HIGHWAY WORK PROPOSAL

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

Proposal Number: 012

STATE ID	FEDERAL ID	PROJECT DESCRIPTION	<u>HIGHWAY</u>	COUNTY
5350-02-72	WISC 2025025	C Janesville, Center Avenue, Court/Milwaukee/Centerway Intersctn	USH 051	Rock
5350-02-74	N/A	C Janesville, Center Avenue, Court/Milwaukee/Centerway Interset	USH 051	Rock

ADDENDUM REQUIRED

ATTACHED AT BACK

This proposal, submitted by the undersigned bidder to the Wisconsin Department of Transportation, is in accordance with the advertised request for proposals. The bidder is to furnish and deliver all materials, and to perform all work for the improvement of the designated project in the time specified, in accordance with the appended Proposal Requirements and Conditions.

Proposal Guaranty Required: \$75,000.00 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 SAMPLE
Contract Completion Time August 15, 2025	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 3%	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	

Type of Work: Removals, Milling, Grading, Aggregate, Concrete Pavement, Asphaltic Pavement, Culvert Pipe, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Traffic Signals, Sanitary, Water, and Restoration. 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://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

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

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

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

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

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

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

B. Submitting Electronic Bids

B.1 On the Internet

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

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

other files on the diskette or CD ROM.

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

Bidder Name BN00

Proposals: 1, 12, 14, & 22

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

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

B Waiver of Electronic Submittal

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

DT1303 1/2006

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

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

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

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

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

PRINCIPAL

(Company Name) (Affix Corporate Seal)			
(Signature and Title)			
(Company Name)			
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FOR PRINCIPAL		NOTARY FO	R SURETY
(Date)		(Dat	te)
State of Wisconsin)		State of Wisconsin)
County) s	SS.) ss. _County)
On the above date, this instrument was acknowledged named person(s).	before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Public, State of Wiscon	sin)	(Signature, Notary Publi	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wi	isconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Commission Expires)		(Date Commis	sion Expires)

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

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

Instructions for Certification

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

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

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

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

Special Provisions

Table of Contents

	Article	Description	Page #
1.	General		3
2.	Scope of Work		3
3.	Prosecution and Progress		3
4.	Traffic		5
5.	Holiday and Special Event Wo	ork Restrictions.	6
6.	Utilities		7
7.	Other Contracts		9
8.	Railroad Insurance and Coord	ination - Wisconsin and Southern Railroad Company	9
9.	Railroad Insurance and Coord	ination - Union Pacific Railroad Company	9
10.	Hauling Restrictions		9
11.		S Transportation Construction General Permit (TCGP) for Storm	9
12.	Information to Bidders, Wiscor	nsin Department of Natural Resources Permit for Water Main Pipe	10
13.	Erosion Control		10
14.	Notice to Contractor, Traffic Si	ignals	11
15.	Notice to Contractor, Railroad	Facilities.	11
16.	Notice to Contractor, Union Pa	acific Railroad Crossing Surface Raise.	11
17.	Municipality Acceptance of Sa	nitary Sewer and Water Main Construction	11
18.	Referenced Construction Spec	cifications	11
19.	Coordination with Businesses	and Residents.	12
20.	Abandoning Sewer, Item 204.	0291.S	12
21.	Removing Traffic Signals USH	1 51 & Court St/Milwaukee St, Item 204.9060.S.201	12
22.	Excavation, Hauling, and Disp	osal of Petroleum Contaminated Soil, Item 205.0501.S	13
23.		ete Class V 12-Inch, Item 608.0512; Storm Sewer Pipe Reinforced m 608.0542	15
24.	Electrical Conduit		15
25.	Electrical Service Meter Break	er Pedestal USH 51 & Court St/Milwaukee St, Item 656.0201.201	15
26.	Signal Mounting Hardware, Ite	em 658.5070	16
27.	Lamp, Ballast, LED, Switch Di	sposal by Contractor, Item 659.5000.S.	16
28.	Abandoning Sewer Below Rail	Iroad Tracks, Item SPV.0035.101	17
29.	Water Main Discontinued In P	lace-Railroad, Item SPV.0035.301	18
30.	Utility Line Opening (ULO), Ite	m SPV.0060.101	19
31.		em SPV.0060.102; Inlet Covers Type COJ, Item SPV.0060.103; oint, Item SPV.0060.104	19
32.	Adjusting Water Valve Boxes,	Item SPV.0060.105.	20
33.	Epoxy, Item SPV.0060.107; M Grooved Epoxy, Item SPV.006	ooved Epoxy, Item SPV.0060.106; Marking Symbol Grooved larking Arrow Grooved Epoxy, Item SPV.0060.108; Marking Word 60.109; Marking Crosswalk Grooved Epoxy Transverse Line 6-Inch, Crosswalk Grooved Epoxy Block Style 12-Inch, Item SPV.0090.106;	

5350-02-72, 5350-02-74

	Marking Stop Line Grooved Epoxy 18-Inch, Item SPV.0090.107; Marking Diagonal Grooved Epoxy 12-Inch, Item SPV.0090.108.	21
34.	Concrete Pipe Support, Item SPV.0060.110.	21
35.	Furnish & Install Traffic Signal Cabinet & Controller USH 51 & Court St/Milwaukee St, Item SPV.0060.201.	21
36.	Furnish & Install EVP System USH 51 & Court St/Milwaukee St, Item SPV.0060.202	34
37.	Furnish & Install Audible Pedestrian Push Button System USH 51 & Court St/Milwaukee St, Item SPV.0060.203.	35
38.	Remove & Reinstall RR Preempt Cable & RPS Unit USH 51 & Court St/Milwaukee St, Item SPV.0060.204.	36
39.	Traffic Signal LED No Right Turn Blank Out Signs, Item SPV.0060.206.	36
40.	Removing, Salvaging, & Reinstalling Lighting Cable, Item SPV.0060.207.	37
41.	Discontinue Existing Vault In Place, Item SPV.0060.301; Hydrant and Hydrant Valve Removal, Item SPV.0060.302; Discontinue Existing Curb Stop/Water Service In Place, Item SPV.0060.311	38
42.	Water Main Offset (Undistributed), Item SPV.0060.303; 12" Dia. Water Main (Horizontal Auger Boring), Item SPV.0090.301; 6" Dia. Water Main (Granular Backfill), Item SPV.0090.302; 8" Dia. Water Main (Granular Backfill), Item SPV.0090.303; 12" Dia. Water Main (Granular Backfill), Item SPV.0090.304.	39
43.	6" Gate Valve & Box, Item SPV.0060.304; 8" Gate Valve & Box, Item SPV.0060.305; 12" Gate Valve & Box, Item SPV.0060.306.	45
44.	Hydrant, Item SPV.0060.307	47
45.	³ / ₄ " Curb Stop and Box, Item SPV.0060.308	49
46.	Water Service Exploration, Item SPV.0060.309.	50
47.	Construction Staking Water Main, Item SPV.0060.310	51
48.	Concrete Curb & Gutter 18-Inch Type K, Item SPV.0090.101; Concrete Curb & Gutter 18-Inch Type L, Item SPV.0090.102.	52
49.	Tree Root Sawing, Item SPV.0090.103	52
50.	Boring and Jacking Storm Sewer Pipe Smooth Steel 42-Inch, Item SPV.0090.104; Boring and Jacking Casing Pipe Smooth Steel 6-Inch, Item SPV.0090.201.	52
51.	3/4" Water Service, Item SPV.0090.305	53
52.	Management of Solid Waste, Item SPV.0195.101.	55

5350-02-72, 5350-02-74 2 of 58

STSP'S Revised July 3, 2024 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Projects 5350-02-72 and 5350-02-74; C Janesville, Center Avenue; Court/Milwaukee/Centerway Intersection, USH 51 in Rock 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 excavation, remediation of contaminated soil, base aggregate dense, select crushed material, concrete pavement, asphalt pavement, concrete curb and gutter, concrete sidewalk, storm sewer, water main, traffic signals, pavement marking, signing, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

Protection of Endangered Bats (Tree Clearing)

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

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.

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

5350-02-72, 5350-02-74 3 of 58

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

Union Pacific Railroad Crossing Surface Replacement

Union Pacific Railroad plans to replace the crossing surface during construction. During surface replacement, no traffic of any kind, including construction vehicles, will be allowed on the crossing surface at any time. Once the surface has been tamped and has fully settled, the completion of which will be determined by Union Pacific, the roadway pavement may be constructed up to the crossing surface. When pavement is constructed up to the crossing surface, the pavement shall be flush with the top of the crossing surface. This may necessitate temporary asphalt wedging.

Coordinate with Union Pacific regarding exact timeframes and construction operation specifics. Other arrangements may be made between the contractor and Union Pacific; however, these arrangements shall be in writing, signed by the contractor and Union Pacific, and must be approved by the engineer prior to implementation.

Open Excavations Near Railroad Tracks

Open excavations near railroad tracks shall comply with the Union Pacific Railroad Guidelines for Temporary Shoring.

If open excavations near railroad tracks encroach into "Zone A", as depicted in the Union Pacific Railroad Guidelines for Temporary Shoring, the subsequent work associated with that excavation shall proceed in a continuous manner without interruption until the excavated area with Zone A is no longer needed and has been restored to its original condition.

Driveways

Notify property owners at least 48 hours prior to removing a driveway approach from service. Schedule removal and construction of driveways such that the time between the removal and construction is minimized. If a property has more than one driveway, then maintain access to at least one driveway at all times. The contractor may make other arrangements with individual property owners and businesses prior to driveway removal. The arrangement shall be in writing, signed by the contractor and property/business owner, and approved by the engineer.

Requirements at specific driveways are as follows:

 1022 W Court St (Station 16+35 WB LT): construct the driveway one half at a time. Maintain egress access for trucks at all times.

Janesville Transit System (JTS)

Janesville Transit operates bus routes 2 and 6 along USH 51. JTS plans to temporarily close bus stops within the project limits during construction. JTS will detour buses around the work zones that are closed to traffic.

Invite JTS to all coordination meetings between the contractor, department, local officials, and business stakeholders to discuss the project schedule of operations including vehicular and pedestrian access during construction operations.

Notify JTS at least 10 business days prior to beginning work. If necessary, JTS will remove their existing bus stop signs before work begins and reinstall or replace bus stop signs before new pavement opens to vehicular traffic.

David Kipp kippd@ci.janesville.wi.us (608) 755-3150

5350-02-72, 5350-02-74 4 of 58

Temporary Pedestrian Access

Provide and maintain temporary pedestrian access through the work zone according to these special provisions and as shown in the plans. When required, provide and maintain temporary pedestrian detours around the work zone.

Interim Completion and Liquidated Damages - Stage 1: July 3, 2025

Complete Stage 1 by July 3 AM July 4, 2025. Stage 1 completion includes temporary pavement markings in anticipation of Stage 2.

If the contractor fails to complete Stage 1 by July 3, 2025, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on July 4, 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.

4. Traffic.

Stage 1

Close the Court Street, Milwaukee Street, and USH 51 intersection to through and local traffic. Maintain access for emergency vehicles at all times. Prior to the closure implement the detour route as shown on the plans.

Detour pedestrians around the work zone on Route A or through the work zone on Route B as shown on the plans. Detour Madison Street pedestrians as shown on the plans. Utilize existing sidewalks, temporary curb ramps, temporary detectable warning fields, temporary pedestrian barricades, and temporary pedestrian surface as necessary. Routes A and B shall not be routed through existing parking zones unless approved by the engineer and the City of Janesville.

Temporary Pedestrian Detour - Route A

This detour route provides access for pedestrians on the south side of W Court Street, the west side of USH 51, the north side of McKinley Street, and the east side of Linn Street. Access also extends across the grass areas between USH 51 and W Milwaukee Street, and between W Milwaukee Street and W Court Street. Construct temporary pedestrian surfaces across these grass areas as shown on the plans. Implement and maintain this detour at all times except when working on the following elements:

Manhole 90

Sidewalk and curb ramps along the south side of W Court Street west of USH 51 Sidewalk and curb ramps along the west side of USH 51 south of W Court Street

<u>Temporary Pedestrian Detour – Route B</u>

During storm sewer work at manhole 90 and/or during sidewalk and curb ramp work at the southwest corner of the USH 51 & W Court Street intersection, implement and maintain this detour. This route provides access for pedestrians on the north side of W Court Street. Additional construction work may be completed simultaneously; however, it shall not conflict or restrict pedestrian access along this route.

Temporary Pedestrian Detour - Madison Street

This detour route provides access for pedestrians on the south side of W Wall Street and alternating sides of N Washington Street. Implement and maintain this detour at all times.

Stage 2

Close W Milwaukee Street and the west leg of W Court Street to through and local traffic. Maintain access for emergency vehicles at all times.

Provide access for through traffic as follows. Maintain one 11' lane in each direction on the east side of USH 51 on the newly constructed pavement. Maintain one 11' lane eastbound on W Court Street east of USH 51 on the newly constructed pavement. Maintain the northbound-to-eastbound right turn lane.

5350-02-72, 5350-02-74 5 of 58

Maintain pedestrian access through the work zone on the east side of USH 51 crossing W Court Street and W Milwaukee Street as shown on the plans.

Temporary Pedestrian Detour - W Court Street/W Milwaukee Street

This detour route provides access for pedestrians on the south side of W Court Street, the west side of USH 51, crossing USH 51 on the north side of McKinley Street, and the east side of USH 51. Implement and maintain this detour at all times except during Union Pacific Railroad crossing surface replacement.

Temporary Pedestrian Detour - Madison Street

This detour route provides access for pedestrians on the south side of W Wall Street and alternating sides of N Washington Street. Implement and maintain this detour at all times.

Temporary Pedestrian Detour - Union Pacific Railroad

Coordinate with Union Pacific regarding closure timeframe for the crossing surface. While Union Pacific is replacing the crossing, detour pedestrians around the work zone as shown on the plans.

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

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

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 51, W Court Street, or W Milwaukee Street traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 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.

stp-107-005 (20210113)

5350-02-72, 5350-02-74 6 of 58

6. Utilities.

This contract does not come 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 engineer after the contract has been awarded and executed.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed, and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

stp-107-066 (20240703)

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

IDs 5350-02-72 and 5350-02-74

Alliant Energy - Electricity

Alliant Energy has underground facilities along the east side of USH 51 and along both sides of W Court Street. These facilities will generally be discontinued in place. The following underground crossings will remain in place and no conflicts are anticipated:

Station 658+50

Station 15+50 EB

Alliant Energy has overhead facilities along the east side of Madison Street. These facilities will remain and no conflicts are anticipated.

Alliant Energy will remove an anchor wire at Station 41+25 LT prior to construction.

Alliant Energy is planning to install new underground facilities along the east sidewalk of USH 51 north of W Milwaukee Street, crossing near Station 20+90 WB, and along the north sidewalk of W Court Street east of USH 51. This work will occur prior to construction.

Alliant Energy - Gas

Alliant Energy has facilities along the east side of USH 51 beginning just south of Locust Street and running north beyond the project limits. No conflicts are anticipated.

AT&T Wisconsin – Communications

AT&T Wisconsin has underground facilities along the middle of USH 51 south of W Court Street, along the north side of W Court Street west of USH 51, and along the north side of W Milwaukee Street east of USH 51. These underground facilities include a 6-foot x 12-foot vault in the eastbound left-turn lane.

AT&T Wisconsin will expose the east side of the vault at Station 19+10 WB, 20' RT to determine conduit depth and vault limits for clearance to the storm sewer. Provide advance notice of when the pavement will be removed, and the site will be available to the utility owner. It is estimated that this will take 2 working days to complete. Obtain approval from the engineer before ordering storm sewer structures 88E and 88F.

AT&T Wisconsin will make horizontal and/or vertical adjustments to their three underground duct pacakges south of the vault for clearances to storm sewer, water main, roadway subgrade excavation, and traffic signal bases. This work will occur during construction with the estimate start point being at the vault and working south. It is estimated that this will take 20 working days to complete.

5350-02-72, 5350-02-74 7 of 58

AT&T Wisconsin will make vertical adjustments to their underground facilities along W Court Street and W Milwaukee Street at the following locations. This work will occur during construction and the estimated days for completion are provided.

Station 16+87 WB to 17+73 WB LT for a 9-count 4" PVC duct package (2 working days)

Station 19+20 WB to 20+50 WB RT for a 6-count 4" MTD and a 6-count 4" PVC duct packages (3 working days)

Station 20+50 WB to 21+05 WB LT for a 6-count 4" MTD and a 6-count 4" PVC duct packages (2 working days)

AT&T Wisconsin will provide support of their facilities during construction. Each of the following locations are estimated to take 1 working day to complete.

Station 16+34 WB to 17+18 WB LT for a 9-count 4" PVC duct package

Station 19+50 WB to 19+80 WB RT for a 6-count 4" MTD and a 6-count 4" PVC duct packages

Station 653+95 RT for 3 duct packages

Station 654+20 RT for 3 duct packages

Station 654+80 RT for 3 duct packages

AT&T Wisconsin will adjust the vault cover during construction. It is estimated that this adjustment will take 1 working day to complete.

AT&T Wisconsin will excavate, and separate contaminated soil encountered during their work. Contaminated soil within the proposed excavation for the project (subgrade and pipe trenches) will be stockpiled or loaded into trucks provided by the highway contractor. AT&T Wisconsin will protect each stockpile for one week, after which it will become the responsibility of the highway contractor to continue protecting until disposal. The minimum requirements for contaminated soil stockpile protection are a durable impervious barrier between the stockpile and native soil underneath, a similar barrier covering the entire stockpile, and a perimeter barrier preventing the soil from eroding beyond the limits of the stockpile. Protect, load, haul, and dispose of these (stockpiled) contaminated soils. Prior to the preconstruction conference, coordinate a schedule with AT&T Wisconsin for all excavation activities in the areas of contamination so it can be provided to the environmental consultant at the conference. Perform this work in accordance with the requirements of Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S. Contaminated soil outside the proposed excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.

City of Janesville - Sewer

The City of Janesville as underground sanitary sewer mains and laterals within the project limits, all of which will remain in place.

Sanitary sewer manhole covers, including external chimney seals, are to be replaced as part of this contract.

City of Janesville - Water

The City of Janesville has underground water mains and laterals along USH 51 south of W Milwaukee Street and along W Court Street and W Milwaukee Street. These facilities are to be replaced as part of this contract.

Construct, reconstruct, relocate, discontinue, and remove water facilities as shown on the plans and in the bid items for this contract. Adjust water valve boxes to match the finished pavement elevation according to the requirements of this contract.

Everstream – Communications

Everstream has underground facilities along the west side of USH 51 in the terrace. These facilities connect from a handhole in the southwest quadrant to AT&T Wisconsin's vault in the eastbound left turn lane. Everstream facilities continue within the AT&T Wisconsin ducts along W Milwaukee Street to the northeast of the vault.

During construction, Everstream will expose their facilities from Station 654+75 to 656+25 LT and pull approximately 120 feet of slack out of the handhole. Provide advance notice of when the pavement will be removed, and the site will be available to the utility owner. The cable will be placed on the ground surface

5350-02-72, 5350-02-74 8 of 58

outside the storm sewer work area during that work. After the storm sewer has been installed, but prior to backfilling, Everstream will reinstall their facilities in the trenches. It is anticipated that the removals and the reinstallations will take 1 working day for each operation.

MCI Metro - Communications

MCI Metro has underground facilities along the east side of Union Pacific Railroad tracks. No conflicts are anticipated.

Spectrum - Communications

Spectrum has underground facilities along the east side of USH 51 beginning just south of Locust Street and running north. No conflicts are anticipated.

7. Other Contracts.

The department and the City of Janesville are planning improvements in 2025 on Court Street west of Washington Street (project 5990-01-34). Coordinate work zones, traffic control, and general construction operations with the roadway contractor for that project. The City of Janesville contact for that project is Ahnaray Bizjak, bizjaka@janesvillewi.gov, (608) 755-3171.

8. Railroad Insurance and Coordination - Wisconsin and Southern Railroad Company

Information to be added after advertisement via addendum.

9. Railroad Insurance and Coordination - Union Pacific Railroad Company

Information to be added after advertisement via addendum.

10. Hauling Restrictions.

Hauling of materials and equipment to and from the work zone within city limits shall be restricted to designated local truck routes established by the City of Janesville. The local truck route map is available by contacting Ahnaray Bizjak, bizjaka@janesvillewi.gov, (608) 755-3171.

The Dairyland Grand Prix event is anticipated to take place in mid-June 2025. From noon the day before the event to 6:00 am of the day following the event, hauling of materials and equipment to and from the work zone within city limits shall be restricted to designated local truck routes west of USH 51 and south of Court Street. Both of these roadways are inclusive.

11. 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 Jim Simpson at (608) 246-5628. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

5350-02-72, 5350-02-74 9 of 58

12. Information to Bidders, Wisconsin Department of Natural Resources Permit for Water Main Pipe.

The City of Janesville has obtained permit coverage through the Wisconsin Department of Natural Resources for the installation of water main pipe. Conform to all permit requirements for the project.

This permit can be obtained by contacting Ahnaray Bizjak at (608) 755-3171 or bizjaka@janesvillewi.gov.

13. Erosion Control.

Supplement standard spec 107.20 with the following:

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

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Ryan Pappas, (920) 893-8529, ryan.pappas@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

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

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

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

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

If dewatering operations require pumping of water from contaminated soil areas, discharge the water into an enclosed container and deliver the container to the City of Janesville wastewater treatment plant for testing/handling. The city can provide contact information for haulers that are familiar with the city's process.

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

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

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

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

5350-02-72, 5350-02-74 10 of 58

14. Notice to Contractor, Traffic Signals.

Failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the contractors' expense. Any additional disruption of city-owned facilities shall be repaired or relocated as needed at the contractors' expense.

Notify the City of Janesville at (608) 755-3160 at least three weeks prior to the beginning of the traffic signal work.

Traffic signal bases in close proximity to underground utilities may require hydro excavation to excavate for the traffic signal base. The cost of hydro excavation is incidental to the cost of the traffic signal base.

Add the following to standard spec 651.3.3(3):

Notify the City of Janesville at (608) 755-3160 to coordinate the inspection for city owned traffic signals. city staff will perform the inspection for the city owned and maintained traffic signals.

15. Notice to Contractor, Railroad Facilities.

Overhead and underground railroad facilities are present within the project limits. Locations described below are approximate and shall be verified prior to beginning construction operations. Overhead facilities are on railroad poles parallel with the Union Pacific tracks. It is anticipated that underground facilities connect between all railroad structures, including the railroad bungalow, the signal cabinet, railroad pull boxes, and railroad warning signals.

Prior to excavations, submit an online "Call Before You Dig" (CBUD) ticket to request that railroad facilities be marked. All railroad facilities will remain in place except for the crossing surface, which will be replaced by Union Pacific during construction.

16. Notice to Contractor, Union Pacific Railroad Crossing Surface Raise.

During the design phase of the project, it was determined that Union Pacific Railroad would replace the crossing surface during roadway construction. For the purposes of roadway design, it was assumed that the tracks and crossing surface would be raised by 1" to account for new ballast that was anticipated to be placed by Union Pacific with the new crossing surface. Verify the existing and new track and crossing panel elevations and grades. The roadway elevations and grades may be field-adjusted to account for variations between the assumed track raise and the actual track raise, if any.

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

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

18. Referenced Construction Specifications.

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

Conform to the referenced construction specifications for the following:

Sanitary sewer manhole covers Water main stp-105-002 (20130615)

5350-02-72, 5350-02-74 11 of 58

19. Coordination with Businesses and Residents.

The department will arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and hold a meeting one week prior to each traffic staging change. The department will 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 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

20. Abandoning Sewer, Item 204.0291.S.

A Description

This special provision describes abandoning existing sewer by filling it with cellular concrete as the plans show and conforming to standard spec 204 and standard spec 501 as modified in this special provision.

B Materials

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.4.1. Provide sand meeting the requirements of standard spec 501.2.7.2. Provide water meeting the requirements of standard spec 501.2.6.

C Construction

Fill the abandoned sewer pipe with cellular concrete as the engineer directs. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

D Measurement

The department will measure Abandoning Sewer in volume by the cubic yard as specified in standard spec 109.1.3.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

204.0291.S

Abandoning Sewer

CY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.

21. Removing Traffic Signals USH 51 & Court St/Milwaukee St, Item 204.9060.S.201.

A Description

This special provision describes removing existing traffic signals as shown on the plans and conforming to standard spec 204. Specific removal items are noted in the plans.

B (Vacant)

C Construction

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

Notify the City of Janesville at least five working days prior to the removal of the traffic signal items. Complete the removal work as soon as possible following shut down of this equipment.

Removal of existing traffic signals includes pedestrian push button signs.

5350-02-72, 5350-02-74 12 of 58

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

Store salvaged pedestrian countdown timers in a safe location at the job site. City of Janesville staff will pick up salvaged materials.

D Measurement

The department will measure Removing Traffic Signals as each intersection, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.201 Removing Traffic Signals USH 51 & Court St/Milwaukee St EACH

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of scrap material, for salvaging the requested materials for the city to pick up, and incidentals necessary to complete the contract work.

stp-204-025 (20230113)

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

A Description

A.1 General

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

City of Janesville Landfill 225 Black Bridge Road Janesville, Wisconsin 53548 (608) 755–3110

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

A.2 Notice to the Contractor - Contaminated Soil Locations

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

- 1. Station 653+85 to Station 655+00 from 29 feet RT of centerline to construction limits RT, from 0 feet to 3 feet below grade.
- 2. Station 19+80 EB to Station 21+50 EB from 8 feet RT of centerline to construction limits LT, from 0 feet to 2 feet below grade.
- Station 19+83 WB to Station 21+00 WB from centerline to construction limits RT, from 0 feet to 2 feet below grade.
- Station 21+50 EB to Station 22+40 EB from 8 feet RT of centerline to construction limits LT, from 0 feet to maximum depth of excavation.
- Station 19+10 WB to Station 19+83 WB from centerline to construction limits LT, from 0 feet to 6 feet below grade.
- 6. Station 19+83 WB to Station 21+00 WB from centerline to construction limits LT, from 0 feet to 2 feet below grade.
- 7. Station 657+23 to Station 658+70 from centerline to construction limits RT, from 0 feet to 2 feet below grade.
- 8. Station 657+23 to Station 657+75 from centerline to construction limits LT, from 0 feet to 6 feet below grade.
- Station 657+65 to Station 658+05 from centerline to construction limits LT, from 0 feet to maximum depth of excavation.
- 10. Station 658+05 to Station 658+70 from centerline to construction limits LT, from 0 feet to 6 feet below grade.

5350-02-72, 5350-02-74 13 of 58

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

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

Name: Brian Taylor, WisDOT Southwest Region Address: 2101 Wright Street, Madison, WI 53704

Phone: (608) 245-2630 Fax: (608) 246-7996

E-mail: brianf.taylor@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Name: GEI Consultant, Inc., Mr. Roger Miller or Mr. Michael DeBraske

Address: 3159 Voager Drive, Green Bay, WI 54311

Phone: (920) 455-8657 / (920) 455-8655

Fax: (847) 984-3532

E-mail: rmiller@geiconsultants.com, mdebraske@geiconsultants.com

The role of the environmental consultant will be limited to:

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

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

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

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

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

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

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

5350-02-72, 5350-02-74 14 of 58

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

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

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT

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

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

stp-205-003 (20230113)

23. Sewer Pipe Reinforced Concrete Class V 12-Inch, Item 608.0512; Storm Sewer Pipe Reinforced Concrete Class V 42-Inch, Item 608.0542.

Replace standard spec 608.3.3(5) with the following:

(5) Provide joint ties on concrete storm sewer pipes as noted on the plans. When required, install joint ties on every joint of the storm sewer pipe run.

24. Electrical Conduit.

Replace standard spec 652.5(2) with the following:

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

25. Electrical Service Meter Breaker Pedestal USH 51 & Court St/Milwaukee St, Item 656.0201.201.

Add the following to standard spec 656.2.3:

The contractor will be responsible for the electric service installation or relocation request. The application shall be in the name of the City of Janesville.

Electric utility company service installation and energy cost will be billed to and paid for by the maintaining authority (City of Janesville).

5350-02-72, 5350-02-74 15 of 58

The contractor shall also obtain at contractor's expense a City of Janesville electrical permit (\$50.00) for the street lighting work.

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

Add the following to standard spec 656.5(3):

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

26. Signal Mounting Hardware, Item 658.5070.

Add the following to standard spec 658.2(7):

Use an approved type of pole or standard vertical mounting brackets/clamps for signal faces from an approved manufacturer. Pedestrian traffic signal heads mounted in the median shall use federal yellow aluminum side of pole 2-way upper and lower arm assemblies providing 16 ½-inch center to center spacing.

