HIGHWAY WORK PROPOSAL

STATE ID

Notice of Award Dated

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

FEDERAL ID

Proposal Number:

COUNTY

HIGHWAY

WISC 2025144 1225-10-72 Manitowoc - Green Bay, IH 043 Manitowoc

PROJECT DESCRIPTION

Sra 51 Maribel/Sra 52 Denmark

ADDENDUM REQUIRED

ATTACHED AT BACK

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

Proposal Guaranty Required: \$290,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: January 14, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code SAMPLE
Contract Completion Time June 19, 2026	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 6%	This contract is exempt from federal oversight.

This certifies that the undersigned bidder, duly sworn, is an authorized representative of the firm named above; that the bidder has examined and carefully prepared the bid from the plans, Highway Work Proposal, and all addenda, and has checked the same in detail

before submitting this proposal or bid; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal bid. Do not sign, notarize, or submit this Highway Work Proposal when submitting an electronic hid on the Internet

Do not sign, notarize, or submit this riighway work r roposar 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: For Departme	ent Use Only
Removals, Grading, Aggregate, Concrete Pavement, Asphalt Paveme Sewer, Erosion Control, Permanent Signing, Traffic Control, Pavemen	

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	e)
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
•	y 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 Work Restriction	ons	6
6.	Utilities		7
7.	Other Contracts.		8
8.	Work By Others.		8
9.	Hauling Restrictions		9
10.	Information to Bidders, U.S. Army Corps of	of Engineers Section 404 Permit	9
11.	Information to Bidders, WPDES General 0	Construction Storm Water Discharge Permit	9
12.	Information to Bidders, Building Construct	ion under Project 1225-10-73	9
13.	Erosion Control		9
14.	Notice to Contractor – Existing Sanitary D	rainage Field to Remain in Place	10
15.	Continuous Count Station (CCS) Installati	on	10
16.	Abatement of Asbestos Containing Materi	al 1225-10-72, Item 203.0216.S	10
17.	Removals, General		10
18.	Temporary Electrical Service		11
19.	Site Clearance, Item 204.0241.01		11
20.	Removing LP Tanks, Item 204.9060.S.01.		11
21.	Removing Parking Light Assemblies, Item	204.9060.S.02	11
22.	Removing Picnic Shelter, Item 204.9060.5	S.03	12
23.	Removing Sidewalk Light Assemblies, Itel	m 204.9060.S.04	12
24.	Removing Benches, Item 204.9060.S.05.		12
25.	Removing Flag Pole, Item 204.9060.S.06.		13
26.	Removing Picnic Tables, Item 204.9060.S	5.07	13
27.	Removing Bollards, Item 204.9060.S.08		13
28.	Removing Electrical Conductors From Exi	sting Conduit, Item 204.9060.S.09	14
29.	Embankment Compaction		14
30.	Asphaltic Surface, Item 465.0105		15
31.		Pipe Grates 24-Inch, Item 611.9850.S.02; Pipe Grates 36-Inch, Item 611.9850.S.04	15
32.	Fence Safety, Item 616.0700.S		15
33.	Landscape Planting Surveillance and Car	e Cycles	16
34.	Pond Liner Clay, Item 640.1303.S		16
35.	Concrete Control Cabinet Bases Type L24	4, Item 654.0224	19
36.	Lighting Units Walkway, Item 659.0700		19
37.	Tracer Wire		19

