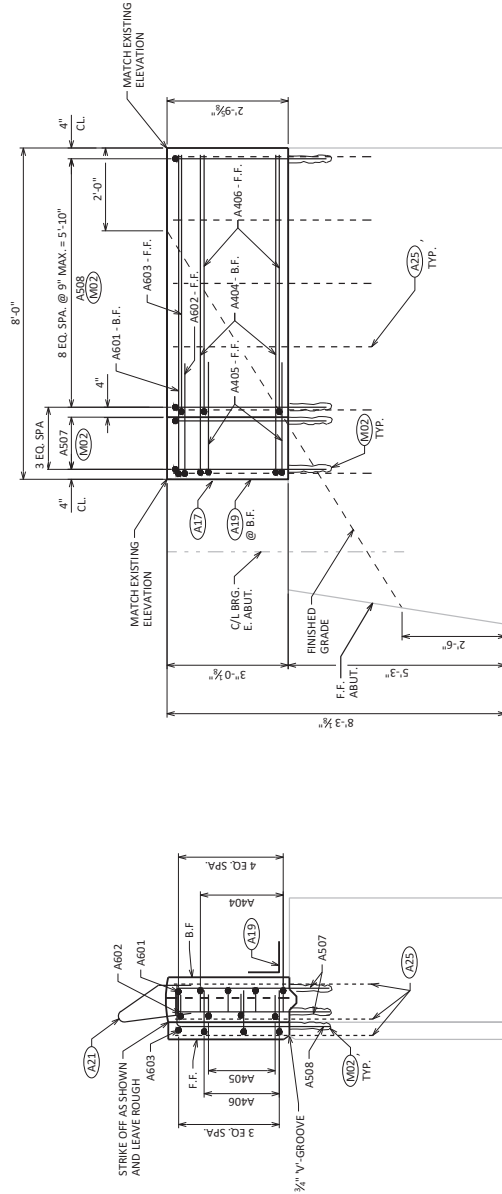
## WING 3 PLAN

SHOWING REINFORCEMENT

## WING 3 PLAN



## A601, A404



## SECTION A-A

## SECTION B-B

Addendum No. 02  
ID 1204-08-73  
Added Sheet 616B  
January 10, 2025

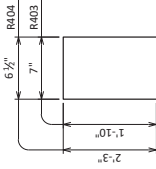
NO.	DATE	REVISION	BY
		STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION STRUCTURES DESIGN SECTION	
		STRUCTURE B-13-383	
		DESIGNED BY	DMB
		CHECKED BY	DMB
		SHEET 2	
		WING 3 DETAILS	
		616B	

STATE PROJECT NUMBER  
1204-08-73

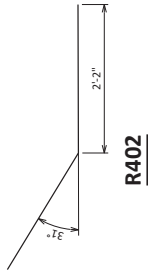
**BILL OF BARS**  
NOTE: THE FIRST OR FIRST TWO DIGITS OF THE BAR MARK  
SIGNIFIES THE BAR SIZE.

BAR MARK	COAT	NO. REQ'D	LENGTH	BENT	LOCATION
R401	X	2	4'-6"	X	WING 3 HORIZ.
R402	X	2	6'-8"	X	WING 3
R403	X	2	4'-1"	X	WING 3 STIRRUPS
R404	X	6	4'-11"	X	WING 3 STIRRUPS
R405	X	4	3'-1"	X	WING 3 VERT.
R406	X	1	4'-0"	X	WING 3 VERT.
R407	X	3	5'-0"	X	WING 3 VERT.
R408	X	4	4'-10"	X	WING 3 VERT.
R409	X	4	4'-7"	X	WING 3 STIRRUPS
R510	X	5	3'-8"	X	WING 3 HORIZ.