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

A Description

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

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

B Materials

B.1 Disposal by Contractor

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

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

C Construction

C.1 Removal

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

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

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

C.2 Packaging of Hazardous Materials

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

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

5350-02-72, 5350-02-74 16 of 58

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

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

D Measurement

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

E Payment

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

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

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

stp-659-500 (20220628)

28. Abandoning Sewer Below Railroad Tracks, Item SPV.0035.101.

A Description

This special provision describes abandoning existing sewer by filling it with concrete and conforming to the Union Pacific Railroad Guidelines for Utility Abandonments and the WSORR permit.

B Materials

Provide concrete consisting of water, Portland cement, fly ash, and sound fine or coarse aggregate or both. The mix design shall allow adequate flowability without segregation of aggregates.

The mixed material shall have an unconfined compressive strength of 300 psi. The mixed material shall develop 50 psi in approximately one hour.

C Construction

Fill the abandoned sewer pipe with cellular concrete as the engineer directs. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

If excavations are required to complete the filling process, then they shall meet the excavation requirements of the applicable Union Pacific Railroad or Wisconsin & Southern Railroad (WSOR).

D Measurement

The department will measure Abandoning Sewer Below Railroad Tracks in volume by the cubic yard.

5350-02-72, 5350-02-74 17 of 58

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0035.101

Abandoning Sewer Below Railroad Tracks

CY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary; and for conforming to the requirements of the UPRR abandonment guidelines and WSORR permit.

29. Water Main Discontinued In Place-Railroad, Item SPV.0035.301.

A Description

This special provision describes discontinuing (abandoning) existing water main located under the existing railroads by cutting each end at locations shown on plans and filling with cellular concrete (grout) and conforming to the Union Pacific Railroad Guidelines for Utility Abandonments and the WSORR permit.

B Materials

B.1 Cellular Concrete (Grout)

Provide concrete consisting of water, Portland cement, fly ash, and sound fine or coarse aggregate or both. The mix design shall allow adequate flowability without segregation of aggregates.

The mixed material shall have an unconfined compressive strength of 300 psi. The mixed material shall develop 50 psi in approximately one hour.

B.2 Backfill

Imported Trench Backfill (also defined as Granular Backfill) shall meet standard spec 313.2.

C Construction

After the proposed water main is installed and operational, the existing water main shall be exposed at the locations shown on the plan. The existing water main traversing under the railroads shall be opened on both ends and filled with cellular concrete as the engineer directs. In the event the water main cannot be completely filled from each end, tap the existing water main where necessary and fill from said tapped location(s).

If excavations are required to complete the filling process then the excavation locations shall meet the excavation requirements of the applicable Union Pacific Railroad and/or Wisconsin Southern Railroad.

Exposed water main locations excavated in order to reach the existing water main shall be filled with Granular Backfill and shall be compacted according to SSSW Section 2.6.14(b); however, all backfill material shall be compacted in 12 inch (loose) lifts. Furthermore compaction of Granular Backfill shall meet 95% Modified Proctor density within 3 vertical feet of pavement subgrade and 90% Modified Proctor density from 1 vertical foot over the pipe to within 3 vertical feet of pavement subgrade.

D Measurement

The department will measure Water Main Discontinued In Place-Railroad by the cubic yard, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item: ITEM NUMBER DESCRIPTION UNIT SPV.0035.301 Water Main Discontinued In Place-Railroad CY

Payment is full compensation for excavation, cutting and disposing of the removed pipe; for providing any required brick, concrete block, or concrete to seal the pipe ends; for filling the entire cavity with cellular concrete (grout) along the full length of the existing water main, including furnishing cement and sand; and for performing all excavations, pumping, and backfilling needed; and for conforming to the Union Pacific Railroad Guidelines for Utility Abandonments and the WSORR permit.

5350-02-72, 5350-02-74 18 of 58

30. Utility Line Opening (ULO), Item SPV.0060.101.

A Description

This special provision describes excavating to uncover utilities for the purpose of determining elevation and potential conflicts with proposed work, as shown on the plans or as directed by the engineer.

B (Vacant)

C Construction

Perform the excavation according to Wisconsin State Statue 182.0175.

Perform the utility line openings as soon as possible, before ordering precast structures, and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Allow the engineer a minimum of 3 working days once utility line opening information is received to review all relevant design information.

Coordinate and approve all utility line openings with the engineer. Notify the utilities a minimum of 3 days before the work so they may be present.

Backfill the excavation with suitable backfill material, and thoroughly compact.

D Measurement

The department will measure Utility Line Opening (ULO) as each individual utility line opening (ULO), acceptably completed. Utility line openings include a trench up to 10-feet long as measured at the trench bottom, and of any width and depth required to locate the intended utility. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be measured.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.101Utility Line Opening (ULO)EACH

Payment is full compensation for performing the excavation required to expose the utility line, backfilling, and for restoring and cleaning up the site.

swr-107-001 (20160601)

Manhole Covers Type COJ, Item SPV.0060.102; Inlet Covers Type COJ, Item SPV.0060.103; Inlet Covers Type COJ Low Point, Item SPV.0060.104.

A Description

This special provision describes providing customized City of Janesville manhole and inlet covers.

B Materials

Furnish manhole and inlet covers according to standard spec 611.2 and the plan details. For sanitary sewer manholes furnish an external chimney seal. External chimney seals shall be as manufactured by Cretex Specialty Products, the E3 Seal as manufactured by Adaptor Inc., or approved equal.

Furnish Neenah Foundry R-1710-NR frames with N1090-1091 covers for sanitary sewer manholes.

Furnish Neenah Foundry R-1710-NR frames with N1090-1092 covers for water manholes.

Furnish Neenah Foundry R-1710-NR frames with N1090-1093 covers for storm sewer manholes.

Furnish Neenah Foundry R-3067 inlet castings with Type V grate and Enviro Notice Plate 3000-D for Inlet Covers Type COJ.

Furnish Neenah Foundry R-3067 inlet castings with Type VB grate and Enviro Notice Plate 3000-D for Inlet Covers Type COJ Low Point.

5350-02-72, 5350-02-74 19 of 58

Furnish precast concrete, expanded polypropylene plastic, or high-density polyethylene plastic adjusting rings. Concrete adjusting rings shall have rebar or wire mesh reinforcement. The height of each concrete adjusting ring shall be 3 inches minimum and 6 inches maximum. Non-shrink mortar shall meet the requirements of ASTM C-1107 and have a 28-day compressive strength of at least 4,000 pounds per square inch. Plastic adjusting rings shall be Pro-Ring as manufactured by Cretex Specialty Products or approved equal. The height of each plastic adjusting ring shall not exceed 4 inches. The inside diameter of adjusting rings shall be 24 inches minimum.

C Construction

Install manhole and inlet covers according to standard spec 611.3.

Add the following to standard spec 611.3.7:

(4) For sanitary sewer manholes, remove existing chimney seals. Install new chimney seals according to manufacturer instructions.

D Measurement

The department will measure Manhole Covers Type COJ, Inlet Covers Type COJ, and Inlet Covers Type COJ Low Point by each manhole cover or inlet cover, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.102	Manhole Covers Type COJ	EACH
SPV.0060.103	Inlet Covers Type COJ	EACH
SPV.0060.104	Inlet Covers Type COJ Low Point	EACH

Payment is according to standard spec 611.5.

Add the following to standard spec 611.5.5:

(2) For sanitary sewer manholes, payment also includes removing existing chimney seals and providing new chimney seals.

32. Adjusting Water Valve Boxes, Item SPV.0060.105.

A Description

This special provision describes adjusting, protecting, and maintaining accessibility to all existing water valve boxes and water curb stops within the project limits.

B Materials

Furnish risers or sliding/screw type adaptors, and new lids, as needed. Adaptors shall be manufactured by Adaptor, Inc. or approved equal. Use the appropriate gate valve box adaptor based on the size of the valve.

C Construction

Adjust all existing water valve boxes and curb stops to final grade. Set the finished valve box or curb stop in a plumb, vertical position flush with the pavement or 1 inch above surrounding topsoil.

Throughout the duration of the project, all water appurtenances shall remain accessible for operation by city forces.

Exercise caution when working adjacent to water facilities to avoid damage and ensure accessibility.

After final adjustment of the valve box or curb stop, install plastic over the top section and place the lid to keep debris out of the valve box. Remove plastic upon completion of construction.

D Measurement

The department will measure Adjusting Water Valve Boxes as each existing valve box or curb stop acceptably completed. Existing valve boxes are those that were in place prior to construction..

5350-02-72, 5350-02-74 20 of 58

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.105

Adjusting Water Valve Boxes

EACH

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

The department will pay separately for adjustment of new valve boxes installed under the Gate Valve & Box bid items.

33. Marking Railroad Crossing Grooved Epoxy, Item SPV.0060.106;

Marking Symbol Grooved Epoxy, Item SPV.0060.107;

Marking Arrow Grooved Epoxy, Item SPV.0060.108;

Marking Word Grooved Epoxy, Item SPV.0060.109;

Marking Crosswalk Grooved Epoxy Transverse Line 6-Inch, Item SPV.0090.105;

Marking Crosswalk Grooved Epoxy Block Style 12-Inch, Item SPV.0090.106;

Marking Stop Line Grooved Epoxy 18-Inch, Item SPV.0090.107;

Marking Diagonal Grooved Epoxy 12-Inch, Item SPV.0090.108.

Provide pavement markings according to standard spec 646 and the details shown in the plans.

34. Concrete Pipe Support, Item SPV.0060.110.

A Description

This special provision describes providing concrete masonry support between storm sewer pipes and utility facilities.

B Materials

Furnish materials conforming to standard spec 611.2.

C Construction

Construct according to the plans and standard spec 611.3.

D Measurement

The department will measure Concrete Pipe Support as each individual concrete support, 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.0060.110

Concrete Pipe Support

EACH

Payment is full compensation for providing all materials, including all masonry; for excavating, backfilling, disposing of surplus materials; insulation, concrete masonry, curing, protecting, and for cleaning out and restoring the work site.

35. Furnish & Install Traffic Signal Cabinet & Controller USH 51 & Court St/Milwaukee St, Item SPV.0060.201.

A Description

This specification describes furnishing and installing an equipped 350i-HV ATC traffic signal control cabinet at intersections. Cabinet components, including, but not limited to the traffic signal controller, malfunction management unit (MMU), bus interface units (BIU), flash transfer relays, Railroad Preemption

5350-02-72, 5350-02-74 21 of 58

interface, and Battery Backup Unit (BBU) will also be furnished and installed as part of these bid items as appropriate.

The traffic signal cabinet shall be manufactured by Swarco-McCain and shall include a McCain TS2 Type 1 FLeX ATC traffic signal controller (most recent product) compatible with the furnished cabinet, communications, and EVP equipment listed in the article for item Furnish and Install EVP System.

B Materials

Furnish and install equipment and assemble the cabinet conforming to the latest revision of ATC Cabinet standards. Conform all work to the Wisconsin State Electrical Code (WSEC).

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

C Construction

C.1 Model 2202-HV High-Density Switch Pack / Flasher Unit (HDSP/FU)

The HDSP/FU shall be compact, pluggable, modular PCB-based, and equipped with DIN connector. The HDSP/FU shall be compatible with ultra-low power LED signal heads and it shall have a current monitoring feature for each output of each channel. The HDSP/FU shall use real-time standardized high speed SB3 communications with the Cabinet Monitor Unit to send a complete set of RMS voltage and load current measurements. The HDSP/FU shall be 4.5" H x 6.5" D and shall be equipped with a handle, reset push button switch, six RYG LED indictors, four flasher LED indicators, one power LED indicator and two Rx/Tx LED indicators. The HDSP/FU can function as either a switch pack (HDSP) or as a flasher unit (HDFU).

When installed in the Output Assembly, the High-Density Switch Pack (HDSP) shall provide two RYG channels of operation (6 outputs).

When installed in the Service Assembly, the High-Density Flasher Unit (HDFU) shall function as a four-output flasher.

C.1.2 Model 2212-HV Cabinet Monitor Unit (CMUip)

The Cabinet Monitor Unit (CMUip) shall be compact, pluggable and modular. The CMUip shall use real-time standardized 614.4 Kbs SDLC communications with the ATC to transfer command and response data on Serial Bus #1 (SB1). The CMUip shall be capable of monitoring up to 32 physical switch pack channels (RYG) and shall have optional four virtual channels. The CMUip shall provide a Flasher Alarm feature. The CMUip shall analyze the ATC output commands and field input status to isolate the failure source by channel and color. The CMUip configuration programming shall be provided by an interchangeable Datakey nonvolatile memory device. This rugged key shall store all CMUip configuration parameters and shall eliminate programming using jumpers, diodes, or DIP switches. The CMUip shall maintain a nonvolatile event log recording the complete intersection status as well as time stamped previous fault events, AC Line events, configuration changes, monitor resets, cabinet temperature and true RMS voltages and currents for all field inputs. The signal sequence history log stored in nonvolatile memory graphically shall display up to 30 seconds of signal status prior to the fault trigger event with 50 ms resolution to ease diagnosing of intermittent and transient faults.

C.1.3 Model 2218 Serial Interface Unit (SIU)

The Model 2218 Serial Interface Unit (SIU) shall be a compact, pluggable and modular. The SIU shall use real-time standardized 614.4 Kbs SDLC communications with the ATC to transfer command and response data on Serial Bus #1 (SB1). The SIU shall be 352i-HV ATC Cabinet Specification Page 7 of 34 equipped with 54 programmable input/out pins, four optically isolated input pins, one-line sync reference input pin and 4 address select input pins. The optically isolated inputs shall work with either 12 Vac or 24 Vdc.

The SIU outputs shall be rated at 150 mA continuous sink current. Each output shall provide a 500 mA typical current limit and shall be rated to 50 V and utilize a voltage clamp for inductive transient protection. The SIU shall be equipped with a front panel LED indicator that can report the current SIU assembly address assignment of the SIU for cabinet configuration verification.

C.1.4 Model 2220 Auxiliary Display Unit (ADU)

The ADU shall install in a 1U height 19" rack space and shall provide a menu driven user interface to the enhanced features of the CMUip monitor including the built-in Diagnostic Wizard. The ADU shall provide 32 channels of Red, Yellow and Green LED indicators that display full intersection status and 32 Blue fault status LED indicators shall identify faulty channels. The ADU shall provide proper electrical

5350-02-72, 5350-02-74 22 of 58

termination to SB3. The ADU shall have a 4 line by 20-character menu driven liquid crystal display with backlight and heater. The ADU built-in Diagnostic Wizard shall automatically pinpoint faulty signals and offers trouble-shooting guidance and automatically isolate and identify problems. The ADU shall be equipped with Event Logging displaying the CMUip time-stamped nonvolatile event log records with the complete intersection status as well as AC Line events, monitor resets, temperature and true RMS voltages and currents.

C.1.5 Model 2216-24-HV Cabinet Power Supply (CPS)

The CPS shall install in a 1U height 19" rack space. The CPS shall be rated at 168 Watts, 48 Vdc @ 1 Amp and 24 Vdc @ 5 Amp. The CPS shall have power factor corrected features and shall ensure a full load power factor of 0.98 or better, reducing peak AC Line input current and associated stress on wiring. The CPS shall use modern switching technology and shall provide full output regulation across changes in AC Line voltage and output load over the full operating temperature range of -34C to +74C without the need for a fan. The CPS shall have separate green LED indicators that display AC input status, DC output status and associated fuse integrity. The CPS outputs shall be fused for over-current protection and shall be protected against voltage transients by a 1500-Watt suppressor.

C.1.6 MonitorKey Programming Tool

The Programming Tool provides the capability to Read and Write data from the CMUip Datakey device. The MonitorKey software shall be compatible with the CMUip-2212. 352i-HV ATC Cabinet Specification Page 8 of 34

C.1.7 Model 21H High-Density Flash Transfer Relay (HDFTR)

The HDFTR shall have a hermetically sealed cover and shall be moisture proof. The HDFTR shall be filled with dry nitrogen to protect contacts from corrosion and to prevent condensation. The HDFTR shall have a shock/impact resistant metal can cover with solid and bend proof pins. The HDFTR contacts shall be rated at 120 Vac @ 5 Amp. The coil of the HDFTR shall be rated at 48 Vdc. The HDFTR shall have an LED indicator to display contact transfer position.

C.1.8 Main Contactor (MC)

The MC shall be mercury free and shall be rated at 120 Vac @ 60 Amp. The coil of the MC shall be rated at 48 Vdc. The MC shall be equipped with input indicator and shall have SPST- N.O. contacts.

C.1.9 Cabinet Suppressor-Filter

The cabinet shall be equipped with a Cabinet Suppressor–Filter. The unit shall incorporate the use of warning and failure indicators and shall have a dry relay contact remote sensing circuit. The unit shall be modular and pluggable with a 12-position Beau 5412 connector. The unit shall be rated at continuous service current of 15 Amp and maximum clamp voltage of 390 Vac. The unit shall filter noise and spike from 10 KHz to 25 MHz and shall have a peak surge current of 48 KA.

C.1.10 HDSP Suppressor

The HDSP Suppressor shall be modular and pluggable. The unit shall be epoxy encapsulated and equipped with 9-position 5.08 mm Phoenix Contact connector or approved equal. The unit shall be able to protect 6 circuits. The device operating voltage shall be 120 Vac and clamping voltage shall be 340 Vac. The unit dimensions shall be 2" H x 0.7" W x 2" D.

C.1.11 Detection Module Suppressor

The Detection Module Suppressor shall be modular and pluggable. The unit shall be epoxy encapsulated and equipped with 6-position 5.08 mm Phoenix Contact or approved equal connector. The unit shall be able to protect 6 circuits. The device operating voltage shall be 75 Vac and clamping voltage shall be 130 Vdc. The device dimensions shall be 2" H x 0.7" W x 1.2" D.

C.1.11 ATC Controller

Provide a McCain FleX controller

C.2.1 General Requirements

The cabinet shall adhere to the following requirements:

- The assemblies shall be completely removable from or installable in the cabinet without removing any other equipment and using only a standard slotted or Phillips screwdriver.
- The cabinet shall be capable of Cabinet Flash signal operation in the absence of any of the following assemblies: Input Assembly, Output Assembly, Cabinet Power Supply, and Controller.

5350-02-72, 5350-02-74 23 of 58

- A momentary push button shall be provided that, when pressed, energizes the 24 Vdc to the HDSPs during Flash Mode. The button shall be labeled "24 VDC BYPASS" and shall be located on the front of the Output Assembly.
- High-voltage components (over 50 V) shall be protected from incidental contact per NEC.
- All fuses, circuit breakers, switches (except police panel switches) and indicators shall be readily visible and accessible from the area accessed by opening the front door.
- All circuit breakers located on the rack shall have covers to prevent accidental tripping.
- · All Assemblies shall be modular with pluggable cabling.
- The ventilation fans shall be fastened to the cabinet via two thumb screws and shall not be fastened in a manner that requires any tools for removal or installation.
- Door switches shall be powered by 48 Vdc.
- · Wire raceway shall be integrated as part of the cabinet allowing for neat internal and field wiring.
- All equipment in the cabinet shall be clearly and permanently labeled.
- The marker strips shall be made of material that can be easily and legibly written on using a pencil or ballpoint pen. Marker strips shall be located immediately below the item they are to identify and must be clearly visible with the items installed.
- Guides (top and bottom) shall be provided for assembly plug-in units. The guides shall begin 0.50 inch from the assembly front panel face.

350i ATC (LV) Cabinet 10

C.3 Model 350i ATC (HV) Cabinet Specification

C.3.1 General

This specification describes the 48 Vdc High Voltage Model 350i Advanced Transportation Controller (ATC) Cabinet ("the cabinet"). The ATC (Cabinet family is a modular, serially-interconnected cabinet architecture that is designed to fulfill a variety of transportation applications.

The cabinet shall include: Service Assembly (SA), Input Assembly (IA), Output Assembly (OA), SB1/SB2 and DC/Clean Power Bus, Field Input Termination Assembly (FITA), and Field Output Termination Assembly (FOTA).

C.3.2 Cabinet Housing

The housings shall include, but not be limited to, the following:

- Enclosure
- Doors
- Gasketing
- Lifting Eyes and External Bolt Heads
- Latches and Locks
- Ventilation
- Hinges and Door Catches
- Police Panel
- Cage Supports and Mounting

C.3.2.1 Housing Construction

The housing shall be rainproof. It shall have two fronts and two rear doors, each equipped with a lock and handle. The enclosure top shall be crowned to prevent standing water. The cabinet shall be: 67" H x 44" W x 26" D (rounded to the nearest inch).

C.3.2.2 Material Thickness

The enclosure, doors, lifting eyes, gasket channels, police panel door, spacer supports and all supports welded to the enclosure and doors shall be fabricated of 0.125-inch minimum thickness aluminum sheet. The filter shell, filter trough, fan support and police panel enclosure shall be fabricated of 0.080-inch

5350-02-72, 5350-02-74 24 of 58

minimum thickness aluminum sheet. The spacer supports shall have the option to use 0.059-inch minimum stainless-steel sheet.

C.3.2.3 Welds

All exterior seams for enclosure and doors shall be continuously welded and shall be smooth. All edges shall be filled to a radius of 0.03125 inch minimum. Exterior cabinet welds shall be done by gas Tungsten arc TIG process only. ER5356 aluminum alloy bare welding electrodes conforming to AWS A5.10 requirements shall be used for welding on aluminum. Procedures, welders and welding operators shall conform to the requirements and practices in AWS B3.0 and C5.6 for aluminum. Internal cabinet welds shall be done by gas metal arc MIG or gas Tungsten arc TIG process.

C.3.2.4 Aluminum Surface Protection

The aluminum surface protection shall be Natural Finish.

C.3.2.5. Enclosure Door Frames and Door Seals

The enclosure door frames shall be double-flanged out on all four sides and shall have strikers to hold tension on, and to form a firm seal between, the door gasketing and the frame. The dimension between the door edge and the enclosure external surface when the door is closed and locked shall be 0.156 inch (+/-0.08 inches).

C.3.2.6 Gasketing

Gasketing shall be provided on all door openings and shall be dust-tight. Gaskets shall be 0.25 inches minimum thickness closed cell neoprene or silicone (BOYD R- 108480 or approved equal) and shall be permanently bonded to the metal. A gasket top and side channels shall be provided to support the top gasket on the door to prevent gasket gravitational fatigue.

C.3.2.7 Lifting Eyes and Exterior Bolt Heads

The housing shall be provided with 2 lifting eyes for placing the cabinet on its foundation. Each eye opening shall have a minimum diameter of 0.75 inch. Each eye shall be able to support the weight load of 1000 lbs. All bolt heads shall be tamperproof type.

C.3.2.8 Door Latches and Locks

C.3.2.8.1 Latching Handles

The latching handles shall have provision for padlocking in the closed position. Each handle shall be 0.75 in minimum diameter stainless steel with a minimum 0.5 in shank. The padlocking attachment shall be placed at 4.0 in from the handle shank center to clear the lock and key. An additional 4.0 in minimum gripping length shall be provided.

C3.2.8.2 Latching Mechanism

The latching mechanism shall be a three-point draw roller type. The pushrods shall be turned edgewise at the outward supports and have a cross section of 0.25 in thick by 0.75 in wide, minimum.

C.3.2.8.3 Locks and Handles

When the door is closed and latched, the door shall be locked. The locks and handles shall be on the right side of the front door and left side of the rear door. The lock and lock support shall be rigidly mounted on the door. In the locked position, the bolt throw shall extend a minimum of 0.25 ± 0.03125 in into the latch Cam area. A seal shall be provided to prevent dust or water entry through the lock opening.

C.3.2.8.4 Locks

The locks shall be Corbin 2 type or approved equal. One key shall be supplied with each lock. The keys shall be removable in the locked position only.

C.3.2.8.5 Bolts

The locks shall have rectangular, spring-loaded bolts. The bolts shall have a 0.281 in throw and shall be 0.75 in wide by 0.75 in thick (tolerance is ±0.035 in).

C.3.2.8.6 Center Latch Cam

The center latch cam shall be fabricated of a minimum thickness 0.1875 in steel or aluminum. The bolt surface shall horizontally cover the cam thickness. The cam shall be structured to only allow the door to open when the handle is moved toward the center of the door.

5350-02-72, 5350-02-74 25 of 58

C.3.2.8.7 Rollers

Rollers shall have a minimum diameter of 0.875 in with nylon wheels and steel ball bearings.

C.3.2.9 Hinges

Stainless steel hinges (two bolts per leaf) shall be provided to bolt the enclosure to the doors. Each door shall have four hinges per door. Each hinge shall be 3.5-inch minimum length and have a fixed pin. The pin ends shall be welded to hinge and ground smooth. The pins and bolts shall be covered by the door edge and not accessible when the door is closed. A ground strap between the door and the main cabinet housing shall be required when 120 Vac devices are mounted on the door.

C.3.2.10 Door Catches

Front and rear doors shall be provided with catches to hold the door open at both 90 and 165 (+/-10) Degrees. The catch minimum diameter shall be 0.375-inch aluminum rods. The catches shall hold the door open at 90 degrees in a 60-mph wind acting at an angle perpendicular to the plane of the door.

C.3.2.11 Police Panel

A police panel assembly shall be provided to allow limited control access. The panel door shall be equipped with a lock and master police key. The front and back of the panel shall be enclosed with a rigid metal covering so that no parts having live voltage are exposed. The panel assembly shall have a drain to prevent water from collecting within the assembly. The drain shall be channeled to the outside. The cabinet shall have one switch provided and labeled "SIGNALS ON / OFF" and one switch provided and labeled "FLASH / AUTO". The MANUAL CONTROL ENABLE ON / OFF switch and a receptacle for the INTERVAL ADVANCE cord shall be provided. An INTERVAL ADVANCE cord, six feet in length, shall be provided.

C.3.2.12 Rack Cage

A standard rack cage shall be installed inside the housing for mounting of the ATC and cabinet assemblies. The EIA rack portion of the cage shall consist of four continuous, adjustable equipment mounting angles. The mounting angle nominal thickness shall be 11- gauge plated steel. The mounting angles shall be tapped with 10-32 threads with EIA universal spacing. The mounting angle shall comply with standard EIA-310-B and shall be supported at the top and bottom by either welded or bolted support angles to form a cage. The mounting angles shall provide holes to mount the side panels.

C.3.2.12.1 Cage Connection

The cage shall be bolted to the cabinet at four points via the housing cage supports and four points via associated spacer brackets (top and bottom).

C.3.2.12.2 Cage Location

The cage shall be centered within the cabinet door opening(s).

C.3.2.12.3 Cage Mounting Supports

Cage mounting supports shall be provided on either side, level with the bottom edge of the door opening, for horizontal support and bolt attachment; side cage supports provided for the bracket cage supports; and bracket cage support attachments.

C.3.2.12.4 Clearance between Rails

Clearance between rails for mounting assemblies shall be 17.75 inch.

C.3.2.13 Housing Ventilation

Housing ventilation shall include intake, exhaust, filtration, fans and thermostat.

C3.2.13.1 Intake and Filter

The louvered vent depth shall be a maximum of 0.25 inch. A removable and reusable air filter shall be housed behind the left front door vents and right rear door vents. The filter filtration shall cover the vent opening area. A filter shell shall be provided that fits over the filter providing mechanical support for the filter. The shell shall be louvered to direct the incoming air downward. The shell sides and top shall be bent over a minimum of 0.25 inch to house the filter. The filter resident in its shell shall be held firmly in place with a bottom trough and spring-loaded upper clamp. No incoming air shall bypass the filter. The bottom filter shall be formed into a waterproof sump with drain holes to the outside housing. The filter shall be 16-inch-wide by 12-inch-high by 0.875 inch thick. The filter shall be an ECO-AIR Product E35S or approved equal.

5350-02-72, 5350-02-74 26 of 58

C.3.2.13.2 Fans

Each electric fan shall be equipped with ball or roller bearings and shall have a minimum capacity of 100 cubic feet of free air delivery per minute. Two fans shall be mounted within the housing and protected with a finger guard. A Fan Test switch shall be provided.

C.3.2.13.3 Temperature Controlling

The fans shall be thermostatically controlled and shall be manually adjustable to turn on between 32 Fahrenheit and 140 Fahrenheit with a differential of not more than 20 Fahrenheit between automatic turn on and off. The fan circuit shall be protected at 125% of the fan motor ampacity. The manual adjustment shall be graded in 20 Fahrenheit increment scales. The Thermostat shall be an Omega KT01101141900 or approved equal.

C.3.2.14 Cabinet Lights

The cabinet shall be equipped with two LED lights activated by door switches and equipped with fuses.