38.	Lighting Control Cabinets 120/240 24-Inch, Item 659.2124.	19
39.	Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.	19
40.	Intelligent Transportation Systems (ITS) – Control of Materials.	21
41.	Intelligent Transportation Systems - General Requirements	22
42.	Install Pole Mounted Cabinet, Item 673.1225.S.	25
43.	Picnic Tables Single Pedestal, Item 999.1800.S.	26
44.	Double Shredded Hardwood Mulch, Item SPV.0035.01.	27
45.	Planting Mixture, Item SPV.0035.02	28
46.	Salvage Cigarette Snuffers, Item SPV.0060.01; Salvage Receptacles, Item SPV.0060.02	28
47.	Salvage and Reinstall Historical Sign, Item SPV.0060.04	29
48.	Coring Manhole, Item SPV.0060.05.	29
49.	Gates Chain Link Slatted 7FT, Item SPV.0060.06; Gates Chain Link Slatted 4FT Personnel, Item SPV.0060.07; Gates Chain Link Slatted 12FT, Item SPV.0060.08	30
50.	Sewage Ejector Pump and Controls, Item SPV.0060.09.	30
51.	Coring Septic Tank 8-Inch, Item SPV.0060.10.	32
52.	Manholes Sanitary 4FT, Item SPV.0060.11; Manholes Sanitary 5FT, Item SPV.0060.26	32
53.	Manholes 5x5-FT Special, Item SPV.0060.12	33
54.	Flag Pole 35FT, Item SPV.0060.14; Flag Pole 30FT, Item SPV.0060.15.	34
55.	In-Ground Flag Pole Fixture, Item SPV.0060.16.	35
56.	Benches, Item SPV.0060.17.	35
57.	Receptacles, Item SPV.0060.18	36
58.	Ground Rod, Item SPV.0060.19.	37
59.	Install Hybrid Dynamic Message Sign, Item SPV.0060.20.	37
60.	Install Wireless Traffic Sensor, Item SPV.0060.21.	38
61.	Install Wireless Traffic Sensor Repeater, Item SPV.0060.22.	39
62.	Install Wireless Traffic Sensor Access Point, Item SPV.0060.23.	40
63.	Rest Area 51 Drainage Basin Staking, Item SPV.0060.24; Rest Area 52 Drainage Basin Staking, Item SPV.0060.25.	40
64.	Perennial (Wild Columbine), Item SPV.0060.31; Perennial (Butterfly Weed), Item SPV.0060.32; Perennial (Coneflower), Item SPV.0060.33; Perennial (Prairie Smoke), Item SPV.0060.34; Perennial (Black-Eyed Susan), Item SPV.0060.35; Perennial (Wild Geranium), Item SPV.0060.36; Perennial (Iris), Item SPV.0060.37; Perennial (Sage), Item SPV.0060.38; Perennial (Golden Alexander), Item SPV.0060.39.	41
65.	Native Pollinator Seeding Mixture No. 90B, Item SPV.0085.01.	42
66.	Concrete Curb and Gutter, 36-Inch, Type A, Special, Item SPV.0090.01	46
67.	Sanitary Sewer PVC, 8-Inch, Item SPV.0090.02	46
68.	Concrete Mow Curb, Item SPV.0090.04.	47
69.	Fence Chain Link Slatted, 8-ft, Item SPV.0090.05.	48
70.	Forcemain PVC, 2-Inch, Item SPV.0090.06.	49
71.	Construction Staking Sanitary Sewer System, Item SPV.0090.07	50
72.	Concrete Paver Walkway, Item SPV.0165.01.	51

1225-10-72 2 of 52

STSP'S Revised July 3, 2024 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1225-10-72, Manitowoc – Green Bay, (SRA 51 Maribel/SRA 52 Denmark), IH 43, Manitowoc 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 site clearance, building removal, concrete pavement removal, grading, storm sewer, culvert pipe, sanitary sewer, select crushed material, base aggregate dense, concrete pavement, asphaltic surface, curb and gutter, sidewalk, lighting, landscaping, signing and pavement marking and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

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

Interim Completion and Liquidated Damages - IH 43 Rest Areas 51 and 52: Friday, May 30, 2025

Complete construction operations on the contract items on Rest Areas 51 and 52 so that both the existing maintenance buildings and comfort buildings are removed, and the sites are graded to the requirement of the plans and ready for construction operations under Project 1225-10-73. This work is to be completed by Friday, May 30, 2025. Partial grading in areas near the comfort buildings and maintenance buildings may be necessary to provide clear working areas for contractor under project 1225-10-73. Grade building envelopes within 6 inches of finished floor subgrade elevations by May 30, 2025, Complete final grading and restoration near the building upon completion of the buildings' exterior construction.

Complete the following work by May 30, 2025:

Rest Area 51 - Sanitary Sewer: Structures S-1 and S-2, Pipe Runs P-2 and P-4

Rest Area 51 – Storm Sewer: Structures 102, 103, 104, 202, 203, and 204. Pipe Runs P-102, P-103, P-202, and P-203.

Rest Area 52 – Sanitary Sewer: Structures S-12 and S-13, Pipe Run P-7.

Rest Area 52 – Storm Sewer: Structures 404 – 407, 412 – 414. Pipe Runs P-404 – P-406, P-411 – P-413.

1225-10-72 3 of 52

If the contractor fails to complete the work necessary, Rest Areas 51 and 52 to the stage listed above by Friday, May 30, 2025, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on Friday, May 30, 2025. An entire calendar day will be charged for any period of time within a calendar day that the work remains incomplete 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.

Winter Suspension

Schedule and hold a pre-winter suspension meeting with the engineer at least 5 working days prior to the commencement of the suspension stage. Winter Suspension will commence on November 21, 2025. Do not resume work until March 30, 2026, unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned start of construction in 2026. Upon approval the engineer will issue the notice to proceed within 10 days of the approval start date.

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. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

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

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

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

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

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

Protection of Endangered Bats (Removing Buildings)

A bat inspection was completed, and no evidence of bats was observed in buildings on the following parcels: Rest Area 51 nor Rest Area 52. No restrictions apply to these buildings.

If any live or dead bats are discovered during razing, immediately cease razing operations on the site and contact the engineer. The department will consult with the Wisconsin Department of Natural Resources (WDNR) and US Fish and Wildlife Services (USFWS). The department will coordinate the removal of any live, sick, injured, or dead bats.

1225-10-72 4 of 52

4. Traffic.

Rest Areas 51 and 52 will be closed (long-term) to the public from April 28, 2025, through June 19, 2026. Close each rest area (short-term) for one week in March 2025 for tree clearing and removal. Grubbing to occur during long-term closure. Only construction traffic will be allowed during either closure period.

All construction traffic in and out of the Rest Areas 51 and 52 will use the existing entrance and exit ramps. No lane closures are permitted on IH 43 at the rest area ramps. Lane closures are only permitted at the FTMS sign installation locations.