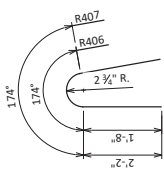
Addendum No. 02  
ID 1204-08-73  
Added Sheet 616C  
January 10, 2025



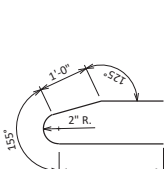
**R403, R404**



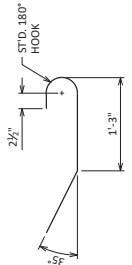
**R402**



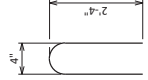
**R406, R407**



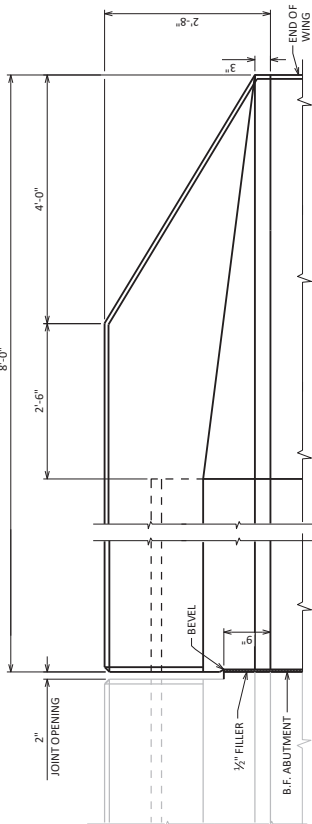
**R409**



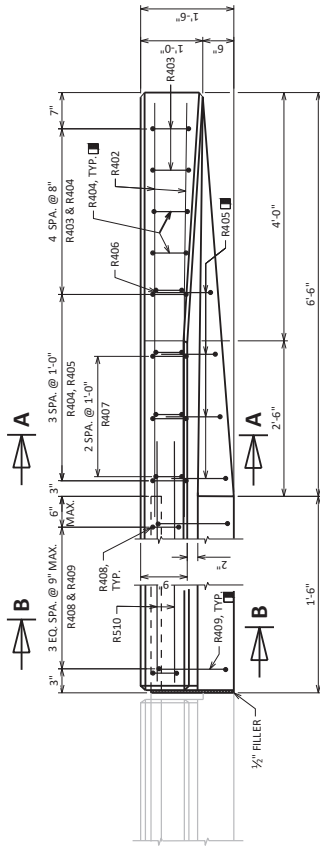
**R405**



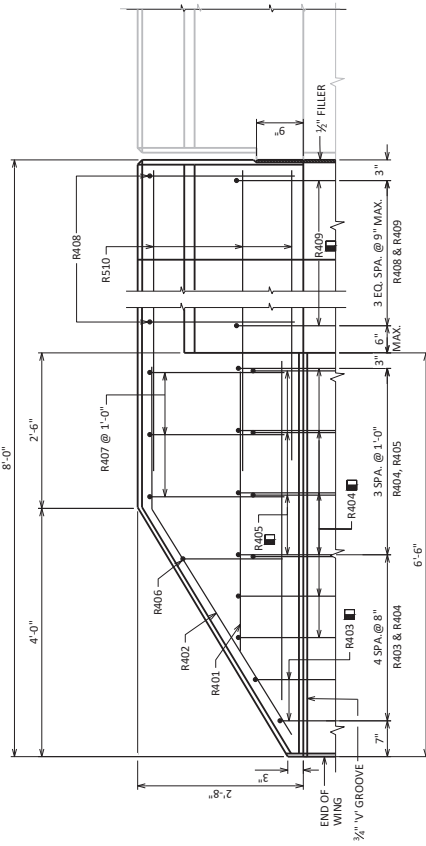
**R408**



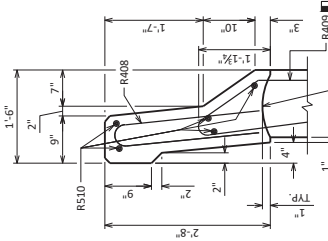
**INSIDE ELEVATION**



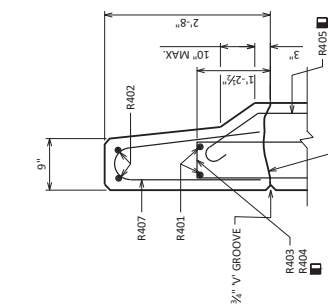
**PLAN**



**OUTSIDE ELEVATION**



**SECTION B-B**



**SECTION A-A**

■ R403, R404, R405, AND R409 BARS TO  
BE TIED TO WING STEEL BEFORE WING  
IS POURED.

⊗ CONST. JOINT - STRIKE OFF AS SHOWN

NO.	DATE	REVISION	BY
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION STRUCTURES DESIGN SECTION			
<b>STRUCTURE B-13-383</b>			
DESIGNED BY	DMB	REVIEWED BY	DMB
SHEET 3			
<b>SLOPED FACE PARAPET "B"</b>			
<b>616C</b>			

SCALE = 2.00