C.3.3 Model 350i ATC Cabinet Assemblies

C.3.3.1 Output Assembly (16-Channel)

The Output Assembly shall be a 3U high rack mounted assembly. The Output Assembly shall accommodate eight Model 2202 -MC High-Density Switch Pack / Flasher Units (HDSP/FU), providing 48 output circuits. The Output Assembly shall accommodate one Model 2218-MC Serial Interface Unit (SIU) to provide interface and control via system SB1/SB2. The Output Assembly shall accommodate one Model 2212-MC Cabinet Monitor Unit (CMUip), Main Contactor, Stop Time Switch, Flash / Auto Switch, four Circuit Breakers and Momentary 24 Vdc Bypass Switch.

C.3.3.2 Output Assembly (32-Channel)

The Output Assembly shall be a 6U high rack mounted assembly. The Output Assembly shall house sixteen Model 2202- MC High-Density Switch Pack / Flasher Units (HDSP/FU) and shall provide ninety-six output circuits. The Output Assembly shall accommodate two Model 2218-MC Serial Interface Units (SIU) to provide interface and control via system SB1/SB2. The Output Assembly shall house one model 2212- MC Cabinet Monitor Unit (CMUip), the Main Contactor, Stop Time Switch, Flash / Auto Switch, eight Circuit Breakers and Momentary 24 Vdc Bypass Switch.

C.3.3.3 Field Output Termination Assembly (16-Channel)

The 16-Channel Field Output Termination Assembly shall be coupled with the 16-Channel Output Assembly and shall house eight Model 21H High-Density Flash Transfer Relays (HDFTR). The HDFTRs and Flash Program Blocks (FPB) shall be provided to control and select the color (red, yellow, or dark) during ATC (LV) Cabinet flash mode. HDSP Suppressors shall be provided at the field terminals for the protection of the HDSP. Each HDFTR position shall be labeled with the number of its associated HDSP (1-16). Each FPB position shall be labeled with the number of its associated channel (1-16).

The Field Output Termination Assembly shall be provided with 16, 6-position Phoenix Contact terminal block model number 18-04-94-6 plugs and 18-61-19-6 sockets or approved equal. Each Load Terminal Block receptacle shall be labeled with the number of its associated channel (1-16). Additional labels shall be provided to clearly indicate which terminals correspond to the red, yellow, and green switch pack outputs. The color of these labels shall match the color of their associated output (red, yellow, or green). One Field Output Termination Assembly shall be provided with each 16-channel cabinet, while two Field Output Termination Assemblies shall be provided with each 32 Channel Output Assembly.

The 16-Channel Field Output Termination Assembly shall be mounted across the EIA rails and it shall swing down to provide access to the HDSP Suppressors.

C.3.3.4 Input Assembly (24-Channel)

The Input Assembly shall be a 3U high rack mounted assembly providing twelve slots of 22/44 pin PCB sockets. One Model 2218-MC Serial Interface Unit (SIU) shall be provided and mated to a DIN 96-pin connector. The SIU shall provide interface and control between the Controller and the input devices via system SB1/SB2. The Input Assembly shall house either 2-channel or 4-channel detection modules. The Input Assembly shall house twelve 2-channel detection modules, or six 4-channel detection modules, or a combination of 2 and 4 channel detection modules up to 24 channels. The Input Assembly shall be equipped with an Opto Input Card. The Opto Input Card shall be equipped with four LED indicators and four toggle switches.

Activation of the switch 1-4 shall place a call into SIU Opto 1-4 input respectively.

5350-02-72, 5350-02-74 27 of 58

C.3.3.5 Input Assembly (48-Channel)

The Input Assembly shall be a 3U high rack mounted assembly providing twelve slots of 22/44 pin PCB sockets. Two Model 2218-MC Serial Interface Units (SIU) shall be provided and mated to two DIN 96-pin connectors. The SIU shall provide interface and control between the Controller and the detection modules via system SB1/SB2. The Input Assembly shall house either a 2-channel or a 4-channel half width device, up to twelve detection modules providing a maximum of 48 channels.

C.3.3.6 Field Input Termination Assembly (24-Channel)

The 24-Channel Field Input Termination Assembly shall be coupled with the 24-Channel Input Assembly and shall have positions for landing 24, two-wire inputs and their associated earth ground wires. The Field Input Termination Assembly shall have positions for 12 Detection Module Suppressors. The Detection Module Suppressors shall be supplied with the cabinet if procurement requires. The 24-Channel Field Input Termination Assembly shall be mounted across the EIA rails and it shall swing down to provide access to the back of the assemblies mounted in the opposite side.

Two 24-Channel Field Input Termination Assembly shall be coupled with the 48-Channel Input Assembly.

C.3.3.7 Service Assembly (1-HDFU)

The Service Assembly shall be modular and shall be mounted on the left of the EIA rail when viewed from the front. It shall house: one Model 2202- MC High-Density Switch Pack / Flasher Units (HDSP/FU), Cabinet Suppressor–Filter, BBS landing wire terminals, GFCI, one convenience outlet NEMA 15-5 format, four HDFU output fuses utilizing standard blade automotive fuses, five Circuit Breakers and a Raw AC+ terminal block having 5 screw terminals.

C.3.3.8 Service Assembly (2-HDFU)

The Service Assembly shall be modular and shall be mounted on the left of the EIA rail when viewed from the front. It shall house: two Model 2202-LV-MC High-Density Switch Pack /Flasher Units (HDSP/FU), Cabinet Suppressor–Filter, BBS landing wire terminals, GFCI, one convenience outlet NEMA 15-5 format, 8qty HDFU output fuses utilizing standard blade automotive fuses, six Circuit Breakers and a Raw AC+ terminal block having 5 screw terminals.

C.3.3.9 SB1/SB2 and DC/Clean Power Bus

SB1/SB2 and DC/Clean Power Bus shall include eight DB25 d-submodular socket connectors to interconnect the SB1/SB2 communication ports of the assemblies and Controller. It shall include a termination circuit at the end of the connections (S8) to prevent radio frequency signal reflection. It shall include one Phoenix Contact plug block or approved equal to bring the DC power to the Bus; such power shall be distributed to the ATC (LV) Cabinet Assemblies through seven Phoenix Contact receptacle blocks or approved equal. The copper traces for the DC voltages shall support at least 10 Amp.

The AC Clean Power Bus shall also include eight NEMA 5-15 receptacles, to provide AC Clean Power to the ATC (LV) Cabinet Assemblies, the Controller and Cabinet Power Supply. SB1/SB2 and DC/Clean Power Bus shall be mounted across the EIA rails and it shall swing down to provide access to the back of the assemblies mounted in the opposite side.

C.3.3.10 Drawer Shelf Unit

A telescopic slide out drawer to storage document shall be provided. The Drawer Shelf Unit shall be mounted across the EIA rails and shall have a non-conductive top, locking provision when fully extended and lip or handle for pulling.

C.3.4. Components Requirements

C.3.4.1 Service Assembly Components Requirements

Service Assembly (1-HDFU)

- (1 each) Model 2202- MC HDFU
- (1 each) Cabinet Suppressor–Filter

Service Assembly (2-HDFU)

- (2 each) Model 2202- MC HDFU
- (1 each) Cabinet Suppressor–Filter

5350-02-72, 5350-02-74 28 of 58

C.3.4.2 Output Assembly Components Requirements

Output Assembly (16-Channel)

- (TBD *) Model 2202-LV-MC HDSP
- (1 each) Model 2218-MC SIU
- (1 each) Model 2212- MC CMUip

Output Assembly (32-Channel)

- (TBD*) Model 2202- MC HDSP
- (2 each) Model 2218-MC SIU
- (1 each) Model 2212- MC CMUip

C.3.4.3 Field Output Termination Assembly Components Requirements

Field Output Termination Assembly (16-Channel)

- (8 each) Model 21XBXHL-48VDC HDFTR
- (8 each) HDSP Suppressor
- (16 each) Red Flash Program Block
- (4 each) Yellow Flash Program Block
- (4 each) White Flash Program Block

C.3.4.4 Input Assembly Components Requirements

Input Assembly (24-Channel)

- (1 each) Model 2218-MC SIU
- (TBD*) Detection Module
- (TBD*) Isolation Module

Input Assembly (48-Channel)

- (2 each) Model 2218-MC SIU
- (TBD*) Detection Module
- (TBD*) Isolation Module

C.3.4.5 Field Input Termination Assembly Components Requirements

• (12 each) Detection Module Suppressor (Optional)

C.3.4.6 Cabinet Components Requirements

• (1 each) Model 2220-MC ADU

The controller shall be fully compatible with ATC, CALTRANS, and NEMA cabinets. The controller shall be equipped with an oversized, 16-line screen that features auto-contrast, making the screen legible in all conditions. Include the split-screen options that allow users to view the operational status of the intersection and make timings adjustments simultaneously. The controller shall have the following interfaces:

Communication Interfaces

- SDLC ports (2)
- Serial (ASYNC) on front panel (3)
- ENET 1: 100 Base-T Ethernet switch, 1 uplink, and 1 additional port
- ENET 2: 100 Base-T Ethernet port dedicated for local communications
- Wi-Fi enabled (optional); uses ENET 2

5350-02-72, 5350-02-74 29 of 58

Front Panel Interfaces:

- Display: 16 lines x 40 characters
- Keyboard: 7 x 4 keypad (28 key)
- Datakey
- USB ports (2)
- SD Card Slot

C.4.1 Uninterruptible Power Supply

C.4.1.1 Features

The UPS shall be an inverter/charger complying with UL 1778.

When utilizing battery power, the BBS output voltage shall be between 110 VAC and 125 VAC, pure sine wave output with THD < 3% at 60 Hz +/- 3 Hz.

Provide buck and boost capability to provide constant output voltage without battery input.

The range of operating temperatures for the inverter/charger shall be -34° C to +74° C.

The UPS shall be fully programmable and controllable, both locally using the UPS touch pad and remotely using a standard personal computer USB interface with Windows XP operating system, including all UPS features listed in this specification; all settings, controls, logs, tests, and counters; and all other electronic features.

Provide a backlit LCD display to indicate current battery charge status, input/output voltages, power output, battery temperature, faults, alarms, date, time, and settings of the various relays.

UPS shall be fully SNMP Ethernet ready, including a RJ-45 (also known as an 8P8C) Ethernet connector port, for future activation. A SNMP card is not required with this specification.

Provide on the UPS a resettable inverter event counter and a cumulative inverter timer.

All controls and external connections shall be on the front panel. The UPS unit shall sit horizontally on a shelf. All controls and labels shall be oriented to read horizontally.

Provide lightning/ surge protection complying with ANSI/IEEE C.62.41 and C.62.45 Cat A and B and UL 1449.

Equip the UPS with an event log for at minimum the last 100 events. The events shall be time and date stamped. The event log shall be retrievable via the USB port and the last event in the log shall be viewable from the LCD screen.

The UPS shall be capable of performing a SELF-TEST of the BBS. The duration of the SELF-TEST shall be programmable in 1-minute increments from one minute to four hours.

The operation of the flash mode shall be field programmable to activate at various times, battery capacities, or alarm conditions.

Provide password protection for certain maintenance controls such as Battery Test, BBS inverter ON/OFF, viewing the Event log, and changing default settings. Furnish the UPS with a default password and the ability for the user to change the password.

Use the following LED lights conditions to indicate current status:

Red LED Flashing for ALARM
Red LED steady ON for FAULT

Green LED Flashing for battery back-up mode

Green LED steady ON for normal line mode operation

Provide on the UPS at least four sets of NO / NC panel-mounted and potential free contact relays rated 1 Amp, 120 VAC, and labeled 1 through 4. Each relay's setting shall be either preset or programmable to activate under any number of conditions. The available settings for the relays shall be:

5350-02-72, 5350-02-74 30 of 58

- ON BATTERY relay activates when BBS switches to battery power.
- LOW BATTERY relay activates when batteries have reached a certain level of remaining useful capacity while on battery power. This number is adjustable by battery voltage.
- TIMER relay activates after being on battery power for a given amount of time. This number is adjustable from 0 to 8 hours.
- UPS FAILURE relay activates in the event of UPS inverter/charger failure to be able to run according to these specifications.

C.4.1.2 Specifications

Battery String Voltage 48 Vdc

Input Specifications

Nominal Input Voltage 120 VAC, Single Phase Input Voltage Range 120 VAC +/- 25% Input Frequency 60 Hz +/- 5%

Output Specifications

Nominal Output Voltage 120 VAC, Single Phase

Power Rating 2000 VA minimum at 25° C (1500 Watts at 74° C)

Output Frequency 60 Hz (+/- 3%)

Voltage Wave Form Pure Sine Wave, THD < 3.0% Efficiency (nominal) Minimum 85% at 100% load

C.4.2 Switches

The switches listed in this section may be in separate units or may be integrated into one or more units.

The range of operating temperatures for all switches shall be -34° C to +74° C.

C.4.2.1 Automatic Transfer Switch

Provide an automatic transfer switch to transfer the critical load to the UPS when the utility line fails or is out of tolerance range. The transfer from utility power to battery power shall not interfere with the normal operations of the traffic controller, conflict monitor, or any other peripheral devices within the traffic control system. The automatic transfer switch shall automatically disconnect the battery heater pads when the critical load is operating from the UPS.

Input / Output Specifications

Nominal Voltage 120 VAC, Single Phase

Voltage Range 92 to 135 VAC Input Frequency 60 Hz +/- 5%

Current 20 A minimum

C.4.2.2 Generator Transfer Switch

Furnish a generator transfer switch to automatically transfer the input to the UPS from the utility line to a portable AC generator. The switch shall break both line and neutral to the utility and prevent back-feeding the utility lines.

Input / Output Specifications

Nominal Voltage 120 VAC, Single Phase

Voltage Range 92 to 135 VAC Input Frequency 60 Hz +/- 5%

Current 20 A minimum

5350-02-72, 5350-02-74 31 of 58

C.4.2.3 Other Equipment

Furnish all equipment, mounting hardware, wire, cable, fasteners, and connectors not otherwise specified to provide a complete and operational BBS, including but not limited to, the cable connections to the batteries.

C.4.4 Operation

C.4.4.1 Loss / Restoration of Utility Power

The BBS shall transfer the load to battery power when the utility line voltage is outside the High and Low Limits. Set the default high and low limits as 130 and 100 VAC, respectively. Operate in the Buck and Boost modes for partial line voltage correction.

For the low line voltage condition, the BBS shall return to line mode when the utility power has been restored to above 105 VAC for the specified line qualification time. This line qualification time shall be user adjustable from 3 to 30 seconds.

For the high line voltage condition, the BBS shall return to line mode when the utility power has been restored to below 125 VAC for the specified line qualification time. This line qualification time shall be user adjustable from 3 to 30 seconds. In cases where the nominal voltage is between 125 and 130 VAC, the BBS shall return to line mode when the utility power is back to nominal.

The maximum transfer time allowed, from disruption of normal utility line voltage to stabilized inverter line voltage from batteries, shall be 65 milliseconds. The same maximum allowable transfer time shall also apply when switching from inverter line voltage to utility line voltage.

C.4.4.2 Battery Operation

In the event of UPS failure, battery failure, or complete battery discharge, the automatic power transfer switch shall revert to the NC (and de-energized) state, where utility power is supplying the cabinet.

Provide a temperature compensated battery charging system. The charging system shall compensate over a wide range of 2.5 to 4 mV / °C / Cell. The charger shall be rated 10 amps at 48 VDC. Batteries shall not be charged when battery temperature exceeds manufacturer's recommendations for the specific batteries being used. The charging system shall fully recharge the batteries within 20 hours.

C.4.4.3 Product Compatibility

The BBS shall be compatible with all of the following for full phase operation mode, flash operation mode, or a combination of both full and flash mode operation:

NEMA TS2 controllers and cabinet components

The complete BBS system including batteries shall fit inside and be compatible with a NEMA type traffic control cabinet of minimum size 26-inch wide X 40-inch high X 13-inch deep and maximum size 32-inch wide X 51-inch high X 18-inch deep, with minimum 3-inches in the front and minimum 1-inch air space on the top, back, and sides of a shelf mounted UPS.

C.4.4.4 Electrical Protections

The BBS shall be equipped to prevent a malfunction feedback to the cabinet or from feeding back to the utility service per UL 1778, Section 48 "Back-feed Protection Test". The upstream back-feed voltage from the BBS system shall be less than 1 volt AC.

C.4.4.5 Maintenance

The individual BBS parts shall be easily replaced and installed (complete turnkey system with all necessary hardware). The BBS shall not require any special tools for removal or installation.

C.4.4.6 Cabinet

Furnish a non-ground mounted, aluminum, outdoor rated, NEMA type 3R traffic control cabinet of minimum size 26-inch wide X 40-inch high X 13-inch deep and maximum size 32-inch wide X 51-inch high X 18-inch deep. The size of the cabinet shall be of sufficient size to provide ample space for housing all equipment specified herein, all equipment furnished with the Uninterruptible Power Supply (UPS) specification, and all batteries. Provide a minimum clear space of 3-inches in the front of a shelf mounted UPS, and minimum 1-inch on both sides, back, and top of the UPS. Slope the top of the cabinet towards the door with a 2-inch drip lip over the door and cabinet front. All sheet metal parts shall be 0.125-inch thick aluminum of type 5052-H32. All seams shall be continuously welded.

5350-02-72, 5350-02-74 32 of 58

Provide an access door on the front of the cabinet with a continuous hinge, door latch assembly with 3-point locking mechanism, #2 Corbin lock, dust cap, and two #2 keys. The door shall have a closed-cell neoprene gasket on all four edges. The continuous hinge shall be heavy gauge aluminum with ¼-inch diameter stainless steel hinge pin. Secure hinge with 1/4-inch X 20 TPI stainless steel carriage bolts and stainless steel nylon locking nuts. The 3-point locking system shall have ½-inch X ¼-inch X length required latch bars and nylon rollers. Door handle shall be a ¾-inch solid stainless steel inward-turning handle with provisions for padlocking. Provide a steel rod door holder. All hardware shall be stainless steel, unless otherwise specified.

Provide ventilation louvers on the front of the cabinet of sufficient open area to provide air flow for the cabinet fan. Provide a 1/2-inch air filter over all the louver area. Air filter shall slide into a channel and shall be easily removed and replaced.

Provide installed a minimum of three full width and depth, stainless steel shelves sufficient to hold all equipment furnished with the Uninterruptible Power Supply specification, and all batteries. All shelves shall have neoprene (or similar material) pads. The shelves shall not be the swing out type. The shelf locations shall be adjustable to within six inches of the top of the cabinet and 12 inches from the bottom of the cabinet. The shelves shall be capable of supporting up to 180 pounds.

C.4.4.7 Cabinet Equipment

Provide and install a power distribution terminal block for wire connections, wire size up to #8AWG, from the traffic signal cabinet. Locate the block on one side of the UPS cabinet between one and two feet from the top of the cabinet.

Provide a generator connection outlet installed on one side of the cabinet placement shall not interfere with the installation or use of batteries, UPS, or any switches. The outlet shall be a Marinco 125/250 V 50A turn and pull or equivalent, back wired, surface mounted, twist lock receptacle with a watertight cover and meter seal tabs, or equal.

Ventilate the UPS cabinet by means of an installed 120 VAC, 60HZ, tube axial compact type fan. The fan's free delivery airflow shall be greater than 2.83 cubic meters per minute. The magnetic field of the fan motor shall not affect the performance of control equipment. The fan bearings shall operate freely. The fan unit shall not crack, creep, warp, or have bearing failure within a 7-year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant. The fan shall be thermostatically controlled. Thermostat shall be set to manufacturer required settings. The fan shall be fused.

Provide installed and operational heating pads for the batteries. Heating pads shall be 120 volt, 70 watt, polyester, G30200X, P07141A2 D0452, PowerBack pads from Hi-Heat, Industries, Inc., Lewiston, MT, or equal. Provide a temperature sensor bonded to the pad, electrical power cord, and a thermal fuse in each power cord.

Provide a battery voltage balancer, battery cable for each battery, and interface cable of the size compatible with the battery string. Balancer shall be ALPHAGuard Charge Management SC, 48-volt, compatible with the battery string, or equal.

In all controller cabinets and auxiliary cabinets, the AC common, the logic ground, and the chassis ground shall be isolated from each other as detailed by NEMA Standard.

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

C.4.4.8 Batteries

Furnish four batteries for each cabinet as recommended by the UPS supplier. Batteries shall be newly built and fully charged when delivered.

C.4.4.9 Equipment Installation

Install the furnished BBS, batteries, and battery equipment according to manufacturer's requirements. Bolt the BBS cabinet firmly to the back or side of the traffic signal control cabinet as required by the design of each signal cabinet. Use a minimum of four bolts of the size recommended by the BBS cabinet manufacturer. Use fender washers on the inside of both cabinets. Use all stainless steel hardware.

5350-02-72, 5350-02-74 33 of 58

Furnish and install from the electrical service to the BBS cabinet and back to the signal cabinet, the larger of 1) #10 AWG, 600 volt, electric wire, 2) the wire size recommended by the UPS manufacturer, 3) the largest size wire used in the signal cabinet for the power connections, or 4) the wire size required by WSEC. Install the wire through a 3/4-inch hole drilled between the cabinets and install two ¾-inch bushings in the hole. Provide grounding, suppressors and lightning arrestors according to the WSEC requirements.

Program and/or enter configuration settings for the equipment and make the equipment fully operational.

C.4.4.10 Certification

Provide a written certification with the cabinet delivery that the equipment meets the requirements of the plans and specifications and will fully operate the traffic signal cabinet. The certification shall be on the contractor's company letterhead, shall be addressed to both Kenosha County and the construction contractor, if there is one, and shall be signed by a company officer authorized to legally obligate the company. Cabinet testing and quality control documents may accompany the certification.

C.4.4.11 Documentation

Submit detailed equipment layout drawings and inter-equipment wiring diagrams furnished under this specification to Kenosha County for approval. Two sets of approved equipment layout drawings and interequipment wiring diagrams shall be contained in a heavy-duty clear plastic envelope mounted on the inside of the front door.

For the cabinet and cabinet equipment, at the time of the delivery, furnish two printed sets, and one .pdf file on a CD-ROM or flash drive, of cabinet installation, operations, and maintenance manuals per cabinet and an itemized price list for each type of equipment, and their replacement parts. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) part numbers, and e) maintenance checklists. Also provide two prints and the .dgn or CADD file of the as-built cabinet design and layout.

For the installed equipment, at the time of the delivery, furnish two printed sets, and one .pdf file on a CD-ROM or flash drive, of equipment installation, operations, and maintenance manuals per cabinet and an itemized price list for each type of equipment, their sub-assemblies, and their replacement parts. The manuals shall as a minimum include the following information for each piece of equipment: a) table of contents, b) startup procedure, c) operating procedure, d) step by step maintenance and trouble-shooting information for the entire assembly, e) circuit wiring diagrams, f) pictorial diagrams of parts locations, g) part numbers, h) theory of operation, and i) maintenance checklists. The instructional manuals shall include an itemized parts list. The itemized parts list shall include the manufacturer's name and part numbers for all components (such as IC's, diodes, switches

D Measurement

The department will measure Furnish & Install Traffic Signal Cabinet & Controller (location) by each intersection, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.201 Furnish & Install Traffic Signal Cabinet & Controller USH 51 & Court St/Milwaukee St EACH

Payment is full compensation for furnishing and installing the signal controller and conflict monitor together with cabinet, all required control units, software installation, all additional harnesses for preemption, switches for flashing operation, and fittings as are necessary to assure that the controller will perform the said functions; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

Furnish & Install EVP System USH 51 & Court St/Milwaukee St, Item SPV.0060.202.

A Description

This special provision describes furnishing and installing a Tomar brand optical signal preempt system with confirmation beacons.

5350-02-72, 5350-02-74 34 of 58

B Materials

Provide the following material for each intersection:

Model OSPOC8V2-4 Optical Signal Processor.

Model DETOC1-IC-X optical detectors.

Model 1881 card rack.

Model M913 detector cable.

Cables and auxiliary equipment as necessary for a complete operating system including confirmation beacons except that EVP detector cable is paid for separately under this contract.

C Construction

Install detectors on the top horizontal member of trombone arms or monotube arms, 5 feet away from the pole, or as shown on the plans.

The detectors will be on the far side of the intersection, and shall be aimed at approaching traffic, as further directed by City of Janesville. Detector cable shall be installed from the detector to the control cabinet using the shortest path.

All installation methods shall be consistent with the manufacturer's specifications and as shown of the plans.

Do not splice detector cable between the detector assembly and the controller terminations. Route all cables to the controller. Accurately label each cable as to which approach it is associated.

Prior to traffic signal energization, ensure that the emergency vehicle preemption system operates with the City of Janesville existing emergency vehicle emitters.

D Measurement

The department will measure Furnish & Install EVP System by each intersection, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.202

Furnish & Install EVP System USH 51 & Court St/Milwaukee St

EACH

Payment is full compensation for furnishing and installing the emergency vehicle preemption unit; and ensuring that the equipment operates as necessary to perform the said functions.

37. Furnish & Install Audible Pedestrian Push Button System USH 51 & Court St/Milwaukee St, Item SPV.0060.203.

A Description

This special provision describes furnishing and installing Accessible Pedestrian Signal Push Button assembly on traffic signal poles.

B Materials

Furnish a Polara iNavigator 2-Wire Push Button Station with 9"x15" MUTCD R10-3e sign for each location shown on the plans. The contractor shall submit the proposed equipment to the City of Janesville for final review and approval. Payment will not be made for materials ordered before final review and approval by the City of Janesville.

Furnish all materials required to complete connections between system components and between the system and the traffic signal controller and pedestrian traffic signal heads. Furnished materials shall conform to standard spec 651.2, 655.2, and 658.2.

C Construction

Construction shall be according to standard spec 651.3, 655.3, and 658.3, manufacturer's recommendations, the project plans, or as directed by the engineer. Perform testing and ensure that the system is in full operation prior to acceptance.

Audible push button messages shall be MUTCD compliant and identify the roadway to be crossed.

5350-02-72, 5350-02-74 35 of 58

D Measurement

The department will measure Furnish & Install Audible Pedestrian Push Button System (location) by each intersection, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.203

Furnish & Install Audible Pedestrian Push Button System

EACH

USH 51 & Court St/Milwaukee St

Payment is full compensation for furnishing and installing system components, cabling, integration with the traffic signal control cabinet, and testing.

Remove & Reinstall RR Preempt Cable & RPS Unit USH 51 & Court St/Milwaukee St, Item SPV.0060.204.

A Description

This special provision describes removing, salvaging, and reinstalling the existing x-RPS unit and associated railroad preemption cable for reuse within the new traffic signal cabinet at the USH 51 intersection with Court Street/Milwaukee Street and providing additional new cable as needed.

B Materials

If additional cable is required, provide railroad preemption cable composed of similar material as the existing cable to accommodate additional cable length required for the relocated traffic signal cabinet.

C Construction

Intercept existing underground railroad preemption conduit and pull existing railroad preemption cable back to the nearest pull box or other cable storage area undisturbed by construction. Notify the City of Janesville at (608) 755-3160 and Union Pacific Railroad at (715) 410-5927 when the cable has been removed from service.

Make the necessary connections within the traffic signal cabinet to restore railroad preemption functionality during construction. If necessary, contact UP Railroad to make the necessary final connections within the railroad cabinet to restore functionality for post-construction operation.

D Measurement

The department will measure Remove & Reinstall RR Preempt Cable & RPS Unit (location) by each intersection, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid items: ITEM NUMBER DESCRIPTION UNIT SPV.0060.204 Remove & Reinstall RR Preempt Cable & RPS Unit EACH

USH 51 & Court St/Milwaukee St

Payment is full compensation for removing existing railroad preemption equipment and relocating to the relocated traffic signal cabinet, including integration with the traffic signal control cabinet and testing.

Traffic Signal LED No Right Turn Blank Out Signs, Item SPV.0060.206.

A Description

This special provision describes furnishing and installing a traffic signal LED turn restriction LED blank out signs.

5350-02-72, 5350-02-74 36 of 58

B Materials

B.1 General

Furnish 30-inch x 30-inch LED Blank Out Sign illuminating a no right-turn (R3-1) restriction.. The sign housing shall be constructed using aluminum. The sign shall be suitable for outdoor applications. Furnish mounting hardware for each blank out sign.

Provide all other needed materials in conformance with standard spec 658.2 and all applicable terms of this contract.

B.2 Housing

Housing shall be constructed of aluminum with welded seams. The housing shall be NEMA 4X rated and have a uniform black finish either powder coated or anodized. A hood shall be attached to the housing to minimize glare on the sign face. The housing shall have stainless steel latches that do not require tools to operate.

B.3 Electrical

The unit shall be compatible with 120-volt input voltage and powered out of the traffic signal cabinet. Sign functionality and schedule shall be programmed per direction from the city. The LED sign shall be capable of automatic dimming capable based on the ambient light level.

Furnish all cabling per manufacturer's recommendations, including underground cable routed via signal conduit and cabling within the signal pole as shown on the plans.

C Construction

Install the signs according to the manufacturer's specifications at the locations shown on the plans. Connect the signs to the traffic signal cabinet and program the signs to operate during a railroad preemption call or other turn restriction, according to the traffic signal sequence of operations plan sheet. Perform work according to standard spec 658.3 and all applicable terms of this contract.

D Measurement

The department will measure Traffic Signal LED No Right Turn Blank Out Signs as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.206

Traffic Signal LED No Right Turn Blank Out Signs

EACH

Payment is full compensation for furnishing and installing each LED sign for the appropriate direction as called out in the plans, including the mounting hardware and the necessary cabling; and for testing the equipment during a railroad preemption call.

40. Removing, Salvaging, & Reinstalling Lighting Cable, Item SPV.0060.207.

A Description

The work under this item shall consist of removing and salvaging a light pole assembly, and reinstalling the underground lighting cable, according to the applicable provisions of standard spec 204 and 655, and as provided in the plans and miscellaneous quantities.

B (Vacant)

C Construction

Before salvaging, inspect the pole prior to removing from the existing base, and inform the engineer of any items of concern or potential problems that may interfere with the reuse of the pole, arm, or luminaire.

Disconnect the lighting cable, and store the salvaged lighting equipment in a secure location as directed by the engineer for pickup by the City of Janesville.

Reinstall the underground lighting cable within the newly constructed concrete bases as shown on the plans. Furnish and install additional lighting cable and conduit as necessary to restore functionality. Restore functionality to the existing City of Janesville street lighting circuit.

5350-02-72, 5350-02-74 37 of 58

D Measurement

The department will measure Removing, Salvaging, & Reinstalling Lighting Cable by each unit acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.207 Removing, Salvaging, & Reinstalling Lighting Cable EACH

Payment is full compensation for removing lighting equipment, storing salvaged items on site, and reinstalling underground lighting cable to original functionality.

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

41. Discontinue Existing Vault In Place, Item SPV.0060.301; Hydrant and Hydrant Valve Removal, Item SPV.0060.302; Discontinue Existing Curb Stop/Water Service In Place, Item SPV.0060.311.

A Description

A.1 General

This special provision describes discontinuing existing curb stops, water services, and existing vaults all in place and hydrant removal as shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

Do not backfill any completed water distribution system improvements without inspection by and approval of the engineer.

A.3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24-hour advanced notice for system operations.

Notify in writing all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e. following a water shut-off). Once the water main has been flushed, fill a white bucket with water from the nearest hydrant to the project location. The engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, continue flushing the water main until a clear water sample is obtained and approved by engineer.

A.4 Submittals

Any materials, items, processes, etc. requiring submittals for engineer's review and approval shall be submitted a minimum of 1 week prior to incorporating into the contract work.

B Materials

Imported Trench Backfill (also defined as Granular Backfill) shall meet standard spec 313.2.

C Construction

Discontinue Existing Curb Stop/Water Service in Place, Discontinue Existing Vault in Place and Hydrant Removal shall be completed in conformance with Chapter 4.14.0 SSSW.

Discontinue Existing Vault in Place shall include removal of the existing vault in its entirety. The existing valve shall either be removed completely or if left in place shall have the valve closed and the top nut cut off.

Discontinue Existing Curb Stop/Water Service in Place shall include contractor confirming said existing water service is inactive and remove completely the existing curb stop box.

5350-02-72, 5350-02-74 38 of 58

Hydrant Removal shall also include completely removing the hydrant up to the auxiliary valve, remove completely the valve box, and completely close the auxiliary valve and abandon auxiliary valve associated with said hydrant being removed in place.

Granular Backfill shall be compacted according to SSSW Section 2.6.14(b); however, all backfill material shall be compacted in 12 inch (loose) lifts. Furthermore, compaction of Granular Backfill shall meet 95% Modified Proctor density within 3 vertical feet of pavement subgrade and 90% Modified Proctor density from 1 vertical foot over the pipe to within 3 vertical feet of pavement subgrade.

D Measurement

The department will measure Discontinue Existing Vault In Place, Hydrant and Hydrant Valve Removal, and Discontinue Existing Curb Stop/Water Service In Place as each individual discontinuation or removal, 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.0060.301	Discontinue Existing Vault In Place	EACH
SPV.0060.302	Hydrant and Hydrant Valve Removal	EACH
SPV.0060.311	Discontinue Existing Curb Stop/Water Service In Place	EACH

Payment is full compensation for providing all labor, equipment, materials, fittings, and accessories required; for furnishing all excavating; for sheeting, shoring, and dewatering; for removal and or abandonment and or disposal of curb stops, water services, vaults, hydrants, and hydrant valves; for sealing, bulkheading, backfilling all existing vaults, water main, services or curb stops; for removing and disposing of hydrants and all applicable materials associated with the work; providing and furnishing granular backfill material; for removing sheeting and shoring; for cleaning out the work site.

42. Water Main Offset (Undistributed), Item SPV.0060.303;

12" Dia. Water Main (Horizontal Auger Boring), Item SPV.0090.301; 6" Dia. Water Main (Granular Backfill), Item SPV.0090.302; 8" Dia. Water Main (Granular Backfill), Item SPV.0090.303; 12" Dia. Water Main (Granular Backfill), Item SPV.0090.304.

A Description

A.1 General

This special provision describes the discontinuing (abandonment) of various sized existing water main and hydrant leads and providing and installing water main as shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

Do not backfill any completed water distribution system improvements without inspection by and approval of the engineer.

A.3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24-hour advanced notice for system operations.

Notify in writing all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e., following a water shut-off). Once the water main has been flushed, fill a white bucket with water from the nearest hydrant to the project location. The engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, continue flushing the water main until a clear water sample is obtained and approved by engineer.

5350-02-72, 5350-02-74 39 of 58

A.4 Submittals

Any materials, items, processes, etc. requiring submittals for engineer's review and approval shall be submitted a minimum of 1 week prior to incorporating into the contract work.

B Materials

B.1 Ductile Iron Pipe

Refer to Standard Specifications for Sewer and Water Construction in Wisconsin, Chapter 8.18.0 and 8.22.0.

All ductile iron pipe shall be Special Thickness Class 52 and be domestically manufactured. Pipe shall be lined with cement-mortar lining according to the lining options provided in AWWA C104.

Joints shall have compression push-on rubber gaskets conforming to AWWA C111. Unless otherwise specified gasket material shall be standard styrene butadiene copolymer (SBR.) Where specified, Fluorocarbon gaskets shall conform to with meeting or exceeding NR 811.69.(5)(b)4. Locking gasketed joints shall be Field Lok 350 or approved equal as shown on the detail.

Polyethylene wrap shall be used in conformance with Standard Specifications for Sewer and Water Construction in Wisconsin, Chapter 8.21.0 for all ductile iron pipe installations throughout the project, inclusive of hydrant leads.

Fluorocarbon gaskets in conformance with meeting or exceeding NR 811.69.(5)(b)4 shall be used between the following station ranges (water main stationing):

Center Avenue: Station 200+78 through Station 204+20 W. Court Street: Station 213+11 through Station 214+69 W. Court Street: Station 240+40 through Station 242+57 W. Milwaukee Street: Station 230+50 through Station 231+72

All hydrant leads (6-inch Water Main) within contaminated areas, specifically Hydrants: H-1100 and H-1200.

Cut-off walls used as an impermeable barrier covering the entire cross-section of the trench conforming to NR 811.73(2) (b) of the Wisconsin Administrative Code as specified on the plans consisting of bentonite chips and styrofoam insulation form at the following minimum locations are required (water main Stationing):

Center Avenue: Station 200+80 and Station 203+75
W. Court Street: Station 213+11 and Station 242+22
W. Milwaukee Street: Station 230+53 and Station 231+72

Fittings shall be ductile iron according to AWWA C110 or AWWA C153, latest revisions, with mechanical restrained joints and be domestically manufactured.

Fittings, sizes 4" - 24", with restrained push-on or restrained mechanical joint, shall be rated for 350 psi working pressure. Fittings, sizes 30" - 64", with restrained push-on or restrained mechanical joint, shall be rated for 250 psi working pressure.

Fittings shall be internally lined with cement mortar according to AWWA C104. The lining thicknesses shall be equal to or greater than those for comparable size pipe.

Mechanical restrained joints shall be either EBAA Megalug Series 1100 (black) or Ford UFR1400. Hardware for the mechanical restrained joints shall be Cor-Blue.

All joints, fittings, etc. shall be equipped to provide electric continuity. Copper straps to provide continuity between pipes shall be installed by the pipe manufacturer, except as allowed by the engineer.

B.3 Bedding and Backfill Materials

Bedding Materials shall meet SSSW, Section 8.43.2.

Imported Trench Backfill (also defined as Granular Backfill) shall meet standard spec 313.2.

B.4 Tapping Sleeves

Tapping sleeves shall be of the MJ outlet type designed for attachment of the flanged inlet of a tapping valve. Sleeve body shall be all stainless steel. Sleeve shall be rated for 150 psi working pressure. Tapping sleeve shall be Smith-Blair 663 or approved equal.

5350-02-72, 5350-02-74 40 of 58

B.5 Thrust Blocking

Thrust blocking shall be concrete blocks or cast-in-place concrete. All cast-in-place concrete shall be Grade A according to standard spec 601.

B.6 Insulation

Insulation shall be closed-cell extruded rigid Styrofoam boards (blue boards) with a minimum thickness of 2 inches. Insulation width shall be 4 feet wide and a minimum length of 8 feet centered over the water main pipe. Additional length or thickness of insulation may be required by the engineer.

B.7 Tracer Wire

Not required.

B.8 Tracer Wire Access Boxes

Not required.

B.9 Horizontal Auger Boring

B.9.1 Casing Pipe

Casing pipe for horizontal auger boring shall be ASTM A-53, Grade B, welded steel pipe with a minimum yield strength of 35,000 psi and thickness of not less than 0.406" (for 24" dia. casing pipe).

The casing pipe shall be new pipe with smooth surfaces free of bulges, dents, or warping. Casing pipe lengths shall be as long as practical for site conditions to minimize the number of joints.

B.9.2 Centering Devices

Centering devices shall be Cascade or Advance stainless steel casing spacers or approved equal.

Centering devices shall be designed to support the full weight of the carrier pipe full of water without imparting excessive point loading to the carrier pipe wall as determined by the pipe manufacturer. Centering devices shall be placed, as a minimum, three per pipe length, one at each end approximately one foot from the joint and at the mid-point of the pipe length. Additional casing spacers may be required to support the weight of the loaded pipe as stated above. Two additional spacers shall be placed approximately 1 foot apart and one foot inside each end of the casing pipe.

Prior to construction, the contractor shall provide three copies of shop drawings and calculations indicating the design loading, circumferential spacing and longitudinal spacing. The calculations shall include a safety factor of not less than two.

B.9.3 Cellular Concrete (Grout)

The annular space between the casing and carrier pipes shall be filled with concrete consisting of water, Portland cement, fly ash, and sound fine or coarse aggregate or both. The mix design shall allow adequate flowability without segregation of aggregates. The mixed material shall have an unconfined compressive strength of 300 psi. The mixed material shall develop 50 psi in approximately one hour.

B.9.4 Modular Mechanical Seals

Are not required or allowed on this project.

C Construction

C.1 General

Refer to Standard Specifications for Sewer and Water Construction in Wisconsin, Parts II and IV. Mechanical Restrained Joints shall be installed at all fittings according to manufacturer's specifications.

All existing sewers (sanitary, storm, mains and laterals) shall be protected from and during the installation of the proposed water main. The contractor shall provide the engineer with a written plan detailing the manner(s) in which the existing sewers are protected during construction.

C.2 Water Main Discontinued in Place

Discontinue (abandon) the water main in place in conformance with Chapter 4.14.0 SSSW at locations shown on the plans. For existing water main located within railroad right-of-way, see special provision Water Main Discontinued in Place – Railroad.

5350-02-72, 5350-02-74 41 of 58

C.3 Concrete Blocking

Concrete blocking shall be used in lieu of hardwood blocking. If concrete is cast in place, it shall be according to standard spec 415 and 501. Curing compounds will not be required.

C.4 Bedding and Backfill Materials

Bedding material shall be used according to the specifications that correspond to the application or contract bid item it is associated with.

Granular Backfill shall be compacted according to SSSW Section 2.6.14(b); however, all backfill material shall be compacted in 12 inch (loose) lifts. Furthermore, compaction of Granular Backfill shall meet 95% Modified Proctor density within 3 vertical feet of pavement subgrade and 90% Modified Proctor density from 1 vertical foot over the pipe to within 3 vertical feet of pavement subgrade.

C.5 Insulation

Insulation shall be placed above the water main where less than 5.5 feet of cover can be achieved. Insulation shall also be placed at storm sewer crossings where the storm sewer passes over the water main. At such crossings, the insulation should be placed between the water main and storm sewer. Insulation shall be placed 6 inches above the top of the water main pipe.

C.6 Electrical Continuity

Contractor shall ensure electrical continuity, for all ductile iron pipe (including from the ductile iron pipe to the steel casing pipe used in the horizontal auger boring). When CAD welding of copper straps is allowed by engineer, a protective coating (anti-corrosion spray) shall be applied to the exposed area per manufacturer recommendations. Additionally, the contractor must assure continuity between sleeved connections to existing/new mains (in same configuration as standard pipe joints), and the engineer must approve continuity on all sleeved connections. The continuity of the new main must be tested according to Continuity Testing of these Specifications.

C.7 Water Main Offset

Refer to Standard Specifications for Sewer and Water Construction in Wisconsin, Section 4.10 and Detail as shown in the plans.

Use fittings to deflect the watermain below an existing underground pipe to provide adequate vertical separation. These offsets will achieve a minimum 18" vertical separation between the conflicting pipe and underlying new mains.

Any offset that can be made without fittings (i.e., joint deflections) will not be defined as a vertical offset.

C.8Testing

The contractor shall develop a testing plan for each location, as determined by the engineer, of new main required to be tested.

C.9 Hydrostatic Testing

The contractor shall perform hydrostatic testing on all new and replacement mains under supervision of the engineer. Where a new main will be connected to an existing main, it may be necessary for the contractor to install a temporary plug or blow-off in the new main for testing purposes. After the specified hydrostatic testing is completed, actual connection to the existing main shall be made.

A pressure test shall be conducted on all new and replacement mains. A stable pressure of 150 psi must be achieved in the main before the test begins. The test shall be run for a duration of two hours, and the pressure must be maintained within ± 2 psi of the starting pressure. If these requirements are met, the water main will have passed the pressure test.

Alternatively, if allowed by the engineer, the contractor may add water to the system during a 2-hour leakage test. The rate at which water is added to maintain a pressure of 150 psi must not exceed the allowable leakage as calculated in the below equation. The contractor must clearly demonstrate to the engineer the volume of water added to the system over the duration of the test. If the leakage experienced during the test is less than the allowable leakage, the water main will have passed the leakage test.

$$L = \frac{SD\sqrt{P}}{148,000}$$

5350-02-72, 5350-02-74 42 of 58

Where:

L = allowable leakage, in gallons per hour S = length of pipe tested, in feet

D = nominal diameter of the pipe, in inches

P = average test pressure during the test, in pounds per square inch

Should any test section fail to pass the pressure test or leakage test (if allowed), the contractor shall immediately make the necessary repairs at its own expense.

The water main must pass the hydrostatic test before a bacteriological test may be performed.

C.10 Bacteriological Testing

Testing requirements shall be according to Standard Specifications for Sewer and Water Construction in Wisconsin, Chapter 4.16.0.

Additionally: Sets of samples shall be collected every 1,200 feet of new pipe installed, at dead-ends, and from each pipe branch greater than one pipe length according to AWWA C651-14.

Samples may be taken by Water Utility Staff Monday-Thursday from 7:30 AM – 2:30 PM to allow for testing 24 hours after sampling.

C.11 Chlorine Residual Testing

Any water blown-off shall be according to WDNR WPDES General Permit No. WI- 0057681-04 – Hydrostatic Test Water and Water Supply System Water.

C.12 Continuity Testing

All new and replacement water main will be subject to a continuity test under supervision of the engineer. The new pipe may be divided into test sections as deemed appropriate by the engineer, and each section shall be subjected to 400 amps DC for 15 minutes. The contractor shall ensure that the new water main can be located along its entire length and at connections with existing pipes in the system.

All equipment necessary to perform the test shall be provided by the contractor at no additional cost to the owner. The contractor shall take whatever precautions deemed necessary such as filling the water main with water prior to testing to protect the gaskets and building the amperage up slowing while watching the ammeter. If the water main fails the continuity test, the contractor shall make the necessary repairs at its own expense.

C.13 Utility Line Opening (ULO's)

Utility Line Openings required for the construction of the water main components as specified in SPV.0060.101 prior to encountering an existing sanitary sewer lateral. Contractor shall adjust the watermain profile to avoid the existing sanitary sewer lateral, with engineer approval. In the event the watermain profile cannot be adjusted, the existing sanitary sewer lateral shall be re-laid according to the plan details.

C.14 Horizontal Auger Boring

C.14.1 General

Horizontal auger boring is the "bore-and-jack" method of installing a carrier pipe with a casing pipe. Horizontal auger boring shall be according to Chapters 4.13.0 and 6.2.0 and File No. 49 of the SSSW, as amended herein. The diameter of borings shall be no greater than the outside diameter of the bell of the carrier pipe or casing plus 2 inches. Voids occurring between the casing pipe and the undisturbed natural soil shall be backfilled with a pea gravel/water slurry or other approved non-cementious material.

Where indicated on the Construction Plans, the contractor shall construct the water main by horizontal auger boring methods. Unless approved by the engineer, the boring work shall be continuous until the casing pipe is in final position.

Approximate bore pit locations are shown on the Construction Plans. Upon approval of the engineer, the size and location of the bore pits may be slightly modified by the contractor taking into account permit requirements, safety, and protection of public and private property.

The boring pit(s) shall be excavated and sheeted, braced, and/or shored as necessary to protect all private and public property.

5350-02-72, 5350-02-74 43 of 58

The boring shall be completed in a manner to avoid the creation of any voids around the casing pipe. The use of water to aid in the removal of materials from the boring is prohibited. The contractor shall complete the boring work regardless of soil types/objects encountered and removal of obstructions to allow for completion of the work shall be incidental.

Joints between sections of casing pipe shall be completely welded the full circumference according to AWS recommendations. The casing pipe shall be adequately protected to prevent damage during jacking. If the casing pipe is damaged, the damaged portion shall be replaced.

Conform to the approved permits for UPRR and WSORR, including to but not limited to: submitting all required documents, track monitoring, flagging & observation by specific railroad staff, ground monitoring, and railroad utility locates for signal cables and telecom or other railroad specific utilities.

C.14.2 Subsurface Conditions

It is the contractor's responsibility to familiarize themself with subsurface conditions at the site of horizontal auger boring work and the contractor shall be responsible for complete and accurate installation regardless of the subsurface conditions encountered.

C.14.3 Alignment

The contractor shall be responsible for maintaining proper line and grade of the boring or casing pipe and shall check the alignment during horizontal auger boring operations at intervals they feel are necessary to maintain the proper alignment. The pipe or casing shall be installed at a positive or negative grade as indicated on the Construction Plans with no intermediate high or low points. Misalignment of the bore or casing pipe shall be corrected at the contractor's expense.

Pipe or casing shall be installed by horizontal auger boring at the grade shown on the Construction Plans. Final alignment of the pipe or casing shall be within 3 inches of line and grade.

The grade of the pipe, including both end elevations, will be checked by the engineer upon completion of horizontal auger boring operations and prior to backfilling of the bore pits. The contractor shall expose both ends of the pipe and shall provide any assistance required by the engineer when checking grade. The contractor shall provide the engineer with at least 24 hours advance notice when requesting alignment checks.

Vertical alignment of the completed bore shall be within 4 inches of grade and shall provide a continuous positive lateral grade.

C.14.4 Inserting Carrier Pipe

The City of Janesville reserves the right to televise casing prior to insertion of the carrier pipe.

The carrier pipe (12" dia. water main pipe) installed within casing pipe shall rest on centering devices securely fastened to the pipe to prevent slipping or twisting as the carrier pipe is inserted into the casing pipe. If metal strapping is used, it shall be grade 316 stainless steel and shall be positioned and secured so it cannot come into contact with the casing pipe.

Upon completion of the insertion of the carrier pipe within the casing (inclusive of all required testing), the annular space between the casing and carrier pipes shall be filled with Cellular Concrete (Grout).

Upon completion of the insertion of the carrier pipe within the casing and filling the annular space with Cellular Concrete (Grout), the ends of the casing shall not be sealed.

D Measurement

The department will measure each Water Main Offset (Undistributed) acceptably completed, which is further defined as for pipe greater than 4" in diameter, and to a length of 2-foot minimum measured along the pipe centerline each side of the subsurface structure.

The department will measure 6" Dia. Water Main (Granular Backfill), 8" Dia. Water Main (Granular Backfill), 12" Dia. Water Main (Granular Backfill), and 12" Dia. Water Main (Horizontal Auger Boring) by the linear foot acceptably completed. This measurement equals the distance along the centerline of the pipe (including fittings and valves), from center to center of end structures or from center of end structure to the terminus of new pipe where no structure exists. Discontinuing (abandonment) of existing water main is included in these items as shown on the plans and as necessary to complete the project.

5350-02-72, 5350-02-74 44 of 58

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.303	Water Main Offset (Undistributed)	EACH
SPV.0090.301	12" Dia. Water Main (Horizontal Auger Boring)	LF
SPV.0090.302	6" Dia. Water Main (Granular Backfill)	LF
SPV.0090.303	8" Dia. Water Main (Granular Backfill)	LF
SPV.0090.304	12" Dia. Water Main (Granular Backfill)	LF

Payment is full compensation for all required materials and construction processes associated with the bid items Water Main Offset (Undistributed), 6" Dia. Water Main (Granular Backfill), 8" Dia. Water Main (Granular Backfill), and 12" Dia. Water Main (Granular Backfill); providing, installing, and/or completing all labor, equipment, materials, fittings, joint restraint, disinfection, flushing, testing, concrete buttresses, relaying existing sanitary sewer lateral and connection to the existing main; insulation, electrical continuity and testing and accessories required; for furnishing all excavating; for sheeting, shoring, and dewatering; for discontinuing, abandoning, and/or disposal of existing water main, water main fittings, gaskets as specified, and appurtenances; for installing, connecting, backfilling; providing and installing/placing/compacting bedding, granular backfill material, and cut-off walls as specified; for removing sheeting and shoring; for compliance with Wisconsin Department of Natural Resources permit W-2024-0521; and for cleaning out the work site.

Payment is full compensation for all required materials and construction processes associated with the bid item 12" Dia. Water Main (Horizontal Auger Boring); providing, installing, and/or completing all labor, equipment, materials, fittings, joint restraint, disinfection, flushing, testing, concrete buttresses; complete steel casing pipe installation including, but not limited to, all: excavation, sheeting, shoring, and/or dewatering of bore pits; for discontinuing, abandoning, and/or disposal of existing water main; furnishing of all steel pipe and joint materials; installation of steel casing pipe by means of horizontal auger boring ("bore-and-jack") and void filling between existing ground and casing pipe; furnishing and installing of centering devices; installation of carrier pipe, fittings, and gaskets as specified for 12" dia. water main pipe inside of steel casing pipe; furnishing and placing of Cellular Concrete (Grout) in the annular space between the 24" dia. steel casing pipe and the 12" dia. water main pipe; furnishing; water main connections; insulation, electrical continuity and testing and accessories required; for furnishing all excavating; for sheeting, shoring, and dewatering; for discontinuing, abandoning, and/or disposal of existing water main; for installing, connecting, backfilling; providing and installing/placing/compacting bedding, granular backfill material, and cut-off walls as specified; for removing sheeting and shoring; for compliance with Wisconsin Department of Natural Resources permit W-2024-0521; for cleaning out the work site and furnishing and removal all incidentals necessary to complete the work and for submitting all required documents, track and ground monitoring, and conformance with all requirements of the Union Pacific Railroad and Wisconsin & Southern Railroad obtained permits.

43. 6" Gate Valve & Box, Item SPV.0060.304; 8" Gate Valve & Box, Item SPV.0060.305; 12" Gate Valve & Box, Item SPV.0060.306.

A Description

A.1 General

This special provision describes the providing and installing of various sized gate valves as shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

The contractor shall not backfill any completed water distribution system improvements without inspection by and approval of the engineer. The engineer shall complete inspections in a timely manner.

A.3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24-hour advanced notice for system operations.

5350-02-72, 5350-02-74 45 of 58

The contractor is responsible for notifying (in writing) all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e., following a water shut-off). Once the water main has been flushed, the contractor will fill a white bucket with water from the nearest hydrant to the project location. The contractor and engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, the contractor shall continue flushing the water main until a clear water sample is obtained and approved by engineer.

A.4 Submittals

Any materials, items, processes, etc. requiring submittals for engineer's review and approval shall be submitted, to engineer, by the contractor a minimum of one week prior to the contractor incorporating into the contract work.

B Materials

B.1 Valve Boxes

Valve boxes shall be Tyler Union Model 6860 or East Jordan Model 8560, with a 26T top, 36B bottom, #6 base, and a #58 (14") or #59 (18") extension depending on depth of the water main. The top lid should have the word "Water" casted into it. All valve boxes shall have an asphaltic bituminous coating and be made in the USA.

Gate valve box adaptor shall include a powder coated steel frame with a rubber gasket attached to the bottom of the frame as manufactured by Adaptor, Inc. or approved equal. Use appropriate gate valve box adaptor based on the size of the valve.

B.2 Valves

All valves shall be manufactured by the Mueller Company. Valves shall have non-rising (NR) valve stems with a two (2) inch square wrench nut complying with AWWA C509/C515. The ends of valves shall have D-150 mechanical joints (MJ x MJ ends). All valves (including joints) shall have stainless steel (Type 304) bolts and open left.

Gate valves shall be Series 2361 or Series 2362 and shall be used for pipe diameters of 4" to 12".

Butterfly valves shall be Linseal Series, Class 150B and shall be used for pipe diameters of 16" or larger.

For tap valve installations, the tapping sleeves shall be of the MJ outlet type designed for attachment of the flanged inlet of a tapping valve. Sleeve body shall be all stainless steel. Sleeve shall be rated for 150 psi working pressure. Tapping sleeve shall be Smith-Blair 663 or approved equal.

B.3 Bedding and Backfill Materials

Bedding Materials shall meet SSSW, Section 8.43.2.

Imported Trench Backfill (also defined as Granular Backfill) shall meet standard spec 313.2.

C Construction

C.1 General

Refer to the Water Valve and Valve Box Detail as shown in the plans.

C.2 Valve Boxes

Install gate valve boxes and valve box adaptors at valves with pipe diameters less than 16".

Valve box shall be free of debris, plumb, and centered over the valve so the valve wrench can access the top operating nut. The valve wrench shall not touch sides of the valve box when operating. Contractor to coordinate walk-through with engineer to demonstrate that the valve box is plumb and free of debris.

After placement of the valve box, install plastic over the top section and place the lid to keep debris out of the valve box during construction. Remove plastic upon completion of construction.

C.3 Valves

Refer to SSSW Chapter 4.8.0. and place all valves on an 8"x8"x16" solid concrete block.

5350-02-72, 5350-02-74 46 of 58

C.4 Bedding and Backfill Materials

Bedding material shall be used according to the specifications that correspond to the application or contract bid item it is associated with.

Granular Backfill shall be compacted according to SSSW Section 2.6.14(b); however, all backfill material shall be compacted in 12 inch (loose) lifts. Furthermore compaction of Granular Backfill shall meet 95% Modified Proctor density within 3 vertical feet of pavement subgrade and 90% Modified Proctor density from 1 vertical foot over the pipe to within 3 vertical feet of pavement subgrade.

D Measurement

The department will measure each individual 6" Gate Valve & Box, 8" Gate Valve & Box, and 12" Gate Valve & Box, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.304	6" Gate Valve & Box	EACH
SPV.0060.305	8" Gate Valve & Box	EACH
SPV.0060.306	12" Gate Valve & Box	EACH

Payment is full compensation for all required materials and construction processes associated with these bid items; providing all labor, equipment, materials, fittings, and accessories required; for furnishing all excavating; for sheeting, shoring, and dewatering; for installing, connecting, backfilling; providing and installing/placing/compacting bedding and granular backfill material; for adjustment of valve box to final grade; for removing sheeting and shoring; and for cleaning out the work site.

44. Hydrant, Item SPV.0060.307.

A Description

A.1 General

This special provision describes the providing and installing of hydrants as shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

The contractor shall not backfill any completed water distribution system improvements without inspection by and approval of the engineer. The engineer shall complete inspections in a timely manner.

A.3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24-hour advanced notice for system operations.

The contractor is responsible for notifying (in writing) all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e., following a water shut-off). Once the water main has been flushed, the contractor will fill a white bucket with water from the nearest hydrant to the project location. The contractor and engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, the contractor shall continue flushing the water main until a clear water sample is obtained and approved by engineer.

A.4 Submittals

Any materials, items, processes, etc. requiring submittals for engineer's review and approval shall be submitted, to engineer, by the contractor a minimum of one week prior to the contractor incorporating into the contract work.

5350-02-72, 5350-02-74 47 of 58

B Materials

B.1 Hydrants

Hydrants shall be manufactured by the Waterous Company and shall be Model No. WB67-250 – Classic Pacer. Hydrants shall be yellow-coated; open left; and consist of two – 2 $\frac{1}{2}$ " National Standard Thread (NST) hose connections, one – 4 $\frac{1}{2}$ " NST pumper connection, #3A operating nuts, a 16" break off section, and a 6" plain end with integral MJ gland connection. Bury depth shall be 7 feet.

The hydrant manufacturer shall internally plug drain ports (weep holes) for those hydrants listed on the plans: H-1100 and H-1200.

The contractor shall provide/furnish and install hydrant "No Drain" tags for those hydrants which have plugged drain ports. See plan details.

B.2 Hydrant Leads

Hydrant leads shall be ductile iron.

B.3 Vertical Extensions

Vertical extensions to the hydrant shall be K 434 Standpipe Extension Kit for the Waterous Pacer Hydrants, supplied and installed according to the manufacturer's requirements.

B.4 Bedding and Backfill Materials

Bedding Materials shall meet SSSW, Section 8.43.2.

Imported Trench Backfill (also defined as Granular Backfill) shall meet standard spec 313.2.

C Construction

C.1 General

Refer to Standard Specifications for Sewer and Water Construction in Wisconsin, Chapter 4.8.0. Refer to Hydrant Detail as shown in the plans. Hydrant leads shall be free of joints for lengths less than sixteen (16) feet. If joints are required in the hydrant lead, as allowed by the engineer, then the joint(s) before the hydrant shall be restrained mechanical joint(s).

If vertical adjustments to the hydrant are required, as directed by the engineer, the contractor shall supply and install the specified materials according to manufacturer's directions.

The contractor shall note that any damage to hydrant surfaces will require surface restoration according to manufacturer's specifications.

Install "No Drain" tags on hydrants which have plugged drain ports.

C.2 Bedding and Backfill Materials

Bedding material shall be used according to the specifications that correspond to the application or contract bid item it is associated with.

Granular Backfill shall be compacted according to SSSW Section 2.6.14(b); however, all backfill material shall be compacted in 12 inch (loose) lifts. Furthermore compaction of Granular Backfill shall meet 95% Modified Proctor density within 3 vertical feet of pavement subgrade and 90% Modified Proctor density from 1 vertical foot over the pipe to within 3 vertical feet of pavement subgrade.

D Measurement

The department will measure each individual Hydrant, 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.0060.307 Hydrant EACH

Payment is full compensation for all required materials and construction processes associated with these bid items; providing all labor, equipment, materials, fittings, and accessories required including hydrant "No Drain" tags; for furnishing all excavating; for sheeting, shoring, and dewatering; for installing, connecting, backfilling; providing and installing/placing/compacting granular bedding and backfill material; for removing sheeting and shoring; and for cleaning out the work site.

5350-02-72, 5350-02-74 48 of 58

45. 3/4" Curb Stop and Box, Item SPV.0060.308.

A Description

A.1 General

This special provision describes the providing and installing curb stops and boxes shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

The contractor shall not backfill any completed water distribution system improvements without inspection by and approval of the engineer. The engineer shall complete inspections in a timely manner.

A. 3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24- hour advanced notice for system operations.

The contractor is responsible for notifying (in writing) all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e. following a water shut-off). Once the water main has been flushed, the contractor will fill a white bucket with water from the nearest hydrant to the project location. The contractor and engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, the contractor shall continue flushing the water main until a clear water sample is obtained and approved by engineer.

A.4 Submittals

Any materials, items, processes, etc. requiring submittals for engineer's review and approval shall be submitted, to engineer, by the contractor a minimum of one week prior to the contractor incorporating into the contract work.

B Materials

B.1 General

Refer to Standard Specifications for Sewer and Water Construction in Wisconsin, Chapter 8.24.0.

B.2 Fittings

Curb Stops shall be manufactured by Mueller Company and shall be Part Number P- 25155N.

Stop Boxes shall be manufactured by Mueller Company and shall be Part Number H- 10300.

B.3 Bedding and Backfill Materials

Bedding Materials shall meet SSSW, Section 8.43.2.

Imported Trench Backfill (also defined as Granular Backfill) shall meet standard spec 313.2.

C Construction

C.1 General

Refer to Standard Specifications for Sewer and Water Construction in Wisconsin, Part V.

C.2 Bedding and Backfill Materials

Bedding material shall be used according to the specifications that correspond to the application or contract bid item it is associated with.

Granular Backfill shall be compacted according to SSSW Section 2.6.14(b); however, all backfill material shall be compacted in 12 inch (loose) lifts. Furthermore compaction of Granular Backfill shall meet 95% Modified Proctor density within 3 vertical feet of pavement subgrade and 90% Modified Proctor density from 1 vertical foot over the pipe to within 3 vertical feet of pavement subgrade.

5350-02-72, 5350-02-74 49 of 58

D Measurement

The department will measure 3/4" Curb Stop and Box as each curb stop, acceptably completed. Discontinuing (abandonment) and/or removal and disposal of existing curb stop is included in these items as shown on the plans and as necessary to complete the project.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.3083/4" Curb Stop and BoxEACH

Payment is full compensation for all required materials and construction processes associated with these bid items; providing, installing, and/or completing all labor, equipment, materials, fittings, flushing, testing, tracer wire and testing and accessories required; for furnishing all excavating; for sheeting, shoring, and dewatering; for discontinuing and/or removing and disposal of existing curb stop; for installing, connecting, backfilling; providing and installing/placing/compacting bedding and granular backfill material; for removing sheeting and shoring; and for cleaning out the work site.

46. Water Service Exploration, Item SPV.0060.309.

A Description

A.1 General

This special provision describes the excavating to determine the material of the existing water service as shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

The contractor shall not backfill any completed water distribution system improvements without inspection by and approval of the engineer. The engineer shall complete inspections in a timely manner.

A. 3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24- hour advanced notice for system operations.

The contractor is responsible for notifying (in writing) all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e., following a water shut-off). Once the water main has been flushed, the contractor will fill a white bucket with water from the nearest hydrant to the project location. The contractor and engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, the contractor shall continue flushing the water main until a clear water sample is obtained and approved by engineer.

B Materials

B.1 Backfill Materials

Imported Trench Backfill (also defined as Granular Backfill) shall meet standard spec 313.2.

C Construction

Refer to Standard Specifications for Sewer and Water Construction in Wisconsin, Part V.

Based on the best available data, water service materials are not known for all services within the project. As such the Contractor shall excavate down to the existing service connection at the existing water main and at the existing curb stop to determine the material for the individual service as well as if the lateral is active or not. In the event the existing material of the water service is not copper at either the water main or the curb stop and the water service is active, then the water service from the proposed main to the curb stop shall be replaced utilizing the bid item for 3/4" Water Service and the curb stop and box shall be replaced utilizing bid item for 3/4" Curb Stop and Box. In the event the existing material is copper and

5350-02-72, 5350-02-74 50 of 58

active, then the existing curb stop shall be adjusted to final grade and the excavation shall be backfilled and compacted. In the event the lateral is not active and based upon engineer approval, abandoned the water service in place utilizing the bid item for Discontinue Existing Curb Stop/Water Service in Place. Provide proof of the water service material type and status (active or not) to the engineer prior to backfilling the excavation.

Granular Backfill shall be compacted according to SSSW Section 2.6.14(b); however, all backfill material shall be compacted in 12 inch (loose) lifts. Furthermore compaction of Granular Backfill shall meet 95% Modified Proctor density within 3 vertical feet of pavement subgrade and 90% Modified Proctor density from 1 vertical foot over the pipe to within 3 vertical feet of pavement subgrade.

D Measurement

The department will measure each Water Service Exploration at each location (existing curb stop and existing water main is two), acceptably completed, not one per water service.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.309Water Service ExplorationEACH

Payment is full compensation for excavating; for sheeting, shoring, and dewatering; for installing, connecting, backfilling; providing and installing/placing/compacting granular backfill material; for removing sheeting and shoring; and for cleaning out the work site.

47. Construction Staking Water Main, Item SPV.0060.310.

A Description

Perform work according to the applicable provisions of standard spec 650.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate stakes to within 0.02 feet of the true horizontal position at 50-foot intervals along the water main, and to establish the grade elevations within 0.01 feet of the true vertical position.

Place additional stakes as necessary to provide staking information at critical areas such as vertical and horizontal bends, tees, valves, hydrants, water services locations, and at intersecting storm sewer and/or sanitary sewer mains along the water main and lateral locations.

Determine offsets in conjunction with contractor requirements.

Provide cut sheets to the engineer and City of Janesville for elevation reference.

D Measurement

The department will measure Construction Staking Water Main as an each for the project, 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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.310 Construction Staking Water Main EACH

Payment is full compensation for locating and setting all construction stakes and providing cut sheet information; and for relocating and resetting damaged or missing construction stakes.

5350-02-72, 5350-02-74 51 of 58

48. Concrete Curb & Gutter 18-Inch Type K, Item SPV.0090.101; Concrete Curb & Gutter 18-Inch Type L, Item SPV.0090.102.

Provide concrete curb & gutter and concrete curb according to standard spec 601 and the details shown in the plans.

49. Tree Root Sawing, Item SPV.0090.103.

A Description

This special provision describes sawing tree root systems.

B Materials (Vacant)

C Construction

Protect existing trees located adjacent to new and replacement sidewalk and curb and gutter areas. When excavating near trees do not rip or damage the root system with the excavation equipment.

Buttress roots shall be cut a distance from the tree trunk equal to three times the tree diameter. If the cut needs to be made closer than this distance, notify the engineer and the city.

Cut roots vertically and cleanly using a suitable saw to a minimum depth of 1 foot and a minimum of 1 foot outside of the excavation area where the tree is in close proximity to the curb or as directed by the engineer.

Cover the cut and exposed roots with wet burlap or other approved material.

If an Oak tree's roots or Elm tree's roots are being cut during the wilt season (April 1 to October 1 or once there have been 3 consecutive 50-degree days), paint all cut roots with approved tree wound paint.

D Measurement

The department will measure Tree Root Sawing by the linear foot, acceptably completed. Measurement will be the horizontal length of the cut through the root system.

E Payment

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

SPV.0090.103 Tree Root Sawing LF

Payment is full compensation for sawing and disposing of root systems.

50. Boring and Jacking Storm Sewer Pipe Smooth Steel 42-Inch, Item SPV.0090.104; Boring and Jacking Casing Pipe Smooth Steel 6-Inch, Item SPV.0090.201.

A Description

This special provision describes boring and jacking smooth steel pipe as shown on the plans and as herein provided. Jack and bore the pipe under the Union Pacific Railroad and the Wisconsin & Southern Railroad as shown on the plans and as directed by the engineer.

B Materials

Furnish smooth steel pipe conforming to ASTM A-53-B with minimum yield strength of 35,000 psi, cathodically protected, and according to UPRR standards. Provide pipe with a bituminous outside coating and a minimum wall thickness for E-80 loading as approved with the UPRR permit. Minimum pipe thickness shall be 3/16-inches for 6-inch pipe and 9/16-inches for 42-inch pipe.

C Construction

Conform to the approved permits for UPRR and WSORR, including, but not limited to, submitting all required documents, temporary shoring, track monitoring, and ground monitoring.

Bore and jack the pipe in place without disturbing the railroad tracks above the pipe or rail operations on the UPRR and WSORR. Conform to UPRR and WSORR flagging, temporary shoring, track monitoring, and ground monitoring requirements.

5350-02-72, 5350-02-74 52 of 58

Bore pits shall be located such that the nearest edge of the pit is at least 30 feet from the centerline of the nearest track. The receiving pits shall be located centrally between the UPRR and WSORR tracks and coincide with the location of manholes 89 and 90.

Begin pipe boring and jacking operations within two days after excavating the bore and/or receiving pits.

All construction methods including ordering pipe, excavating the bore and receiving pits, setting the horizontal boring machine, boring and jacking of pipe, and removal of the boring machine shall be done according to the manufacturer's specifications.

The contractor assumes all risk as to the nature and peculiarities of materials to be excavated and is, at the contractor's own expense, responsible for all pumping, sheathing, bracing, and other work necessary and required to construct, protect, and complete the work.

Take care to ensure that the developed thrust pressures do not disturb existing utilities in or around the bore pit area.

Dispose of all excess soil material according to the standard specifications.

Backfill the pits within two days after pipe jacking has been completed in conformance with the requirements of standard spec 608.3.5.

Restore areas outside of the roadbed disturbed by boring and jacking to their original condition after jacking is completed by grading, shaping, temporary seeding, and mulching.

D Measurement

The department will measure Boring and Jacking Storm Sewer Pipe Smooth Steel 42-Inch and Boring and Jacking Casing Pipe Smooth Steel 6-Inch 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	UN	IT
SPV.0090.104	Boring and Jacking Storm Sewer Pipe Smooth Steel 4	2-Inch LF	
SPV.0090.201	Boring and Jacking Casing Pipe Smooth Steel 6-Inch	LF	

Payment is full compensation for providing smooth steel pipe, for boring and jacking the smooth steel pipe, for providing boring and jacking equipment, excavation, sheeting, shoring, bracing, drainage, dewatering, concrete, grouting, safety devices, backfilling, disposing of excess materials, submitting all required documents, track and ground monitoring; and for conforming to all requirements of the permits obtained from Union Pacific Railroad and Wisconsin & Southern Railroad.

51. 3/4" Water Service, Item SPV.0090.305.

A Description

A.1 General

This special provision describes the providing and installing sized water services and associated fittings as shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

The contractor shall not backfill any completed water distribution system improvements without inspection by and approval of the engineer. The engineer shall complete inspections in a timely manner.

A.3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24-hour advanced notice for system operations.

The contractor is responsible for notifying (in writing) all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

5350-02-72, 5350-02-74 53 of 58

Water main flushing is required whenever the water main has been depressurized (i.e., following a water shut-off). Once the water main has been flushed, the contractor will fill a white bucket with water from the nearest hydrant to the project location. The contractor and engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, the contractor shall continue flushing the water main until a clear water sample is obtained and approved by engineer.

A.4 Submittals

Any materials, items, processes, etc. requiring submittals for engineer's review and approval shall be submitted, to engineer, by the contractor a minimum of one week prior to the contractor incorporating into the contract work.

B Materials

B.1 General

Refer to Standard Specifications for Sewer and Water Construction in Wisconsin, Chapter 8.24.0.

B.2 Service Pipe

For services up to and including 2 inches in diameter, Type K soft copper pipe shall be used. Polyethylene wrap shall be used in conformance with Standard Specifications for Sewer and Water Construction in Wisconsin, Chapter 8.21.0 for services within contaminated material. If contaminated material is not present, then polyethylene wrap is not required for services.

B.3 Fittings

Corporation Stops shall be manufactured by Mueller Company and shall be Part Number P-25008N or B-25008N.

B.4 Bedding and Backfill Materials

Bedding Materials shall meet SSSW, Section 8.43.2.

Imported Trench Backfill (also defined as Granular Backfill) shall meet standard spec 313.2.

C Construction

C.1 General

Refer to Standard Specifications for Sewer and Water Construction in Wisconsin, Part V.

All existing sewers (sanitary, storm, mains and laterals) shall be protected from and during the installation of the proposed water services. The contractor shall provide the engineer with a written plan detailing the manner(s) in which the existing sewers are protected during construction, regardless of installation technique.

C.2 Corporation Stops

All corporation stops shall be dry tapped and installed with the main line.

C.3 Existing Water Services

In the event the existing water service is in conflict with the proposed water main and or proposed water service installation, the contractor shall make efforts to expose the existing service and flex or bend said existing service as needed to install the proposed main and/or service. In the event the existing service is not able to be avoided, then a temporary water service shall be provided, such that the existing water lateral is not out of service during the proposed installation. These approaches are considered maintaining existing water service while under construction.

C.4 Bedding and Backfill Materials

Bedding material shall be used according to the specifications that correspond to the application or contract bid item it is associated with.

Granular Backfill shall be compacted according to SSSW Section 2.6.14(b); however, all backfill material shall be compacted in 12 inch (loose) lifts. Furthermore, compaction of Granular Backfill shall meet 95% Modified Proctor density within 3 vertical feet of pavement subgrade and 90% Modified Proctor density from 1 vertical foot over the pipe to within 3 vertical feet of pavement subgrade.

5350-02-72, 5350-02-74 54 of 58

D Measurement

The department will measure ¾" Water Service by the linear foot, acceptably completed. This measurement equals the distance along the centerline of the pipe, including fittings and valves (excepting curb stop and box), from center to center of end structures or from center of end structure to the terminus of new pipe where no structure exists. Discontinuing (abandonment) of existing water service is included in these items as shown on the plans and as necessary to complete the project.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0090.305

3/4" Water Service

Payment is full compensation for all required materials and construction processes associated with these bid items; providing, installing, and/or completing all labor, equipment, materials, fittings, joint restraint, flushing, testing, insulation, tracer wire and testing and accessories required; for furnishing all excavating; for sheeting, shoring, and dewatering; for discontinuing, abandoning, and/or disposal of existing water service, water service fittings, and appurtenances for installing, connecting, backfilling; providing and installing/placing/compacting bedding and granular backfill material; for removing sheeting and shoring; and for cleaning out the work site.

52. Management of Solid Waste, Item SPV.0195.101.

A Description

The department completed a review of environmental documents and databases for soil contamination at locations within this project where excavation is required. The review indicated that solid waste (contaminated soil) is likely to be encountered during excavation near the Wisconsin & Southern and Union Pacific railways at the following location:

W Court St; Station 17+00 EB to Station 18+90 EB and Station 18+00 WB to Station 19+30 WB, from 0 feet to maximum depth of excavation.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the area of the railroad crossing described above.

The environmental consultant for this project is:

Name: GEI Consultant, Inc., Mr. Roger Miller or Mr. Michael DeBraske

Address: 3159 Voyager Drive, Green Bay, WI 54311

Phone: (920) 455-8657 / (920) 455-8655

Fax: (847) 984-3532

E-mail: rmiller@geiconsultants.com, mdebraske@geiconsultants.com, mdebraske@geiconsultants.com,

Information regarding the department's hazardous materials assessment and the potential for handling and disposal of contaminated soil is available by contacting:

Name: Brian Taylor, WisDOT Southwest Region Address: 2101 Wright Street, Madison, WI 53704

Phone: (608) 245-2630 Fax: (608) 246-7996

E-mail: <u>brianf.taylor@dot.wi.gov</u>

Control construction operations at the location described above to ensure that they do not extend beyond the excavation limits indicated on the plans.

Soil samples collected during construction from the area identified above will be submitted to a laboratory for analytical testing. The results of the laboratory testing (soil characterization) will be used to determine if the soil must be managed as a solid waste (contaminated soil) or if can be considered common excavation. The soil sampling, laboratory testing, and approval for disposing of contaminated soil at a DNR approved bioremediation facility/landfill (if necessary) is estimated to take up to 10 calendar days to complete.

5350-02-72, 5350-02-74 55 of 58

Soil samples shall be collected from test pits excavated by the contractor at the location described above or from a temporary stockpile if the contractor excavates soil from the location described prior to testing. Test pits and temporary stockpiling of soil is incidental to the contract. The stockpile shall be located within the right-of-way and placed on plastic and covered with plastic according to NR 718.05 of the Wisconsin Administrative Code.

If analytical testing indicates the soil is a solid waste, the closest DNR approved bioremediation facility/landfill is:

City of Janesville Landfill 225 Black Bridge Road Janesville, Wisconsin 53548 (608) 755–3110

Perform this work according to standard spec 205 and with pertinent parts of Chapter NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

If contaminated soil is encountered at this site or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

A.1 Excavation Management Plan

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

Name: Brian Taylor, WisDOT Southwest Region Address: 2101 Wright Street, Madison, WI 53704

Phone: (608) 245-2630 Fax: (608) 246-7996

E-mail: <u>brianf.taylor@dot.wi.gov</u>

A.2 Coordination

Coordinate work under this contract with the environmental consultant:

Name: GEI Consultant, Inc., Mr. Roger Miller or Mr. Michael DeBraske

Address: 3159 Voyager Drive, Green Bay, WI 54311

Phone: (920) 455-8657 / (920) 455-8655

Fax: (847) 984-3532

E-mail: rmiller@geiconsultants.com, mdebraske@geiconsultants.com

The role of the environmental consultant will be limited to:

- 1. Determining the location and limits of contaminated soil to be excavated as shown on the project plans and described in the special provisions;
- 2. Coordinating lab testing for soil characterization and bioremediation facility/landfill acceptance;
- 3. Identifying contaminated material to be hauled to the bioremediation facility/landfill;
- 4. Obtaining the necessary approvals for disposal of contaminated material; and
- 5. Documenting that activities associated with management of contaminated material are in conformance with state regulations.

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

Identify the DNR approved bioremediation facility/landfill that will be used for disposal of contaminated soil and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the possible contaminated soil area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the

5350-02-72, 5350-02-74 56 of 58

necessary approvals for disposal. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

A.3 Health and Safety Requirements

Add the following to standard spec 107.1:

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

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

The environmental consultant will evaluate material excavated from the possible contaminated soil area. Stockpile the material within the project footprint of DOT right-of-way, pending lab results and bioremediation facility/landfill acceptance (if necessary). Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the material on an impervious surface and covering the stockpile with impervious material to prevent infiltration and runoff. In lieu of temporary stockpiling of the possible contaminated soil, excavate test pits as directed by the environmental consultant prior to excavation in the area of possible contaminated soil.

The environmental consultant will coordinate analytical testing of possible contaminated soil for bioremediation facility/landfill acceptance. At least 5 business days should be allowed for the laboratory to conduct this testing and issue results.

On the basis of the analytical testing results, the material will be designated as follows:

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
- 2. Low-level contaminated soil for reuse as fill in the contamination management zone from which it was excavated, with reuse being at a depth equal to or shallower than the depth from which it was removed, and subject to restrictions of pavement cover or a minimum of 1 foot of clean soil cover, or
- 3. Contaminated soil for bioremediation/disposal at the approved bioremediation facility/landfill.

If laboratory analytical test results do not indicate the presence of contamination, the stockpiled material may be considered common excavation and handled according to the erosion control implementation plan (ECIP).

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

If material excavated outside the above-identified limits of possible contaminated soil appears to have been impacted with petroleum or chemical products; or if other obvious potentially contaminated materials are encountered; or if materials exhibit characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders; or if underground storage tanks are encountered; suspend excavation in that area and notify the engineer.

D Measurement

The department will measure Management of Solid Waste by the ton of contaminated soil, accepted by the bioremediation facility as documented by weight tickets by the remediation facility.

5350-02-72, 5350-02-74 57 of 58

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

Management of Solid Waste

TON

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation or landfill disposal of contaminated soil; obtaining solid waste collection and transportation service operating licenses; and dewatering of soils before transport, if necessary.

Test pits and temporary stockpiling of soil is incidental to the contract.

5350-02-72, 5350-02-74 58 of 58

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

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

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

I. BASIC CONCEPTS

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

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

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>6</u> (number) TrANS Graduate(s) be utilized on this contract.

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

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

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>3</u> (number) TrANS Apprentice(s) be utilized on this contract.

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

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

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

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

Description

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

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

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

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

1. Definitions

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

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

2. WisDOT DBE Program Compliance

a. Documentation Submittal

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

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

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

b. Verification of DBE Commitment

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

(1) DBE Goal Met

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

(2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

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

a. Solicitation Guidance for Prime Contractors:

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

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

b. Guidance for Evaluating DBE quotes

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

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

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

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

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

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

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

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

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

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

6. Counting DBE Participation

Assessing DBE Work

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

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

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

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

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

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

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

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

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

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

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

a. Issuing a Contract Change Order

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

b. Contractor Considerations

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

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

c. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

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

d. Evaluation and Response to the Request

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

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

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

e. DBE Utilization beyond the approved DBE Commitment

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

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

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

Special note on trucking

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

10. Commercially Useful Function

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

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

11. Credit Evaluation for DBE Primes

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

12. Joint Venture

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

13. Mentor-Protégé

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

14. Use of Joint Checks

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

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

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

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

15. Payment

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

Appendix A Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

Appendix B

Sample Contractor Solicitation Letter Page 1 (This sample is provided as a guide, not a formatting requirement)

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

- Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.
- **Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.
- Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov). This same website can be checked for the contract status.
- What should your quote include? All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.
- Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials? We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

When are quotes due?

- [Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.
- Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

Why partner with [Prime Contractor]?

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

Please check all that apply:

Signs/Posts/Markers

Survey/Staking

Yes, we will be quoting the projects & items listed below

Please take our name off your monthly DBE contact list

No, we are not interested in quoting on the letting or its items referenced below

Sample Contractor Solicitation Letter Page 2

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

REQUEST FOR QUOTE

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

rime Contractor Contact:	DBE:	
none:		
mail:		
Please circle the proposals an	nd items you will be quoting below and	d contact us with any question
Proposal	1	6
County	Dane County	Crawford County
Clearing & Grubbing	X	X
Dump Truck Hauling	X	Х
Curb/Gutter/Sidewalk	X	
Erosion Control Items		Х
Excavation	X	Х
Pavement Marking		Х
Traffic Control	X	
Sawing	X	Х
QMP, Base		Х
Pipe Underdrain	X	
Landscape		Х
Beam Guard	X	
Electrical	X	

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

X

X

Sample Contractor Solicitation Email - Simplified

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

ATTENTION DBEs

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

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

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

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

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

Prime Contractor Project Manager

Direct: 414-555-555 Cell: 414-555-556

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

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

ATTENTION WISDOT SUBCONTRACTORS

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

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

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

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

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

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

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

Prime Contractor Project Manager Direct: 414-555-5555 Cell: 414-555-5566

Appendix C Small Business Network (SBN) Overview

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

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

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

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

Appendix D

Good Faith Effort Evaluation Measures by categories referenced in DBE regulations

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

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

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

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

GFE Evaluation Rubric – Phase 1 – Initial Review

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

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

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

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

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

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

GFE EVALUATION - PHASE 2 - Team Review

GFE Team completes:

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

Rating Scale:

GFE Approval:

Bona Fide = 6 or more categories color coded green.

Genuine effort characterized by sincere and earnest activities - "Solicitation" and "Sound Reasoning" must be green

GFE Approval:

Sufficient = 5 or more categories color coded green or yellow

Adequate effort documented with a variety of quality activities – "Solicitation" and "Sound Reasoning" must be green or yellow

GFE Denial:

Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

Green = Exceeds expectations

Yellow = Meets expectations

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

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

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

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

Appendix E Good Faith Effort Best Practices

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

Primes

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

DBE

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

Appendix F Good Faith Effort Evaluation Guidance Appendix A of 49 CFR Part 26

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

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

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

- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- A. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
- (2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- (2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

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

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

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

Official Form DT1506 can be found here: https://wisconsindot.gov/Documents/formdocs/dt1506.pdf

COMMITMENT TO S DT1506 12/2021 s.84.06(2)				Clear Project ID:		• • • • • • • • • • • • • • • • • • • •		sportation
			W-5	Proposal#				
Prime Contractor: County:				Letting Date:				
This contract requires that a spe	cified percentage	e of the work be subcontra	acted to a	Total \$ Value of	Φ.			
disadvantaged business enterprise and that this information be submitted as described in ASP-3. The submittal of this form with the bid proposal constitutes your		as utes vour	Prime Contract: DBE Contract Go	_ <u>\$_</u> al:	%			
DBE commitment. Include Attacl	hment A for DBE	s included on commitmen	t.	DBE Goal Achiev	-	0.00%		
This form must be complete	ed and returne	d for this proposal.			1			
1. DBE Firm	2. Work or Ite	ems to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE F Subcontr		6. DBE .	
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A = \$ V = \$	%			Bulling Bullingston				
V = \$ Total = \$	<u>%</u>			Prime Representa	ive Sign	ature & [Jate	
Signature:								
Date:	Voc 🗆 .	- Io -		DBE Office Signat	ure & Da	te Appro	ved	3.5
Good faith effort approved:	ies 🔲 – l	10 <u> </u>						

1

COMMITMENT TO SUBCONTRACT TO DBE ATTACHMENT A

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:				
Letting Date:					
Name of DBE Firm Participat	ing in this Contract:				
Name of the Prime/Subcontra	actor who hired the DBE	Firm:	(list all names of tiers if more th	an one)	
Type of Work or Type of Mate	erial Supplied:				
Total Subcontract Value:			Total DBE Credit Value:		
		Prime	e Contractor Representative's Sigr	ature	
FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.		Prime Contractor Representative's Name (Print Name)			
		Prime Contractor (Print Company Name)			
		Date			
FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.		Participating DBE Firm Representative's Signature Date			
		Participating DBE Firm Representative's Name (Print Name)			
		Participating DBE Firm (Print Company Name)			
		DBE	Firm's Address:		
#Owned Trucks	# Leased Trucks		# DBE-Owned Leased Trucks	00 00000	-DBE-Owned sed Trucks
Off site Hauling					



DOCUMENTATION:OF:GOOD:FAITH:EFFORT:

Wisconsin-Department-of-Transportation DT1202......3/2020

+

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

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

It is critical to list-all-efforts, attach-documentation, and follow the instructions to complete this submission.

Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit-good faith effort documentation per ASP-3 guidelines.

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

1.→ Solicitation Documentation:

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

2.→ Selected·Work·Items·Documentation:

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

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

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

4.→ Documentation of Negotiation with Interested DBEs:

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

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

- a.→ Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.
- b. Action: Provide-sufficient-evidence to demonstrate that DBE-was rejected for sound reasons such as past-performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

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

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

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

- a.→ Purpose: To effectively use the services of minority, women, and community organizations as well as contractors groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.
- b.→Action: Contact-organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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

I-certify-that-I-have-utilized-comprehensive-good-faith-efforts-to-solicit-and-utilize-DBE-firms-to-meet-the-DBE-participation-requirements-or- 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	s-504) and Federal laws.		
	(Bidder/Authorized Representative Signature)		
	00000		
	(Print-Name)		
	99 99 9		
	(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
Davis and Madrian	ABC-Marking	Leslie·Lynch	4/1/2020	Email; phone
Pavement-Marking	#1-Marking-Co.	Mark-Smart	4/1/2020	Email;·left·VM
Electrical	Winterland·Electric	Tabitha-Tinker	4/3/2020	Email,·left·VM
Electrical	Superstar-Wiring	Jose-Huascar	4/3/2020	Email; phone

INFORMATION-PROVIDED-LOG

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

NEGOTIATIONS:LOG

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

ASSISTANCE-LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Acceptance and Final Payment

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

Additional Special 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).
- (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	
Expansion joint filler	415.2.3
Asphaltic materials	

ADDITIONAL SPECIAL PROVISION 7

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

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

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

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

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

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

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

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

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

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

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
 - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is used in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <code>DBAconformance@dol.gov</code>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- f. *Interest*. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor. take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
 - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
 - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8.** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of $\underline{40}$ $\underline{\text{U.S.C. }3144(b)}$ or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, $\underline{18}$ U.S.C. 1001.
- **11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
 "First Tier Covered Transactions" refers to any covered
 transaction between a recipient or subrecipient of Federal
 funds and a participant (such as the prime or general contract).
 "Lower Tier Covered Transactions" refers to any covered
 transaction under a First Tier Covered Transaction (such as
 subcontracts). "First Tier Participant" refers to the participant
 who has entered into a covered transaction with a recipient or
 subrecipient of Federal funds (such as the prime or general
 contractor). "Lower Tier Participant" refers any participant who
 has entered into a covered transaction with a First Tier
 Participant or other Lower Tier Participants (such as
 subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800: and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. Instructions for Certification - Lower Tier Participants:

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

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

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

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

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

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief. that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- **6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English
 Proficiency, and resulting agency guidance, national origin discrimination includes discrimination
 because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take
 reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed.
 Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

County	<u>%</u>	County	<u>%</u>	County	%
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BUY AMERICA PROVISION

Buy America (as documented in <u>88 FR 57750 (2 CFR part 184 and 200)</u> from the Office of Management and Budget: <u>Federal Register: Guidance for Grants and Agreements</u>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in <u>88 FR 57750 (2 CFR part 184 and 200)</u> and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

<u>88 FR 55817 (DOT-OST-2022-0124)</u> allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel. 2 The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

CARGO PREFERENCE ACT REQUIREMENT

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

- (a) Agreement Clauses. "Use of United States-flag vessels:"
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID

I. PREVAILING WAGE RATES

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

II. COVERAGE OF TRUCK DRIVERS

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

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

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

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

Details are available online at:

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

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

III. POSTINGS AT THE SITE OF THE WORK

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

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

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

IV. RESOURCES

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

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

"General Decision Number: WI20240010 11/08/2024

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:

- . Executive Order 14026 generally applies to the contract.
- |. 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.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- $|\cdot|$ 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.

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, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 38.86	27.00
* BRWI0002-002 06/01/2024		
ASHLAND, BAYFIELD, DOUGLAS, AND I	RON COUNTIES	

Rates Fringes
BRICKLAYER.....\$ 46.60 27.01

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 COL	JNTIES	
	Rates	Fringes

^{*} BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,

27.90

^{*} BRWI0002-005 06/01/2024

	Rates	Fringes
BRICKLAYER	.\$ 38.33	27.53
* BRWI0007-002 06/01/2024		
GREEN, LAFAYETTE, AND ROCK COUNT	IES	
	Rates	Fringes
BRICKLAYER	.\$ 39.34	28.15
* BRWI0008-002 06/01/2024		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA CO	UNTIES
	Rates	Fringes
BRICKLAYER	.\$ 46.16	
* 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, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER	.\$ 38.18	27.68
* BRWI0034-002 06/01/2024		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER		27.32
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen		27.05
CARP0231-002 06/05/2023		
KENOSHA, MILWAUKEE, OZAUKEE, RAC COUNTIES	INE, WASHINGTON	, AND WAUKESHA

	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		28.44 28.44

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes	
CARPENTERPiledriver		27.06 27.02	

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes	
CARPENTER	\$ 36.15	20.43	
6488884 000 06/02/0004			

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	•	28.44 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	s F	ringes
CARPENTER\$ 42.4 PILEDRIVER\$ 42.4		28.44 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, TREMPEALEAU, 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		28.44	
PILEDRIVER	\$ 42.44	28.44	
CARP1143-002 06/03/2024			

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

	Rates	Fringes
CARPENTER	•	28.44 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	· · · · · · · · · · · · · · · · · · ·	28.44 28.44

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

KLINOSHA, MI	LWAUKLL, OZAUKLL	, NACINL,	WASHINGTON,	AND WAUKLSHA	
		Rat	tes	Fringes	
PILEDRIVERM	AN	\$ 42	2.21	34.07	
	00 05 (06 (0004				

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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

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).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

^{*} ELEC0158-002 06/01/2024

Electricians: Electrical contracts over			
\$180,000	\$ 33.94	21.80	
\$180,000	\$ 31.75	21.73	
ELEC0242-005 06/02/2024			
DOUGLAS COUNTY			
	Rates	Fringes	
Electricians:	\$ 46.23	69.19%	
ELEC0388-002 06/01/2023			
ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES			
	Rates	Fringes	
Electricians:	\$ 38.74	26%+11.76	
ELEC0430-002 06/01/2023			
RACINE COUNTY (Except Burlington	Township)		
	Rates	Fringes	
Electricians:	\$ 46.70	25.02	
ELEC0494-005 05/26/2024			
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA COL	JNTIES	
	Rates	Fringes	
Electricians:	\$ 49.48	27.34	
ELEC0494-006 05/26/2024			
CALUMET (Township of New Holstein including Chester Township), FONE (Schleswig), and SHEBOYGAN COUNTI	DU LAC, MANITO		
	Rates	Fringes	
Electricians:	\$ 42.77	24.66	
ELEC0494-013 05/26/2024			
DODGE (East of Hwy 26 including (Twp), FOND DU LAC (Except Waupuir MANITOWOC (Schleswig), WASHINGTON	n), MILWAUKEE, C	ZAUKEĒ,	

Rates Fringes

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

ELEC0577-003 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
	Naces	11 Inges
Electricians:	.\$ 43.65	25.95%+12.26
ELEC0953-001 06/02/2019		
	Rates	Fringes
Line Construction:		
(1) Lineman	.\$ 47.53	21.43
(2) Heavy Equipment		
Operator		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

ENGI0139-005 06/01/2024

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 46.37	28.80

(6) Groundsman....\$ 26.14

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; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill

operator; Oiler, pump (over 3 i Tender, day light machine	nches); Drillinຍຸ	g Machine
GROUP 6: Off-road material hauler	with or withou	-
IRON0008-002 06/02/2024		
BROWN, CALUMET, DOOR, FOND DU LAC MARINETTE, OCONTO, OUTAGAMI, SHAW COUNTIES:	-	-
	Rates	Fringes
IRONWORKER	\$ 43.02	32.32
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christn		uly 4th, Labor
IRON0008-003 06/02/2024		
KENOSHA, MILWAUKEE, OZAUKEE, RACI WASHINGTON, AND WAUKESHA COUNTIES		.E. 2/3),
	Rates	Fringes
IRONWORKER	\$ 44.79	32.32
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christn		uly 4th, Labor
IRON0383-001 06/02/2024		
ADAMS, COLUMBIA, CRAWFORD, DANE, GRANT, GREENE, (Excluding S.E. ti JEFFERSON, JUNEAU, LA CROSSE, LAF MARQUETTE, MENOMINEE, MONROE, POF area, vicinity of Edgerton and Mi WAUSHARA, AND WOOD COUNTIES	p), GREEN LAKE, AYETTE, LANGLADI RTAGE, RICHLAND,	IOWA, E, MARATHON, ROCK (Northern
	Rates	Fringes
IRONWORKER		31.93
* IRON0498-005 06/01/2024		
GREEN (S.E. 1/3), ROCK (South of WALWORTH (S.W. 1/3) COUNTIES:	Edgerton and Mi	lton), and
	Rates	Fringes
IRONWORKER	\$ 46.59	48.80

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

^{*} IRON0512-008 04/28/2024

	Rates	Fringes
IRONWORKER		35.22
* IRON0512-021 04/28/2024		
ASHLAND, BAYFIELD, BURNETT, DOUGL PRICE, SAWYER, VILAS AND WASHBUR		LN, ONEIDA,
	Rates	Fringes
IRONWORKER		
LABO0113-002 06/03/2024		
MILWAUKEE AND WAUKESHA COUNTIES		
	Rates	Fringes
LABORER Group 1	\$ 35.76 \$ 35.96 \$ 36.11 \$ 36.26	25.01 25.01 25.01 25.01 25.01 25.01
LABORERS CLASSIFICATIONS		
Demolition and Wrecking Laborer Bridge Builder; Landscaper; Mul Stone Handler; Bituminous Worke Utility Man); Batch Truck Dumpe Bituminous Worker (Dumper, Iron Concrete Handler GROUP 2: Air Tool Operator; Jo	tiplate Culvert r (Shoveler, Lo r or Cement Han er, Smoother, a	Assembler; ader, and dler; nd Tamper);
(Pavement); Vibrator or Tamper Operated); Chain Saw Operator; Laborer		
GROUP 3: Bituminous Worker (Ra (Curb, Sidewalk, and Pavement);		
GROUP 4: Line and Grade Speciali	st	
GROUP 5: Blaster and Powderman		
GROUP 6: Flagperson; traffic con	trol person	
LABO0113-003 06/03/2024		
OZAUKEE AND WASHINGTON COUNTIES		
	Rates	Fringes
LABORER Group 1	\$ 34.96 \$ 35.01	25.01 25.01 25.01 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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	ſ	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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

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, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	F	Rates	Fringes
LABORER			
	1\$	40.57	19.45
•	2\$		19.45
Group	3\$	40.72	19.45
•	4\$		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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	ı	Rates	Fringes
LABORER			
Group 1	1\$	40.85	19.45
Group 2	2\$	40.95	19.45
Group 3	3\$	41.00	19.45
Group 4	4\$	41.20	19.45
Group 5	5\$	41.05	19.45
Group 6	5\$	37.20	19.45

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	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

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller	\$ 42.04	22.95
Spray & Sandblast	\$ 43.04	22.95

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER	\$ 24.11	12.15

PAIN0259-004 05/01/2015

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

Rates Fringes

PAINTER	•	12.45
PAIN0781-002 06/01/2024		
JEFFERSON, MILWAUKEE, OZAUKEE,	WASHINGTON,	AND WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	\$ 40.64 \$ 41.39	24.92 24.92 24.92
PAIN0802-002 06/01/2024		
COLUMBIA, DANE, DODGE, GRANT, ROCK, AND SAUK COUNTIES	GREEN, IOWA,	LAFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 36.35	20.87
PREMIUM PAY: Structural Steel, Spray, Bri hour.	dges = \$1.0	00 additional per
PAIN0802-003 06/01/2024		
ADAMS, BROWN, CALUMET, CLARK, LAKE, IRON, JUNEAU, KEWAUNEE, MARATHON, MARINETTE, MARQUETTE OUTAGAMIE, PORTAGE, PRICE, SHAWAUSHARA, WAUPACA, WINNEBAGO,	LANGLADE, LIN , MENOMINEE, WANO, SHEBOY	ICOLN, MANITOWOC, OCONTO, ONEIDA, 'GAN, TAYLOR, VILAS,
	Rates	Fringes
PAINTER		20.87
PAIN0934-001 06/01/2024		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	\$ 39.67	26.32 26.32 26.32
PAIN1011-002 06/02/2024		
FLORENCE COUNTY		
	Rates	Fringes
Painters:		15.89
PLAS0599-002 06/01/2023		

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area A	\$ 45.17	27.27
Area B	\$ 39.97	25.02
Area C	\$ 40.40	25.25
Area D	\$ 41.16	24.49
Area E	\$ 40.50	25.14
Area F	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids,	\$ 37.57	27.41
Dumptor & Articulated, Truck Mechanic	\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

on contractor requirements and worker protections under the EO is available at $\hfill \hfill$

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)).

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.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

"General Decision Number: WI20240015 11/08/2024

Superseded General Decision Number: WI20230015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water

Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- l. Executive Order 14026 generally applies to the contract.
- 1. 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.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- |. The contractor must pay all| covered workers at least \$12.90 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.

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

a

01/05/2024

1

01/26/2024

2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/10/2024
6	05/24/2024
7	06/21/2024
8	06/28/2024
9	07/05/2024
10	08/02/2024
11	08/23/2024
12	09/06/2024
13	09/27/2024
14	11/08/2024

BOIL0107-001 01/01/2021

	Rates	Fringes
BOILERMAKER		
Boilermaker	•	31.50
Small Boiler Repair (under		
25,000 lbs/hr)	\$ 26.91	16.00

^{*} BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, 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 F	INISHER\$ 41.62	27.03
* BRWI0003-002 06/01/20	24	
BROWN, DOOR, FLORENCE,	KEWAUNEE, MARINETTE,	AND OCONTO COUNTIES

Rates Fringes
3RICKLAYER.....\$ 38.45 27.41

^{*} BRWI0004-002 06/01/2024

	Rates	Fringes
BRICKLAYER		27.90
* BRWI0006-002 06/01/2024		
ADAMS, CLARK, FOREST, LANGLADE ONEIDA, PORTAGE, PRICE, TAYLOR		
	Rates	Fringes
BRICKLAYER	\$ 38.33	27.53
* BRWI0007-002 06/01/2024		
GREEN, LAFAYETTE, AND ROCK COU	NTIES	
	Rates	Fringes
BRICKLAYER	· · · · •	28.15
* BRWI0008-002 06/01/2024		
MILWAUKEE, OZAUKEE, WASHINGTON	, AND WAUKESH	A COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 46.16	27.33
* BRWI0009-001 06/01/2024		
GREEN LAKE, MARQUETTE, OUTAGAM AND WINNEBAGO COUNTIES	IE, SHAWANO,	WAUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER		27.41
* BRWI0011-002 06/01/2024		
CALUMET, FOND DU LAC, MANITOWO	C, AND SHEBOY	GAN COUNTIES
	Rates	Fringes
BRICKLAYER		27.41
* BRWI0013-002 06/01/2024		
DANE, GRANT, IOWA, AND RICHLAN	D COUNTIES	
	Rates	Fringes
BRICKLAYER	· · · · · · · · · · · · · · · · · · ·	27.32
* 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
* BRWI0021-002 06/01/2024		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER		28.37
* 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 (35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen		27.05
CARP0231-002 06/05/2023		
KENOSHA, MILWAUKEE, OZAUKEE, RAC COUNTIES	INE, WASHINGTON,	AND WAUKESHA
	Rates	Fringes
CARPENTER		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
CARPENTERPiledriver	.\$ 42.44	28.44 28.44
CARP0314-001 06/05/2023		
COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES		
	Rates	Fringes
CARPENTERPiledriver	.\$ 39.43	27.06 27.02
CARROSC1 004 0F/01/3010		

CARP0361-004 05/01/2018

	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
CARPENTERPILEDRIVER	· · ·	28.44 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, TREMPEALEAU, 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 PILEDRIVER		28.44 28.44

CARP1143-002 06/03/2024

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

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 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
CARPENTERPILEDRIVER		28.44 28.44
CARP2337-009 06/03/2024		
KENOSHA, MILWAUKEE, OZAUKEE,	RACINE, WASHINGTON,	AND WAUKESHA
	Rates	Fringes
PILEDRIVERMAN	\$ 42.21	34.07
CARP2337-010 06/03/2024		
KENOSHA, MILWAUKEE, OZAUKEE,	RACINE, WASHINGTON,	AND WAUKESHA
	Rates	Fringes

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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

MILLWRIGHT.....\$ 42.31 32.21

	Rates	Fringes
Electricians:	\$ 42.73	23.99
ELEC0014-007 05/26/2024		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
<pre>Installer/Technician</pre>	\$ 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).

FLECO127 002 06 /01 /2022

ELEC0127-002 06/01/2023

KENOSHA COUNTY

Rates	Fringes
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Electricians:.....\$ 46.05 30%+13.15

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates	Fringes

ELECTRICIAN.....\$ 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)

	kates	Fringes	
Electricians:			
Electrical contracts ove	r		
\$180,000	\$ 33.94	21.80	
Electrical contracts und	er		
\$180,000	\$ 31.75	21.73	

- Fringe

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

Rates Fringes	
Electricians:\$ 46.23 69.19%	%

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

^{*} ELEC0158-002 06/01/2024

Rates Fringes

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

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 46.70 25.02

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 49.48 27.34

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 Waupuin), 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 carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 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	
ELEC0953-001 06/02/2019			_

	Rates	Fringes
Line Construction: (1) Lineman	\$ 42.78 \$ 38.02 ^\$ 33.27	21.43 19.80 18.40 16.88 16.11
(6) Groundsman		14.60

ENGI0139-001 06/01/2024

KENOSHA, MILWAUKEE, OZAUKEE, 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, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.
- GROUP 3: Backhoe (excavator) under 130,000 lbs;Self-erecting Tower Crane 4000 lbs & under lifting capacity;Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over
- GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.
- GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments
- GROUP 6: Tampers Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender;

Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

ENGI0139-003 06/03/2024

REMAINING COUNTIES

	Rates	Fringes
Power Equipment O	perator	
Group 1	\$ 48.7	'8 27 . 14
Group 2	\$ 47.5	27.14
Group 3	\$ 44.2	27.14
Group 4	\$ 43.7	70 27.14
Group 5	\$ 41.6	27.14
Group 6	\$ 40.1	.0 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 Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/02/2024

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.

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.

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

* IRON0512-008 04/28/2024

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

	Rates	Fringes
IRONWORKER	\$ 44.85	35.22
* 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

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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/03/2024

	ı	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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	ſ	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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

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, TREMPEALEAU, 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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

Rates

Eninges

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	n	aces	FITIIges
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

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller\$	42.04	22.95
Spray & Sandblast\$	43.04	22.95

PAIN0259-002 05/01/2008

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

	Rates	Fringes	
PAINTER	\$ 24.11	12.15	

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

	Rates	Fringes
PAINTER	.\$ 22.03	12.45
PAIN0781-002 06/01/2024		
JEFFERSON, MILWAUKEE, OZAUKEE, W	ASHINGTON, AND	WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge	.\$ 40.64	24.92 24.92 24.92
COLUMBIA, DANE, DODGE, GRANT, GR ROCK, AND SAUK COUNTIES	REEN, IOWA, LAFA	YETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	.\$ 36.35	20.87
PREMIUM PAY: Structural Steel, Spray, Bridghour.	ges = \$1.00 ad	ditional per
PAIN0802-003 06/01/2024		
ADAMS, BROWN, CALUMET, CLARK, DO LAKE, IRON, JUNEAU, KEWAUNEE, LA MARATHON, MARINETTE, MARQUETTE, OUTAGAMIE, PORTAGE, PRICE, SHAWA WAUSHARA, WAUPACA, WINNEBAGO, AN	NGLADE, LINCOLN MENOMINEE, OCO NO, SHEBOYGAN,	, MANITOWOC, NTO, ONEIDA, TAYLOR, VILAS,
	Rates	Fringes
PAINTER PAIN0934-001 06/01/2024		20.87
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	.\$ 39.67	26.32 26.32 26.32
PAIN1011-002 06/02/2024		

FLORENCE COUNTY

	Rates	Fringes	
Painters:	\$ 29.95	15.89	

PLAS0599-002 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHE	R	
Area A	\$ 45.17	27.27
Area B	\$ 39.97	25.02
Area C	\$ 40.40	25.25
Area D	\$ 41.16	24.49
Area E	\$ 40.50	25.14
Area F	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/06/2024

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	
DLUMO075 004 06/04/2024			

PLUM0075-004 06/01/2024

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

PLUMBER	.\$ 57.60	26.90		
PLUM0075-009 06/01/2024				
COLUMBIA, DANE, IOWA, MARQUETTE,	RICHLAND A	ND SAUK COUNTIES		
	Rates	Fringes		
PLUMBER	.\$ 58.12	26.34		
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 CO	UNTIES			
	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		21.84		
	CRAWFORD, , JUNEAU, L A, PEPIN, P	DUNN, EAU CLAIRE, A CROSSE, LANGLADE, IERCE, POLK,		
PLUM0434-002 06/16/2024 BARON, BUFFALO, CHIPPEWA, CLARK, FLORENCE, FOREST, GRANT, JACKSON LINCOLN, MARATHON, MONROE, ONEID PORTAGE, PRICE, RUSK, ST. CROIX,	CRAWFORD, , JUNEAU, L A, PEPIN, P	DUNN, EAU CLAIRE, A CROSSE, LANGLADE, IERCE, POLK,		
PLUM0434-002 06/16/2024 BARON, BUFFALO, CHIPPEWA, CLARK, FLORENCE, FOREST, GRANT, JACKSON LINCOLN, MARATHON, MONROE, ONEID PORTAGE, PRICE, RUSK, ST. CROIX, VILAS, AND WOOD COUNTIES PIPEFITTER	CRAWFORD, , JUNEAU, L A, PEPIN, P TAYLOR, TR Rates	DUNN, EAU CLAIRE, A CROSSE, LANGLADE, IERCE, POLK, EMPEALEAU, VERNON, Fringes		
PLUM0434-002 06/16/2024 BARON, BUFFALO, CHIPPEWA, CLARK, FLORENCE, FOREST, GRANT, JACKSON LINCOLN, MARATHON, MONROE, ONEID PORTAGE, PRICE, RUSK, ST. CROIX, VILAS, AND WOOD COUNTIES	CRAWFORD, , JUNEAU, L A, PEPIN, P TAYLOR, TR Rates	DUNN, EAU CLAIRE, A CROSSE, LANGLADE, IERCE, POLK, EMPEALEAU, VERNON, Fringes		
PLUM0434-002 06/16/2024 BARON, BUFFALO, CHIPPEWA, CLARK, FLORENCE, FOREST, GRANT, JACKSON LINCOLN, MARATHON, MONROE, ONEID PORTAGE, PRICE, RUSK, ST. CROIX, VILAS, AND WOOD COUNTIES PIPEFITTER	CRAWFORD, , JUNEAU, L A, PEPIN, P TAYLOR, TR Rates	DUNN, EAU CLAIRE, A CROSSE, LANGLADE, IERCE, POLK, EMPEALEAU, VERNON, Fringes		
PLUM0434-002 06/16/2024 BARON, BUFFALO, CHIPPEWA, CLARK, FLORENCE, FOREST, GRANT, JACKSON LINCOLN, MARATHON, MONROE, ONEID PORTAGE, PRICE, RUSK, ST. CROIX, VILAS, AND WOOD COUNTIES PIPEFITTER	CRAWFORD, , JUNEAU, L A, PEPIN, P TAYLOR, TR Rates .\$ 49.24	DUNN, EAU CLAIRE, A CROSSE, LANGLADE, IERCE, POLK, EMPEALEAU, VERNON, Fringes 24.38		
PLUM0434-002 06/16/2024 BARON, BUFFALO, CHIPPEWA, CLARK, FLORENCE, FOREST, GRANT, JACKSON LINCOLN, MARATHON, MONROE, ONEID PORTAGE, PRICE, RUSK, ST. CROIX, VILAS, AND WOOD COUNTIES PIPEFITTER	CRAWFORD, , JUNEAU, L A, PEPIN, P TAYLOR, TR Rates .\$ 49.24	DUNN, EAU CLAIRE, A CROSSE, LANGLADE, IERCE, POLK, EMPEALEAU, VERNON, Fringes 24.38		

PLUM0601-009 06/03/2024

	Rates	Fringes	
PIPEFITTER		30.01	
TEAM0039-002 06/01/2024			
	Rates	Fringes	
TRUCK DRIVER 1 & 2 Axle Trucks 3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic	·	27.41 27.41	
* SUWI2011-001 11/16/2011			
	Rates	Fringes	
WELL DRILLER\$ 16.52 **			
WELDERS - Receive rate prescribed for craft performing			

operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

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.

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.

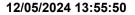
Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning 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.







Page 1 of 16

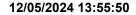
Proposal ID: 20250114012 **Project(s):** 5350-02-72, 5350-02-74

Federal ID(s): WISC 2025025, N/A

SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	1.000 STA	<u> </u>	·
0004	201.0205 Grubbing	1.000 STA		
0006	204.0100 Removing Concrete Pavement	8,693.000 SY	<u> </u>	·
8000	204.0115 Removing Asphaltic Surface Butt Joints	117.000 SY	·	<u> </u>
0010	204.0150 Removing Curb & Gutter	725.000 LF	·	<u> </u>
0012	204.0155 Removing Concrete Sidewalk	713.000 SY		
0014	204.0185 Removing Masonry	3.000 CY		
0016	204.0195 Removing Concrete Bases	17.000 EACH		
0018	204.0210 Removing Manholes	11.000 EACH	·	·
0020	204.0220 Removing Inlets	18.000 EACH	·	<u> </u>
0022	204.0245 Removing Storm Sewer (size) 012. 12- Inch	967.000 LF		·
0024	204.0245 Removing Storm Sewer (size) 018. 18-Inch	80.000 LF		
0026	204.0245 Removing Storm Sewer (size) 021. 21-Inch	153.000 LF		
0028	204.0245 Removing Storm Sewer (size) 024. 24-Inch	46.000 LF		·
0030	204.0245 Removing Storm Sewer (size) 030. 30-Inch	191.000 LF	<u>.</u>	







Page 2 of 16

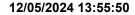
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Federal ID(s): WISC 2025025, N/A

SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 042. 42- Inch	46.000 LF	·	·
0034	204.0250 Abandoning Manholes	4.000 EACH	·	
0036	204.0260 Abandoning Inlets	4.000 EACH		
0038	204.0291.S Abandoning Sewer	35.000 CY		
0040	204.9060.S Removing (item description) 201. Traffic Signals USH 51 & Court St/Milwaukee St	1.000 EACH	·	
0042	205.0100 Excavation Common	8,536.000 CY	·	
0044	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	4,842.000 TON	·	·
0046	213.0100 Finishing Roadway (project) 002. 5350- 02-72	1.000 EACH	·	<u></u>
0048	305.0120 Base Aggregate Dense 1 1/4-Inch	6,328.000 TON		<u> </u>
0050	310.0110 Base Aggregate Open-Graded	58.000 TON	·	
0052	312.0110 Select Crushed Material	6,488.000 TON		
0054	415.0090 Concrete Pavement 9-Inch	5,670.000 SY		<u> </u>
0056	415.4100 Concrete Pavement Joint Filling	4,547.000 SY		
0058	416.0610 Drilled Tie Bars	61.000 EACH		
0060	416.0620 Drilled Dowel Bars	88.000 EACH		







Page 3 of 16

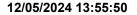
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Federal ID(s): WISC 2025025, N/A

SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	455.0605 Tack Coat	74.000 GAL		·
0064	460.2000 Incentive Density HMA Pavement	630.000 DOL	1.00000	630.00
0066	460.6224 HMA Pavement 4 MT 58-28 S	976.000 TON		
0068	465.0120 Asphaltic Surface Driveways and Field Entrances	53.000 TON	·	·
0070	465.0315 Asphaltic Flumes	29.000 SY		
0072	601.0417 Concrete Curb & Gutter 30-Inch Type K	1,781.000 LF		
0074	601.0419 Concrete Curb & Gutter 30-Inch Type L	1,363.000 LF		
0076	601.0600 Concrete Curb Pedestrian	64.000 LF		
0078	602.0405 Concrete Sidewalk 4-Inch	9,096.000 SF		
0080	602.0415 Concrete Sidewalk 6-Inch	1,104.000 SF		
0082	602.0515 Curb Ramp Detectable Warning Field Natural Patina	340.000 SF		
0084	602.0820 Concrete Driveway 8-Inch	98.000 SY		
0086	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	327.000 LF		·
0088	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	47.000 LF		·
0090	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	79.000 LF		·







Page 4 of 16

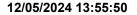
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SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	608.0542 Storm Sewer Pipe Reinforced Concrete Class V 42-Inch	32.000 LF	·	·
0094	608.2319 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 19x30- Inch	76.000 LF	·	:
0096	608.3012 Storm Sewer Pipe Class III-A 12-Inch	385.000 LF		
0098	608.3018 Storm Sewer Pipe Class III-A 18-Inch	197.000 LF		
0100	608.3024 Storm Sewer Pipe Class III-A 24-Inch	241.000 LF		
0102	608.3030 Storm Sewer Pipe Class III-A 30-Inch	447.000 LF		
0104	611.0420 Reconstructing Manholes	1.000 EACH		
0106	611.0612 Inlet Covers Type C	3.000 EACH		
0108	611.0666 Inlet Covers Type Z	4.000 EACH		
0110	611.1003 Catch Basins 3-FT Diameter	4.000 EACH		
0112	611.1004 Catch Basins 4-FT Diameter	11.000 EACH		
0114	611.1005 Catch Basins 5-FT Diameter	1.000 EACH		
0116	611.1006 Catch Basins 6-FT Diameter	1.000 EACH		
0118	611.1230 Catch Basins 2x3-FT	8.000 EACH		
0120	611.2004 Manholes 4-FT Diameter	6.000 EACH	·	







Page 5 of 16

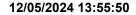
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Federal ID(s): WISC 2025025, N/A

SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	611.2005 Manholes 5-FT Diameter	4.000 EACH		
0124	611.2006 Manholes 6-FT Diameter	3.000 EACH		
0126	611.2007 Manholes 7-FT Diameter	2.000 EACH		
0128	611.2008 Manholes 8-FT Diameter	1.000 EACH		
0130	611.2055 Manholes 5x5-FT	1.000 EACH		
0132	611.3901 Inlets Median 1 Grate	3.000 EACH		
0134	612.0106 Pipe Underdrain 6-Inch	800.000 LF		
0136	616.0205 Fence Chain Link 5-FT	255.000 LF		
0138	619.1000 Mobilization	1.000 EACH		
0140	620.0300 Concrete Median Sloped Nose	408.000 SF		
0142	621.1100 Landmark Reference Monuments and Cast Iron Covers	1.000 EACH	·	
0144	624.0100 Water	108.000 MGAL		
0146	625.0100 Topsoil	3,206.000 SY		
0148	627.0200 Mulching	160.000 SY		
0150	628.1905 Mobilizations Erosion Control	5.000 EACH		
0152	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH		







Page 6 of 16

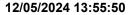
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SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	628.7005 Inlet Protection Type A	35.000 EACH	·	<u> </u>
0156	628.7010 Inlet Protection Type B	11.000 EACH	<u></u> _	
0158	628.7015 Inlet Protection Type C	44.000 EACH	<u> </u>	
0160	628.7020 Inlet Protection Type D	14.000 EACH		
0162	628.7560 Tracking Pads	10.000 EACH	<u> </u>	<u> </u>
0164	629.0210 Fertilizer Type B	2.050 CWT		
0166	630.0200 Seeding Temporary	5.000 LB	<u> </u>	<u></u>
0168	631.0300 Sod Water	75.000 MGAL		
0170	631.1000 Sod Lawn	3,206.000 SY		
0172	634.0808 Posts Tubular Steel 2x2-Inch X 8-FT	2.000 EACH	<u> </u>	
0174	634.0811 Posts Tubular Steel 2x2-Inch X 11-FT	18.000 EACH	<u> </u>	<u></u>
0176	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	7.000 EACH		
0178	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	1.000 EACH	<u> </u>	<u></u>
0180	637.2210 Signs Type II Reflective H	299.540 SF	<u> </u>	<u></u> .
0182	637.2215 Signs Type II Reflective H Folding	56.980 SF		
0184	637.2230 Signs Type II Reflective F	38.070 SF	·	







Page 7 of 16

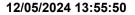
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Federal ID(s): WISC 2025025, N/A

SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0186	638.2102 Moving Signs Type II	2.000 EACH	<u>-</u>	·
0188	638.2602 Removing Signs Type II	38.000 EACH		
0190	638.3000 Removing Small Sign Supports	19.000 EACH	<u>-</u>	·
0192	642.5201 Field Office Type C	1.000 EACH	·	
0194	643.0300 Traffic Control Drums	3,862.000 DAY	·	
0196	643.0420 Traffic Control Barricades Type III	7,071.000 DAY		
0198	643.0500 Traffic Control Flexible Tubular Marker Posts	87.000 EACH	·	·
0200	643.0600 Traffic Control Flexible Tubular Marker Bases	87.000 EACH	·	·
0202	643.0705 Traffic Control Warning Lights Type A	14,142.000 DAY	<u></u>	
0204	643.0715 Traffic Control Warning Lights Type C	857.000 DAY		
0206	643.0800 Traffic Control Arrow Boards	91.000 DAY	·	
0208	643.0900 Traffic Control Signs	41,038.000 DAY		
0210	643.0920 Traffic Control Covering Signs Type II	10.000 EACH		
0212	643.1050 Traffic Control Signs PCMS	28.000 DAY		
0214	643.3180 Temporary Marking Line Removable Tape 6-Inch	3,941.000 LF	·	·







Page 8 of 16

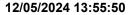
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Federal ID(s): WISC 2025025, N/A

SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0216	643.3280 Temporary Marking Line Removable Tape 10-Inch	236.000 LF	·	·
0218	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	280.000 LF		
0220	643.3550 Temporary Marking Arrow Removable Tape	3.000 EACH		
0222	643.3960 Temporary Marking Removable Mask Out Tape 6-Inch	397.000 LF	·	·
0224	643.5000 Traffic Control	1.000 EACH		
0226	644.1410 Temporary Pedestrian Surface Asphalt	462.000 SF		
0228	644.1601 Temporary Pedestrian Curb Ramp	418.000 DAY	·	
0230	644.1605 Temporary Pedestrian Detectable Warning Field	90.000 SF		
0232	644.1810 Temporary Pedestrian Barricade	4,076.000 LF		
0234	645.0111 Geotextile Type DF Schedule A	535.000 SY		
0236	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	3,211.000 LF		
0238	646.3040 Marking Line Grooved Wet Ref Epoxy 8- Inch	963.000 LF	<u> </u>	·
0240	646.8120 Marking Curb Epoxy	224.000 LF	.	
0242	646.8220 Marking Island Nose Epoxy	6.000 EACH	<u></u>	<u> </u>







Page 9 of 16

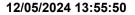
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SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	646.9310 Marking Removal Special Marking Water Blasting	2.000 EACH	·	·
0246	650.4000 Construction Staking Storm Sewer	45.000 EACH	·	
0248	650.4500 Construction Staking Subgrade	1,884.000 LF		
0250	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,468.000 LF	·	·
0252	650.7000 Construction Staking Concrete Pavement	1,135.000 LF	·	·
0254	650.8501 Construction Staking Electrical Installations (project) 001. 5350-02-72	1.000 EACH		<u> </u>
0256	650.9000 Construction Staking Curb Ramps	34.000 EACH	·	·
0258	650.9500 Construction Staking Sidewalk (project) 001. 5350-02-72	1.000 EACH	·	·
0260	650.9911 Construction Staking Supplemental Control (project) 001. 5350-02-72	1.000 EACH		
0262	650.9920 Construction Staking Slope Stakes	1,884.000 LF		·
0264	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,072.000 LF		·
0266	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,046.000 LF		
0268	652.0605 Conduit Special 2-Inch	160.000 LF		
0270	652.0615 Conduit Special 3-Inch	166.000 LF		<u> </u>







Page 10 of 16

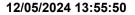
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SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	652.0800 Conduit Loop Detector	1,616.000 LF	·	<u> </u>
0274	653.0135 Pull Boxes Steel 24x36-Inch	5.000 EACH		
0276	653.0140 Pull Boxes Steel 24x42-Inch	21.000 EACH		
0278	653.0905 Removing Pull Boxes	2.000 EACH		
0280	654.0101 Concrete Bases Type 1	15.000 EACH		
0282	654.0102 Concrete Bases Type 2	2.000 EACH		<u></u> .
0284	654.0105 Concrete Bases Type 5	1.000 EACH		
0286	654.0110 Concrete Bases Type 10	4.000 EACH		<u></u>
0288	654.0120 Concrete Bases Type 10-Special	1.000 EACH		
0290	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	·	·
0292	655.0230 Cable Traffic Signal 5-14 AWG	1,269.000 LF	·	
0294	655.0240 Cable Traffic Signal 7-14 AWG	2,920.000 LF		
0296	655.0260 Cable Traffic Signal 12-14 AWG	2,775.000 LF		
0298	655.0270 Cable Traffic Signal 15-14 AWG	927.000 LF	<u> </u>	
0300	655.0320 Cable Type UF 2-10 AWG Grounded	1,445.000 LF		
0302	655.0515 Electrical Wire Traffic Signals 10 AWG	3,626.000 LF		<u> </u>







Page 11 of 16

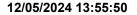
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SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0304	655.0610 Electrical Wire Lighting 12 AWG	234.000 LF		·
0306	655.0700 Loop Detector Lead In Cable	5,346.000 LF		·
0308	655.0800 Loop Detector Wire	3,664.000 LF		<u> </u>
0310	655.0900 Traffic Signal EVP Detector Cable	1,344.000 LF		
0312	656.0201 Electrical Service Meter Breaker Pedestal (location) 201. USH 51 & Court St/Milwaukee St	1.000 EACH		
0314	657.0100 Pedestal Bases	15.000 EACH	<u> </u>	
0316	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	3.000 EACH	·	.
0318	657.0305 Poles Type 2	1.000 EACH	<u> </u>	
0320	657.0310 Poles Type 3	1.000 EACH	<u> </u>	<u></u>
0322	657.0322 Poles Type 5-Aluminum	1.000 EACH		<u> </u>
0324	657.0345 Poles Type 9	4.000 EACH	<u> </u>	<u></u>
0326	657.0347 Poles Type 9-Special	1.000 EACH		<u> </u>
0328	657.0420 Traffic Signal Standards Aluminum 13-FT	8.000 EACH	<u> </u>	<u></u>
0330	657.0425 Traffic Signal Standards Aluminum 15-FT	4.000 EACH		
0332	657.0430 Traffic Signal Standards Aluminum 10-FT	3.000 EACH		







Page 12 of 16

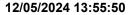
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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0334	657.0520 Monotube Arms 20-FT	1.000 EACH		
0336	657.0525 Monotube Arms 25-FT	2.000 EACH	·	·
0338	657.0530 Monotube Arms 30-FT	1.000 EACH		
0340	657.0536 Monotube Arms 35-FT-Special	1.000 EACH	<u> </u>	<u></u>
0342	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	1.000 EACH	·	·
0344	657.0610 Luminaire Arms Single Member 4 1/2- Inch Clamp 6-FT	1.000 EACH		·
0346	658.0173 Traffic Signal Face 3S 12-Inch	30.000 EACH	·	·
0348	658.0416 Pedestrian Signal Face 16-Inch	22.000 EACH		
0350	658.5070 Signal Mounting Hardware (location) 201. USH 51 & Court St/Milwaukee St	1.000 EACH	·	·
0352	659.1125 Luminaires Utility LED C	2.000 EACH		
0354	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	24.000 EACH	<u> </u>	·
0356	690.0150 Sawing Asphalt	764.000 LF		·
0358	690.0250 Sawing Concrete	2,224.000 LF		
0360	715.0720 Incentive Compressive Strength Concrete Pavement	1,710.000 DOL	1.00000	1,710.00







Page 13 of 16

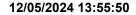
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Federal ID(s): WISC 2025025, N/A

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0362	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0364	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,800.000 HRS	5.00000	9,000.00
0366	SPV.0035 Special 101. Abandoning Sewer Below Railroad Tracks	35.000 CY		·
0368	SPV.0035 Special 301. Water Main Discontinued In Place-Railroad	1.000 CY		·
0370	SPV.0060 Special 101. Utility Line Opening (ULO)	50.000 EACH		<u> </u>
0372	SPV.0060 Special 102. Manhole Covers Type COJ	19.000 EACH		
0374	SPV.0060 Special 103. Inlet Covers Type COJ	3.000 EACH	<u> </u>	
0376	SPV.0060 Special 104. Inlet Covers Type COJ Low Points	18.000 EACH	<u> </u>	
0378	SPV.0060 Special 105. Adjusting Water Valve Boxes	9.000 EACH		·
0380	SPV.0060 Special 106. Marking Railroad Crossing Grooved Epoxy	2.000 EACH		·
0382	SPV.0060 Special 107. Marking Symbol Grooved Epoxy	3.000 EACH	.	·
0384	SPV.0060 Special 108. Marking Arrow Grooved Epoxy	25.000 EACH		·
0386	SPV.0060 Special 109. Marking Word Grooved Epoxy	2.000 EACH		







Page 14 of 16

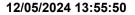
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0388	SPV.0060 Special 110. Concrete Pipe Support	7.000 EACH		
0390	SPV.0060 Special 201. Furnish & Install Traffic Signal Cabinet & Controller USH 51 & Court St/Mil	1.000 EACH		
0392	SPV.0060 Special 202. Furnish & Install EVP System USH 51 & Court St/Milwaukee St	1.000 EACH	·	·
0394	SPV.0060 Special 203. Furnish & Install Audible Pedestrian Push Button System USH 51 & Court St/M	1.000 EACH	·	·
0396	SPV.0060 Special 204. Remove & Reinstall RR Preempt Cable & RPS Unit USH 51 & Court St/Milwaukee	1.000 EACH	·	
0398	SPV.0060 Special 206. Traffic Signal LED No Right Turn Blank Out Signs	6.000 EACH	·	
0400	SPV.0060 Special 207. Removing, Salvaging, & Reinstalling Lighting Cable	1.000 EACH	·	
0402	SPV.0060 Special 301. Discontinue Existing Vault In Place	4.000 EACH		
0404	SPV.0060 Special 302. Hydrant and Hydrant Valve Removal	4.000 EACH	·	
0406	SPV.0060 Special 303. Water Main Offset (Undistributed)	2.000 EACH		
0408	SPV.0060 Special 304. 6" Gate Valve & Box	4.000 EACH		
0410	SPV.0060 Special 305. 8" Gate Valve & Box	1.000 EACH	·	
0412	SPV.0060 Special 306. 12" Gate Valve & Box	3.000 EACH		







Page 15 of 16

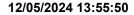
Proposal ID: 20250114012 **Project(s):** 5350-02-72, 5350-02-74

Federal ID(s): WISC 2025025, N/A

SECTION: 0001 HSIP Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0414	SPV.0060 Special 307. Hydrant	4.000 EACH		
0416	SPV.0060 Special 308. 3/4" Curb Stop and Box	2.000 EACH	·	
0418	SPV.0060 Special 309. Water Service Exploration	8.000 EACH	·	·
0420	SPV.0060 Special 310. Construction Staking Water Main	1.000 EACH	·	
0422	SPV.0060 Special 311. Discontinue Existing Curb Stop/Water Service In Place	2.000 EACH	·	
0424	SPV.0090 Special 101. Concrete Curb & Gutter 18- Inch Type K	791.000 LF		
0426	SPV.0090 Special 102. Concrete Curb & Gutter 18- Inch Type L	105.000 LF	<u></u>	<u> </u>
0428	SPV.0090 Special 103. Tree Root Sawing	110.000 LF	·	·
0430	SPV.0090 Special 104. Boring and Jacking Storm Sewer Pipe Smooth Steel 42-Inch	146.000 LF	·	<u></u>
0432	SPV.0090 Special 105. Marking Crosswalk Grooved Epoxy Transverse Line 6-Inch	884.000 LF		
0434	SPV.0090 Special 106. Marking Crosswalk Grooved Epoxy Block Style 12-Inch	570.000 LF	·	
0436	SPV.0090 Special 107. Marking Stop Line Grooved Epoxy 18-Inch	228.000 LF	·	
0438	SPV.0090 Special 108. Marking Diagonal Grooved Epoxy 12-Inch	34.000 LF	<u></u>	







Page 16 of 16

Proposal ID: 20250114012 **Project(s):** 5350-02-72, 5350-02-74

Federal ID(s): WISC 2025025, N/A

SECTION: 0001 HSIP Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0440	SPV.0090 Special 201. Boring and Jacking Casing Pipe Smooth Steel 6-Inch	138.000 LF		
0442	SPV.0090 Special 301. 12" Dia. Water Main (Horizontal Auger Boring)	154.000 LF		·
0444	SPV.0090 Special 302. 6" Dia. Water Main (Granular Backfill)	93.000 LF	·	·
0446	SPV.0090 Special 303. 8" Dia. Water Main (Granular Backfill)	650.000 LF		
0448	SPV.0090 Special 304. 12" Dia. Water Main (Granular Backfill)	425.000 LF		·
0450	SPV.0090 Special 305. 3/4" Water Service	44.000 LF		
0452	SPV.0195 Special 101. Management of Solid Waste	1,562.000 TON	·	

Section:	0001	Total:		
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Total Bid: _____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

January 6, 2025

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of 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:

- . Executive Order 14026 generally applies to the contract.
- |. 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.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$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.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/03/2025

(

BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, 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, ANI	D OCONTO COUNTIES			
	Rates	Fringes			
BRICKLAYER	.\$ 38.45	27.41			
BRWI0004-002 06/01/2024					
KENOSHA, RACINE, AND WALWORTH CO	DUNTIES				
	Rates	Fringes			
BRICKLAYER	· ·	27.90			
BRWI0006-002 06/01/2024					
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,					
	Rates	Fringes			
BRICKLAYER	.\$ 38.33	27.53			
BRWI0007-002 06/01/2024					
GREEN, LAFAYETTE, AND ROCK COUNT	TIES				

Rates

Fringes

BRICKLAYER.....\$ 39.34 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 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

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER	· · • · · · ·	27.06 27.02
CARROSCA 004 05 (04 (2040		

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

	Kates	Fringes	
CARPENTER		28.44	
PILEDRIVER	\$ 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, TREMPEALEAU, 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	
PILEDRIVER	\$ 42.44	28.44	
			-

CARP1143-002 06/03/2024

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

Rat	es i	ringes
CARPENTER\$ 42 PILEDRIVER\$ 42		28.44 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	
PILEDRIVER	\$ 42.44	28.44	
			-

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN	\$ 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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	.\$ 42.73	23.99
ELEC0014-007 05/26/2024		

REMAINING COUNTIES

F	Rates	Fringes
Teledata System Installer		
<pre>Installer/Technician\$</pre>	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).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

Electricians:
 Electrical contracts over
 \$180,000......\$ 33.94 21.80
 Electrical contracts under
 \$180,000......\$ 31.75 21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

Rates Fringes

Electricians:.....\$ 46.23 69.19%

ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

Rates Fringes

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

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 46.70 25.02

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 49.48 27.34

·

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 Waupuin), 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 carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the

installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 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	
FLFC0890-003 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

ELEC0953-001 06/02/2019

F	Rates	Fringes
Line Construction: (1) Lineman\$ (2) Heavy Equipment Operator\$ (3) Equipment Operator\$ (4) Heavy Groundman Driver\$ (5) Light Groundman Driver\$	42.78 38.02 33.27 30.89	21.43 19.80 18.40 16.88 16.11
(6) Groundsman\$	26.14	14.60

ENGI0139-005 06/01/2024

	Races	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; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

TRONGOOD 003 05 /03 /303 /

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. 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. ______ 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 IRON0512-008 04/28/2024 BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES Rates Fringes IRONWORKER.....\$ 44.85 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

LABO0113-002 06/03/2024

MILWAUKEE AND WAUKESHA COUNTIES

	ı	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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2024

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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/03/2024

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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

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, TREMPEALEAU, 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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch

Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

Rates

Fringes

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	'	Naces	i i Tiiges
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

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes	
Painters:			
Brush, Roller	\$ 42.04	22.95	
Spray & Sandblast	\$ 43.04	22.95	

PAIN0259-002 05/01/2008

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

	Rates	Fringes	
PAINTER	\$ 24.11	12.15	
PAIN0259-004 05/01/2015			-

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

	Rates	Fringes
PAINTER	\$ 22.03	12.45

PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge	\$ 41.39	24.92
Brush	\$ 40.64	24.92

Spray & Sandblast......\$ 41.39 24.92

PAIN0802-002 06/01/2024

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER

Brush.....\$ 36.35 20.87

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

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

KENOSHA AND WALWORTH COUNTIES

PAIN1011-002 06/02/2024

FLORENCE COUNTY

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, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles	\$ 37.57	27.41
3 or more Axles; Euclids,		
Dumptor & Articulated,		
Truck Mechanic	\$ 37.72	27.41

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

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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.

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:

- Executive Order 14026 generally applies to the contract.
- 1. 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.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$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.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/03/2025

https://sam.gov/wage-determination/WI20250008/0

BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

VERNON COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 38.86	27.00
BRWI0002-002 06/01/2024		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNT	IES
	Rates	Fringes
BRICKLAYER	\$ 46.60	27.01
BRWI0002-005 06/01/2024		
ADAMS, ASHLAND, BARRON, BROWN, CLARK, COLUMBIA, DODGE, DOOR, D FOREST, GREEN LAKE, IRON, JEFFE LINCOLN, MANITOWOC, MARATHON, M OCONTO, ONEIDA, OUTAGAMIE, POLK SHAWANO, SHEBOYGAN, TAYLOR, VIL WINNEBAGO, AND WOOD COUNTIES	UNN, FLOREN RSON, KEWAUI ARINETTE, M , PORTAGE, I	CE, FOND DU LAC, NEE, LANGLADE, ARQUETTE, MENOMINEE, RUSK, ST CROIX, SAUK,
	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 C	OUNTIES	
	Rates	Fringes
BRICKLAYER	· ·	27.90
BRWI0006-002 06/01/2024		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER		27.53
BRWI0007-002 06/01/2024		
GREEN, LAFAYETTE, AND ROCK COUN	TIES	

Rates

Fringes

BRICKLAYER.....\$ 39.34 BRWI0008-002 06/01/2024 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes BRICKLAYER.....\$ 46.16 27.33 BRWI0009-001 06/01/2024 GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES Rates Fringes BRICKLAYER.....\$ 38.45 BRWI0011-002 06/01/2024 CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES Rates Fringes BRICKLAYER.....\$ 38.45 27.41 BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND COUNTIES Rates Fringes BRICKLAYER.....\$ 40.17 27.32 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 BRWI0021-002 06/01/2024 DODGE AND JEFFERSON COUNTIES Rates Fringes BRICKLAYER.....\$ 39.10 28.37 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 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

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	· · · · · · ·	28.44
PILEDRIVER	\$ 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, TREMPEALEAU, 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	
PILEDRIVER	\$ 42.44	28.44	

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND **VERNON COUNTIES**

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 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		28.44 28.44	
CARD2227 AAA AA (A2 /2A2/			

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

Rates Fringes

PILEDRIVERMAN.....\$ 42.21 CARP2337-010 06/03/2024 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA Rates Fringes MILLWRIGHT.....\$ 42.31 32.21 ______ 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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES Rates Fringes Electricians:.....\$ 42.73 ______ ELEC0127-002 06/01/2023 KENOSHA COUNTY Rates Fringes Electricians:.....\$ 46.05 30%+13.15 ELEC0158-002 06/01/2024 BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES Rates Fringes ELECTRICIAN.....\$ 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 ELEC0219-004 06/01/2019

https://sam.gov/wage-determination/WI20250008/0

Niagara)

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of

	Rates	Fringes
Electricians: Electrical contracts over \$180,000 Electrical contracts under		21.80
\$180,000	.\$ 31.75	21.73
ELEC0242-005 06/02/2024		
DOUGLAS COUNTY		
	Rates	Fringes
Electricians:		69.19%
ELEC0388-002 06/01/2023		
ADAMS, CLARK (Colby, Freemont, L Sherwood, Unity), FOREST, JUNEA MARINETTE (Beecher, Dunbar, Good West of a line 6 miles West of t County), ONEIDA, PORTAGE, SHAWAN AND WOOD COUNTIES	U, LANGLADE, LIN man & Pembine), he West boundary	NCOLN, MARATHON, MENOMINEE (Area of Oconto
	Rates	Fringes
Electricians:	.\$ 38.74	26%+11.76
ELEC0430-002 06/01/2023		
RACINE COUNTY (Except Burlington	Township)	
	Rates	Fringes
Electricians:	.\$ 46.70	25.02
ELEC0494-005 05/26/2024		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	JNTIES
, , ,	Rates	Fringes
Electricians:	.\$ 49.48	27.34
ELEC0494-006 05/26/2024	•	
CALUMET (Township of New Holstei including Chester Township), FON (Schleswig), and SHEBOYGAN COUNT	D DU LAC, MANITO	
	Rates	Fringes
Electricians:	.\$ 42.77	24.66
ELEC0577-003 05/26/2024		
CALUMET (except Township of New including Townships of Berlin, S (N. part including Townships of and Springfield), OUTAGAMIE, WAU	t Marie, and Ser Crystal Lake, Ne	neca), MARQUETTE eshkoro, Newton,

COUNTIES

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Rates Fringes

Electricians:.....\$ 43.65 25.95%+12.26

Dates

Fninger

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 Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENGI0139-007 06/03/2024

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

ı	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 andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric: Oiler and Greaser: Conveyor: High pressure utility locating machine (daylighting machine).

IRON0008-002 06/02/2024

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.

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.

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

1.95 AUNMORNER..... \$ 42.00

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

IRON0512-008 04/28/2024

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

Rates Fringes

IRONWORKER.....\$ 44.85 35.22

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

LABO0113-004 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

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 Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

LABO0113-005 06/03/2024

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
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
Group Group	2\$ 32.87 3\$ 37.44	23.96 23.96

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite

Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/03/2024

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

LAB00113-009 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

l	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1\$	25.47	23.90
Group 2\$		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.

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, WALWWORTH, 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 Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LABO0464-002 06/03/2024

DANE AND DOUGLAS COUNTIES

	F	Rates	Fringes
LABORER			
	1\$	35 53	19.45
	2\$		19.45
•	3\$		19.45
•	4\$		19.45
droup	4	30.00	17.43

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/03/2024

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 Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders;

Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-002 06/01/2024

	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, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids,	\$ 37.57	27.41
Dumptor & Articulated, Truck Mechanic	\$ 37.72	27.41

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

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

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 $% \left(1\right) =\left(1\right) \left(1$

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.

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:

- Executive Order 14026 generally applies to the contract.
- 1. 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.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$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.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/03/2025

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 ______

BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, 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 ______ 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		27.53
BRWI0007-002 06/01/2024		
GREEN, LAFAYETTE, AND ROCK COUNT	IES	
	Rates	Fringes
BRICKLAYER		28.15
BRWI0008-002 06/01/2024		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA	A COUNTIES
	Rates	Fringes
BRICKLAYER		27.33
BRWI0009-001 06/01/2024		
GREEN LAKE, MARQUETTE, OUTAGAMIE AND WINNEBAGO COUNTIES	, SHAWANO, I	WAUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER	.\$ 38.45	27.41
BRWI0011-002 06/01/2024		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYO	GAN COUNTIES
	Rates	
BRICKLAYER	Rates	Fringes
BRICKLAYER 	Rates	Fringes
	Rates .\$ 38.45	Fringes
BRWI0013-002 06/01/2024	Rates .\$ 38.45	Fringes
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER	Rates .\$ 38.45 COUNTIES Rates .\$ 40.17	Fringes 27.41 Fringes
BRWI0013-002 06/01/2024	Rates .\$ 38.45 COUNTIES Rates .\$ 40.17	Fringes 27.41 Fringes
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER	Rates .\$ 38.45 COUNTIES Rates .\$ 40.17 WA, DUNN, EA	Fringes 27.41 Fringes 27.32 AU CLAIRE, PEPIN,
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER	Rates .\$ 38.45 COUNTIES Rates .\$ 40.17 WA, DUNN, EA	Fringes 27.41 Fringes 27.32 AU CLAIRE, PEPIN, ASHBURN COUNTIES
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S BRICKLAYER	Rates .\$ 38.45 COUNTIES Rates .\$ 40.17	Fringes 27.41 Fringes 27.32 AU CLAIRE, PEPIN, ASHBURN COUNTIES
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S	Rates .\$ 38.45 COUNTIES Rates .\$ 40.17	Fringes 27.41 Fringes 27.32 AU CLAIRE, PEPIN, ASHBURN COUNTIES Fringes
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S BRICKLAYER	Rates .\$ 38.45 COUNTIES Rates .\$ 40.17	Fringes 27.41 Fringes 27.32 AU CLAIRE, PEPIN, ASHBURN COUNTIES Fringes
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S BRICKLAYER BRWI0021-002 06/01/2024	Rates .\$ 38.45 COUNTIES Rates .\$ 40.17	Fringes 27.41 Fringes 27.32 AU CLAIRE, PEPIN, ASHBURN COUNTIES Fringes 27.68
BRWI0013-002 06/01/2024 DANE, GRANT, IOWA, AND RICHLAND BRICKLAYER BRWI0019-002 06/01/2024 BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S BRICKLAYER BRWI0021-002 06/01/2024	Rates .\$ 38.45 COUNTIES Rates .\$ 40.17 WA, DUNN, EANYER AND WANTER Rates .\$ 38.18	Fringes 27.41 Fringes 27.32 AU CLAIRE, PEPIN, ASHBURN COUNTIES Fringes 27.68

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

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 ______ 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	
PILEDRIVER	\$ 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, TREMPEALEAU, 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	
PILEDRIVER	\$ 42.44	28.44	

CARP1143-002 06/03/2024

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

	Rates	Fringes
CARPENTERPILEDRIVER	•	28.44 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 PILEDRIVER.....\$ 42.44 28.44 ______ CARP2337-009 06/03/2024 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA Rates Fringes PILEDRIVERMAN.....\$ 42.21 34.07 _____ CARP2337-010 06/03/2024 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA Rates Fringes MILLWRIGHT.....\$ 42.31 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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES Rates Fringes Electricians:.....\$ 42.73 ______ 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). ______ ELEC0127-002 06/01/2023 KENOSHA COUNTY Rates Fringes Electricians:.....\$ 46.05 30%+13.15 ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto

County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN...... \$ 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

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

Rates Fringes

Electricians:.....\$ 46.23 69.19%

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

RACINE COUNTY (Except Burlington Township)

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 49.48 27.34

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 Waupuin), 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 carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 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	

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction: (1) Lineman\$ (2) Heavy Equipment Operator\$ (3) Equipment Operator\$	47.53 42.78 38.02	21.43 19.80 18.40
<pre>(4) Heavy Groundman Driver\$ (5) Light Groundman Driver\$</pre>		16.88 16.11
(6) Groundsman\$		14.60

ENGI0139-001 06/01/2024

KENOSHA, MILWAUKEE, OZAUKEE, 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, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson

Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments): Boiler Operators (temporary heat): Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

ENGI0139-003 06/03/2024

REMAINING COUNTIES

1	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 Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone

Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/02/2024

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.

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.

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

IRON0512-008 04/28/2024

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

Rates Fringes

IRONWORKER.....\$ 44.85 35.22

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
LABO0113-002 06/03/2024		

MILWAUKEE AND WAUKESHA COUNTIES

	I	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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2024

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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	F	Rates	Fringes
			J
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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

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, TREMPEALEAU, 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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	R	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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper);

Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	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

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller\$	42.04	22.95
Spray & Sandblast\$	43.04	22.95

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER	.\$ 24.11	12.15
PAIN0259-004 05/01/2015		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND

	Rates	Fringes
PAINTER	\$ 22.03	12.45

PAIN0781-002 06/01/2024

VERNON COUNTIES

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

0/25, 7:25 AIVI		SAIVI.gov	
	Rates	Fringes	
5			
Painters:			
Bridge		24.92	
Brush	•	24.92	
Spray & Sandblast		24.92	
PAIN0802-002 06/01/2024			
COLUMBIA, DANE, DODGE, GRANT, GRE ROCK, AND SAUK COUNTIES	EN, IOWA, LAFAY	ETTE, RICHLAND,	
	Rates	Fringes	
PAINTER Brush	\$ 36.35	20.87	
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	s = \$1.00 add	itional per	
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	
PAINTER	\$ 36.35	20.87	
PAIN0934-001 06/01/2024			
KENOSHA AND WALWORTH COUNTIES			
	Rates	Fringes	
	naces	11211863	
Painters:			
Brush	\$ 38.67	26.32	
Spray	•	26.32	
Structural Steel		26.32	
PAIN1011-002 06/02/2024			
FLORENCE COUNTY			
	Rates	Fringes	
Painters:	•	15.89	
PLAS0599-002 06/01/2024			
	Rates	Fringes	
CEMENT MACON/CONCRETE STUTCHES			
CEMENT MASON/CONCRETE FINISHER	t 47 17	20. 25	
Area A	•	30.35	
Area B		26.34	
Area C	•	25.91 25.49	
Area D	•		
Ared E	p 42.25	26.39	

Area F.....\$ 38.98 2

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/06/2024

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

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

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 C	COUNTIES		
	Rates	Fringes	
Plumber and Steamfitter		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 FLORENCE, FOREST, GRANT, JACKSO LINCOLN, MARATHON, MONROE, ONEI PORTAGE, PRICE, RUSK, ST. CROIX VILAS, AND WOOD COUNTIES	DN, JUNEAU, L DA, PEPIN, F	A CROSSE, LANGLADE, PIERCE, POLK,	
	Rates	Fringes	
PIPEFITTER	\$ 49.24	24.38	
PLUM0601-003 06/03/2024			
Zone 1			
DODGE (Watertown), GREEN, JEFFE OZAUKEE, ROCK, WASHINGTON AND W			
	Rates	Fringes	
PIPEFITTER			
PLUM0601-009 06/03/2024			
COLUMBIA, DANE, IOWA, MARQUETTE	, RICHLAND A	AND SAUK COUNTIES	
	Rates	Fringes	
PIPEFITTER	\$ 56.88	30.01	
TEAM0039-002 06/01/2024			
	Rates	Fringes	
TRUCK DRIVER 1 & 2 Axle Trucks 3 or more axles; Euclids	\$ 37.57	27.41	

or Dumptor, Articulated	
Truck, Mechanic\$ 37.72	27.41
CHUT2044 004 44 /4 C / 2044	

SUWI2011-001 11/16/2011

Rates Fringes

WELL DRILLER.....\$ 16.52 **

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

** 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)).

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.

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).

| If the contract is entered | . | into on or after January 30, | | 2022, or the contract is | renewed or extended (e.g., an | . | option is exercised) on or | | after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- . The contractor must pay all covered workers at least \$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.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$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.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date 01/03/2025

ASBE0019-002 06/01/2024

COLUMBIA, CRAWFORD, DODGE, GRANT, GREEN, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, MARQUETTE, MONROE, RICHLAND, SAUK, VERNON, AND WALWORTH COUNTIES

> Rates Fringes

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

ASBE0034-005 06/01/2024

BARRON, BUFFALO, DUNN, PEPIN, AND POLK COUNTIES

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coatings, coverings, and finishes to all types of mechanical systems. Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems whether

they contain asbestos or not)....\$ 45.65 36.18

ASBE0049-003 06/01/2023

ASHLAND, BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

Rates **Fringes**

Asbestos Workers/Insulator (Includes the application of all insulating materials; protective coverings, coatings, and finishes to all types of mechanical systems.

Includes preparation,
wetting, stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems whether
they contain asbestos or not)....\$ 37.62 29.00

ASBE0127-002 06/01/2024

ADAMS, CLARK, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JACKSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARINETTE, MENOMINEE, OCONTO, ONEIDA, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR, TREMPEALEAU, VILAS, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes Heat and Frost Insulator (Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems; and the application of firestopping material in walls, floors, ceilings. Includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not)....\$ 43.24 28.56 ______ BOIL0107-001 01/01/2021

Rates Fringes

BOILERMAKER
Boilermaker.....\$ 39.52 31.50
Small Boiler Repair (under
25,000 lbs/hr)......\$ 26.91 16.00

BRWI0001-003 06/03/2024

CRAWFORD, JUNEAU, MONROE, TREMPEALEAU, AND VERNON COUNTIES

Rates Fringes

Bricklayer & Tile Setter......\$ 38.86 27.00
-----BRWI0002-003 06/01/2024

ASHLAND, BURNETT, IRON, WASHBURN

Rates Fringes

BRICKLAYER
Bricklayer, Tile Setter.....\$ 46.60 27.01
Cement Mason/Concrete
Finisher......\$ 44.12 27.01

BRWI0002-004 06/01/2024

BAYFIELD COUNTY

	Rates	Fringes
BRICKLAYER Bricklayer & Tile Setter	.\$ 46.60	27.01
BRWI0003-001 06/01/2024		
DOOR, KEWAUNEE, FLORENCE, FOND D MARINETTE, MARQUETTE, OCONTO, SH COUNTIES		
	Rates	Fringes
BRICKLAYER Bricklayer, Cement Mason, Tile Setter		27.41
BRWI0004-003 06/01/2024		
WALWORTH COUNTY		
	Rates	Fringes
BRICKLAYERCEMENT MASON/CONCRETE FINISHER	.\$ 38.44 .\$ 37.09	27.90 27.90 27.90
BRWI0006-001 06/01/2024		
ADAMS, CLARK, FOREST, LANGLADE, PORTAGE, TAYLOR, VILAS AND WOOD		MENOMINEE, ONEIDA,
	Rates	Fringes
BRICKLAYER Bricklayer, Cement Mason, Tile Setter		27.53
BRWI0006-004 06/01/2024		
PRICE COUNTY		
	Rates	Fringes
Bricklayer & Tile Setter		
BRWI0007-003 06/01/2024		
GREEN AND LAFAYETTE COUNTIES		
	Rates	Fringes
Bricklayer & Tile Setter	.\$ 39.34	28.15
BRWI0013-003 06/01/2024		
GRANT, IOWA, AND RICHLAND COUNTI	ES	
	Rates	Fringes
Bricklayer	.\$ 40.17	27.32

Tile Layer.....\$ 37.14 BRWI0019-004 06/01/2024 BARRON, BURNETT (Southern half), DUNN, PEPIN, POLK, RUSK, AND WASHBURN (Southern half) COUNTIES Rates Fringes BRICKLAYER Bricklayer, Cement Mason, Tile Layer.....\$ 38.18 BRWI0019-005 06/01/2024 SAWYER COUNTY Rates Fringes Bricklayer & Tile Setter.....\$ 38.18 27.68 ______ BRWI0021-001 06/01/2024 DODGE AND JEFFERSON COUNTIES Rates Fringes BRICKLAYER Bricklayer, Cement Mason, Tile Layer.....\$ 39.10 BRWI0034-001 06/01/2024 COLUMBIA AND SAUK COUNTIES Rates Fringes BRICKLAYER Bricklayer, Cement Mason, Tile Layer.....\$ 40.17 27.32 CARP0068-013 05/02/2022 BURNETT (West of highway 48) AND POLK(West of Highways 35, 48 & 65) COUNTIES Rates Fringes

CARPENTER (Including Drywall Hanging, Acoustical work).....\$ 41.51 27.32 ______ CARP0310-007 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 CARPENTER (Including Drywall Hanging, Acoustical Work).....\$ 40.44 28.43 Piledriverman.....\$ 40.44 28.43

CARP0310-008 06/01/2024

ASHLAND COUNTY

Rates Fri	.nges
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CABINET INSTALLER (Including

Drywall Hanging & Acoustical

Work).....\$ 40.44 28.43

CARP0314-006 06/05/2023

COLUMBIA, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, SAUK, AND WALWORTH COUNTIES

ŀ	Rates	Fringes
CARPENTER (Including Drywall		
Hanging, Acoustical Work)\$	38.86	27.06
Piledriverman\$	39.43	27.02

CARP0361-006 05/03/2021

BAYFIELD COUNTY (West of Hwy 63)

Rates Fringes

Carpenters: (Including Drywall Hanging, Acoustical

work)......\$ 39.71 26.01

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	

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	

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
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
.\$ 40.44	28.43
.\$ 40.44	28.43
	.\$ 40.44

CARP1143-006 06/01/2024

BUFALO, CRAWFORD, JACKSON, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes	
CARPENTER (Including Drywall			
Hanging, Acoustical Work)	\$ 40.44	28.43	
Piledriverman	\$ 40.44	28.43	
			-

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	
CADD1240 00C 0F/01/2020			

CARP1348-006 05/01/2020

BAYFIELD COUNTY (Western 1/3)

	Rates	Fringes
MILLWRIGHT	\$ 35.75	21.30

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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 42.73 23.99

ELEC0014-005 05/26/2024

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).

ELEC0158-007 06/01/2024

DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

Electricians:.....\$ 40.25 29.75%+11.17

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

Electricians:.....\$ 48.55 25.91

ELEC0219-006 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

ELECTRICIAN

Electrical contracts over

\$180,000......\$ 33.94 21.80

Electrical contracts under

\$180,000......\$ 31.75 21.73

ELEC0388-004 06/01/2023

ADAMS, CLARK (Colby, 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

1/6/25, 7:23 AM COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 38.74	26%+11.76	
			-

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	
FLECO404 014 0F /26 /2024			-

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

FLECOETT 001 0F/3c/3034

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		25.95%+12.26
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 (2) Cranes, Tower Cranes with or w/o attachments 100 tons or less; Cranes, Tower Cranes with boom, leads, and or jib lengths	.\$ 48.78	27.14
175 ft or less	.\$ 47.53	27.14
(bridge type)(4) Hydraulic Crane, 10	.\$ 44.23	27.14
tons or less		27.14 27.14
HAZARDOUS WASTE PREMIUMS: EPA Level ""A"" Protection: \$3.0 EPA Level ""B"" Protection: \$2.0 EPA Level ""C"" Protection: \$1.0	0 per hour	
IRON0008-012 06/02/2024		
CALUMET, DOOR, FOND DU LAC, KEWA OCONTO, OUTAGAMIE, SHAWANO AND W COUNTIES		
	Rates	Fringes
IRONWORKER	.\$ 43.02	32.32
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christ		y, July 4th, Labor
IRON0383-004 06/02/2024		
ADAMS, COLUMBIA, CRAWFORD, DODGE GREENE (Except S.E. tip), GREEN LAFAYETTE, LANGLADE, MARATHON, M	LAKE, IOWA,	JEFFERSON, JUNEAU,

Rates Fringes

IRONWORKER......\$ 42.00 31.93

PORTAGE, RICHLAND, SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD

COUNTIES

IRON0498-007 06/01/2024

GREEN (S.E. 1/3) AND WALWORTH (Except N.E. part) COUNTIES

Rates Fringes

IRONWORKER.....\$ 46.59 48.80

IRON0512-009 04/28/2024

BARRON, BUFFALO, CLARK, DUNN, JACKSON, PEPIN, POLK, RUSK, TAYLOR AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.85 35.22

IRON0512-023 04/28/2024

ASHLAND, BAYFIELD, BURNETT, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

Rates Fringes

IRONWORKER.....\$ 41.19 34.68

LAB00140-003 06/03/2024

BUFFALO, CRAWFORD, GRANT, JACKSON, JUNEAU, MONROE, RICHLAND, TREMPEALEAU (Southern part), AND VERNON COUNTIES

Rates Fringes

Laborer: Asbestos/hazardous

material remover

(Preparation, Removal and

Encapsulation of Hazardous

Materials from Non-Mechanical

NOTE: Mason Tender \$1.00 over general laborer scale; Pipelayer \$1.00 over general laborer scale

LAB00268-001 06/03/2024

AREA 1: BARRON, CLARK (West 1/3), DUNN, PEPIN, POLK, RUSK TAYLOR (West 1/3)

AREA 2: CLARK (East 2/3), LANGLADE, LINCOLN, ONEIDA, PRICE, TAYLOR (East 2/3), VILAS, WOOD

AREA 3: BURNETT, IRON, SAWYER, WASHBURN

	Rates	Fringes
Laborer, General		
Area 1	\$ 36.35	19.45
Area 2	\$ 35.70	19.45
Area 3	\$ 35.00	19.45

Laborer: Asbestos/hazardous material remover (Preparation, Removal,

Encapsulation, 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.

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
Laborer: Asbestos/hazardous

material remover

(Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical

NOTE: Mason Tender \$1.00 over general laborer.

LAB00464-005 06/03/2024

ADAMS, COLUMBIA, GREEN, JEFFERSON, LAFAYETTE, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes	
Laborer, General Adams County Remaining Area Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous Materials from Non-mechanical Systems) Adams County Remaining Area	\$ 36.35	19.45 19.45 19.45 19.45	

LAB00464-008 06/01/2024

Rates	Fringes	
Landscape Laborer\$ 20.5	9 18.44	

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		23.00
Systems)		23.00
LAB01091-002 05/01/2024		
ASHLAND & BAYFIELD (East of Cour Iron River National Fish Hatcher Co., Station 6) COUNTIES		
	Rates	Fringes
Laborer, General	.\$ 32.54	23.00
Systems)		23.00
PLAS0599-003 06/03/2024		
PEPIN COUNTY		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER	•	26.84 24.13
PLAS0599-007 06/03/2024		
BUFFALO, CRAWFORD, JACKSON, JUNE TREMPEALEAU, AND VERNON COUNTIES		POLK, RICHLAND,
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER	.\$ 41.47	26.84 24.13
PLAS0599-011 06/03/2024		
GRANT, GREEN, IOWA, AND LAFAYETT	E COUNTIES	
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 40.98	25.19 26.79
PLAS0633-046 06/01/2023		-
BAYFIELD, PRICE, AND SAWYER COL	JNTIES	
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER		22.13 23.23

PLUM0011-009 05/06/2024

ASHLAND BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER (Including

HVAC work).....\$ 49.32

PLUM0075-006 06/01/2024

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

Rates Fringes

PLUMBER (Including HVAC work)....\$ 57.60

PLUM0075-008 06/01/2024

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

Rates Fringes

PLUMBER (Including HVAC work)....\$ 58.12 26.34

PLUM0118-003 06/24/2024

WALWORTH COUNTY

Rates Fringes

PLUMBER/PIPEFITTER (Including

HVAC work).....\$ 54.60 ·

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

PLUMBER/PIPEFITTER (Including

HVAC work)

(1) Small buildings (except industrial and power plants) where plumbing or heating is

21.73 \$50,000 or less.....\$ 45.86 (2) All other work.....\$ 49.00 21.84

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, TREMPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

> Rates Fringes

HVAC work).....\$ 49.24 24.38

PLUM0601-006 06/03/2024

DODGE (Watertown), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES

Rates Fringes

PIPEFITTER (Including HVAC

work).....\$ 55.67 31.19

PLUM0601-008 06/03/2024

COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES

Rates Fringes

PIPEFITTER (Including HVAC

work).....\$ 56.88 30.01

SHEE0010-031 05/01/2008

ASHLAND, BAYFIELD AND IRON COUNTIES

Rates Fringes

SHEET METAL WORKER.....\$ 27.53 14.61

FOND DU LAC AND MANITOWOC COUNTIES

Rates Fringes

Sheet Metal Worker (Including

HVAC work)......\$ 40.76 31.62

CUEFO010 004 06 /01 /0004

SHEE0018-004 06/01/2024

ADAMS, DOOR, FLORENCE, FOREST, GREEN LAKE, KEWAUNEE, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA COUNTIES

Rates Fringes

Sheet Metal Worker (Including

SHEE0018-014 06/01/2024

DODGE AND JEFFERSON COUNTIES

Rates Fringes

Sheet Metal Worker (Including

SHEE0018-015 09/01/2024

WALWORTH COUNTY

Rates Fringes

SHEET METAL WORKER (Including

HVAC work)......\$ 46.34 37.54

SHEE0018-017 06/01/2024

GREEN COUNTY

Rates Fringes

Sheet Metal Worker (Including

HVAC work).....\$46.59 36.97

SHEE0018-018 06/01/2024

LANGLADE, LINCOLN, ONEIDA, PORTAGE, AND WOOD COUNTIES

Rates Fringes

Sheet Metal Worker (Including
HVAC work)
Contracts \$120,000 or less..\$ 40.90
Contracts over \$120,000....\$ 40.90
33.79

SHEE0018-022 06/01/2024

BARRON, BUFFALO, BURNETT, CLARK, DUNN, JACKSON, PEPIN, POLK, PRICE, RUSK, SAWYER, TAYLOR, TREMPEALEAU, AND WASHBURN COUNTIES

Rates Fringes

Sheet Metal Worker (Including

HVAC work).....\$ 40.75

SHEE0018-023 06/01/2024

COLUMBIA AND SAUK COUNTIES

Rates Fringes

Sheet Metal Worker (Including

HVAC work).....\$ 48.42 33.55

SHEE0018-024 06/01/2024

CRAWFORD, GRANT, JUNEAU, MONROE, RICHLAND, AND VERNON COUNTIES

Rates Fringes

SHEET METAL WORKER (Including

HVAC work).....\$ 42.84 30.59

TEAM0346-003 05/01/2024

ASHLAND, BAYFIELD, BURNETT, SAWYER & WASHINGTON COUNTIES

Rates Fringes

TRUCK DRIVER

2 Axle Trucks...........\$ 34.86 23.03

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 & WOOD COUNTIES

	Rates	Fringes
TRUCK DRIVER 2 Axle Trucks		27.41 27.41
SUWI2002-001 01/23/2002		
	Rates	Fringes
Fence Installers	\$ 15.00 **	2.37
GLAZIER	\$ 20.21	1.86
Painters: Brush & Roller (Excluding		
Drywall Finishing)		2.55
Spray	\$ 13.72 **	2.25
Power Equipment Operator		
Backhoe	\$ 17.454 **	7.61
Excavator		7.45
Front End Loader	\$ 23.36	4.61
ROOFER	\$ 15.52 **	3.21
TRUCK DRIVER (3-Axle)	\$ 15.28 **	4.78

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$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)).

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.

END OF GENERAL DECISION"



Wisconsin Department of Transportation

January 8, 2025

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #12: 5350-02-72, WISC 2025025 5350-02-74

C Janesville, Center Avenue Court/Milwaukee/Centerway Court/Milwaukee/Centerway

Intersection Intersection USH 51 USH 51

Rock County Rock County

Letting of January 14, 2025

This is Addendum No. 01, which provides for the following:

Special Provisions:

Revised Special Provisions		
Article No.	Description	
3	Prosecution and Progress	
8	Railroad Insurance and Coordination – Wisconsin and Southern Railroad Company	
9	Railroad Insurance and Coordination – Union Pacific Railroad Company	

Plan Sheets:

Revised Plan Sheets		
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)	
25	Removal Plan: revised notes regarding brick column of Westgate sign	
84	Traffic Control Stage 2 – Temporary Pedestrian Access Overview: added demarcations of pedestrian access route	
129	Plan and Profile: revised notes regarding brick column of Westgate sign	
131	Plan and Profile: revised notes regarding brick column of Westgate sign	

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 5350-02-72, 5350-02-74 January 8, 2025

Special Provisions

3. Prosecution and Progress.

Add the following:

Westgate Community Sign

This sign is located in the W Court Street median west of USH 51. The horizontal metal sign will be removed by others. The south brick column is to remain in place and shall not be disturbed. The north brick column and its foundation are to be removed under the Removing Masonry item. Prior to removals, salvage the concrete cap on the north column and place it outside the work zone for pickup by the Westgate community. Contact Jim Damrow at (262) 755-8424 when the cap is ready for pickup.

8. Railroad Insurance and Coordination – Wisconsin and Southern Railroad Company

Replace entire article language with the following:

A. Description

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

A.1 Railroad Insurance Requirements

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

Notify evidence of the required coverage, and duration to Justin Mahr, Senior Manager Real Estate - Contracts; 315 W. 3rd Street, Pittsburg, KS 66762; Telephone (402) 651-8238; E-mail: justin.mahr@watco.com

Also send a copy to the following: Teri Beckman, SW Madison Region Railroad Coordinator; 2101 Wright Street, Madison, WI 53704; Telephone (608) 733-1923; E-mail: teri.beckman@dot.wi.gov

Include the following information on the insurance document:

- Project ID: 5350-02-72
- Project Location: Janesville, Wisconsin
- Route Name: Court Street, Rock County
- Crossing ID: 177418U (Union Pacific)
- -- Railroad Milepost: 91.163
- Work Performed on or within 50' of RR ROW: Paving up to the crossing

A.2 Train Operation

Approximately 6 through freight trains operate daily at up to 5 mph to 10 mph. Approximately 10 switching trains per day.

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

Todd Mulrooney, Superintendent of Engineering, Wisconsin and Southern Railroad Co.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2045; E-mail tmulrooney@watco.com for consultation on railroad requirements during construction.

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

Flagging Contact

See Construction Contact. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1. Contractor must officially request a railroad flagger a minimum of 15 days prior to scheduled work. If the contractor fails to do so and is required to pay an Expedited Fee, the project will not reimburse the contractor for said fee.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the Construction Contact at least five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

WSOR will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

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

stp-107-026 (20240703)

9. Railroad Insurance and Coordination – Union Pacific Railroad Company

Replace entire article language with the following:

A. Description

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

A.1 Railroad Insurance Requirements

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

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

Also send a copy to the following: Teri Beckman, SW Madison Region Railroad Coordinator; 2101 Wright Street, Madison, WI 53704; Telephone (608) 733-1923; E-mail: teri.beckman@dot.wi.gov

Include the following information on the insurance document:

- Project ID: 5350-02-72

Project Location: Janesville, WisconsinRoute Name: Court Street, Rock County

- Crossing ID: 177418U

- Railroad Subdivision: Harvard

- Railroad Milepost: 91.17
- Work Performed on or within 50' of RR ROW: Roadway surface being replaced.

A.2 Train Operation

Approximately 6 through freight trains operate daily at up to 5 mph to 10 mph. Approximately 10 switching trains per day.

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

Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail ctkeckei@up.com for consultation on railroad requirements during construction.

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

Flagging Contact

See Construction Contact. If more than 30 days of flagging is required contact UP 40 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

Cable Locate Contact

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

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

A.4 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor: Replacing the crossing surface.

A.5 Temporary Grade Crossing

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

A.6 Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See e-railsafe.com "Information". The security awareness and contractor orientation training are shown under the railroad's name.

The security awareness and contractor orientation certification is valid for 2 year(s) and must be renewed for projects that will carry over beyond the 2 year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

A.7 Contractor Right of Entry

The contractor will be required to obtain a Right of Entry from Union Pacific Railroad prior to working on railroad right of way. Contact the person in A.1 Railroad Insurance Requirements at least 45 days prior to start of work. The Right of Entry will be issued at no cost to the contractor. If the contractor pays for the Right of Entry, it will not be reimbursed by the project. The Project ID will serve as the ROE permit number unless otherwise stated. Reference A.1 Railroad Insurance Requirements for railroad protective

liability insurance requirements. The required insurance is modified per the attached Contractor Right of Entry (CROE).

A.8 Flagging and Construction Observation

Union Pacific Railroad requires that RailPros be utilized for flagging and construction observation for work within 25' of track centerlines. Contact RailPros prior to construction to coordinate administrative paperwork, flagger and observer scheduling, and work plans. RailPros contacts are as follows:

- Annie Harris, Project Manager (945) 446-5552, for construction observation requirements questions
- Bao Doan, Review Engineer (346) 719-7035 for work plan questions
- Include utilities.office.staff@railpros.com in all communications.

Reference the following project numbers when coordinating with RailPros. Note that it can take up to 45 days to satisfy all Union Pacific Railroad administrative construction observation requirements.

- 0795841: Real estate agreement between Union Pacific Railroad and the City of Janesville for water main. As of January 7, 2025 this agreement has been approved by Union Pacific Railroad but is pending signatures from the City of Janesville. It is anticipated that the fully executed agreement will be received in mid-February 2025.
- 0797847: Fully executed real estate agreement between Union Pacific Railroad and the City of Janesville for traffic signal conduit.
- 0796100: Pending real estate agreement between Union Pacific Railroad and the City of Janesville for storm sewer. As of January 7, 2025 this agreement has not yet been approved. However, it is anticipated that RailPros will be the required flagger and construction observer.

Plan Sheets

The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 25, 84, 129, and 131.

END OF ADDENDUM