Conduct operations in a manner that will cause the least interference to traffic movements on IH 43 Vehicles exiting or entering IH 43 shall be equipped with amber flashing warning lights visible from 360 degrees from the vehicle. Warning lights will be activated during ingress and egress operations from the rest areas.

Do not haul across, unload material from, stop in, or otherwise interfere with traffic on any portion of IH 43. Do not directly cross the live lanes of IH 43 with any vehicle or piece of construction equipment. Flagging operations will not be permitted on IH 43. Do not use maintenance crossings connecting northbound and southbound roadways of IH 43.

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

Restore traffic control devices along IH 43 installed under Project 1225-10-72 at the end of each workday if responsible for any traffic control devices becoming out of place due to work operations performed by the prime or subcontractors under this contract to deter the traveling public from entering or exiting IH 43 at the rest area ramps.

Prior to any traffic control being placed, provide the engineer, Wisconsin State Patrol and Manitowoc and Brown County Highway Maintenance with the name and telephone number of a local person responsible for the emergency maintenance of traffic control.

Coordinate all traffic handling with the engineer. Place roadway signing as detailed on the plans and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

Contractor shall take care to maintain all buffer areas between lane closure transition and work areas.

2025 NFL Draft Lane Closure Restrictions

During the 2025 NFL Draft, no lane closures are allowed on IH 43 between 6:00 AM, Tuesday, April 22, 2025, to 6:00 AM Monday, April 28, 2025 in both directions.

IH 43 Lane Closure Restrictions and Temporary Single-Lane Closures

Lane closures are not permitted on IH 43 during major events (greater than 30,000-person attendance) at Lambeau Field from 5 hours before start time and to 8 hours after the start time.

Lane closures will not be permitted on northbound IH 43 on Fridays from 12:00 PM to 6:00 PM and on southbound IH 43 on Sundays from 10:00 AM to 5:00 PM. Project construction requires roadside shoulder work zone that will impact the outside lane. These encroachments require a temporary single-lane closure of the IH 43 outside lane. Lane closures shall be set up and taken down each working day or night that work occurs. Lane closures shall not be left in place at the end of a workday or night.

Wisconsin Lane Closure System Advance Notification

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

1225-10-72 5 of 52

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

Notification of Emergency and Local Officials

Notify the following parties at least 3 days (72 hours) in advance of any traffic change:

- Wisconsin State Patrol
- Manitowoc County Sheriff's Office
- Manitowoc County Emergency Management
- Manitowoc County Highway Department
- Brown County Sheriff Department
- Brown County Emergency Services
- Brown County Highway Department

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 IH 43 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 6:00 AM Tuesday, April 22. 2025 to 6:00 AM Monday, April 28, 2025 for 2025 NFL Draft;
- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day:
- From noon Friday, November 21, 2025 to 6:00 AM Monday, December 1, 2025 for Thanksgiving;
- From noon Friday, December 19, 2025 to 6:00 AM Monday, January 5, 2026 for Christmas/New Year's Day;
- From noon Friday, May 22, 2026 to 6:00 AM Tuesday, May 26, 2026 for Memorial Day;
- From noon Friday, July 3, 2026 to 6:00 AM Monday, July 6, 2026 for Independence Day.

stp-107-005 (20210113)

1225-10-72 6 of 52

6. Utilities.

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

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

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-107-065 (20240703)

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

The following utility owners have facilities within the project area:

Brightspeed of Central Wisconsin – Communications has underground facilities at each rest area as described below.

Rest Area 51

Brightspeed serves the existing rest area from the distribution network on CTH T with the facility being located underground along the south right-of-way line of IH 43 and enters the existing plaza from the east.

Brightspeed plans to discontinue the existing communications service and pedestal to Rest Area 51 during construction in 2025.

Rest Area 52

Brightspeed serves the existing rest area from the distribution network on CTH T with the facility being located underground along the north right-of-way line of IH 43 and enters the existing plaza from the north under the existing truck lot.

Brightspeed plans to discontinue the existing communications service and pedestal to Rest Area 52 during construction in 2025.

Lumen – Communications has underground fiber optic facilities located along the south right-of-way line of IH 43 and through Rest Area 51.

The facility is not in conflict and no relocations are required.

WPS - Electric has underground facilities at each rest area as described below.

Rest Area 51

WPS serves the existing rest area from the distribution network on CTH T with the facility being located underground along the south right-of-way line of IH 43 and enters the existing plaza from the east.

WPS plans to discontinue and replace the existing electrical service and transformer to Rest Area 51 in summer/fall of 2024. The new transformer will be placed in consideration of the proposed final infrastructure and the existing transformer will be removed. Electric service will be maintained to the comfort building.

WPS will also install distribution infrastructure between Rest Area 51 and Rest Area 52. The new underground facility will be constructed in fall 2024 and will exit the plaza on Rest Area 51, traversing west behind the truck lot. The facility will cross under IH 43 and extend around the back side of the Rest Area 52 ramps and truck lot to land at the existing transformer location.

1225-10-72 7 of 52

Rest Area 52

WPS serves the existing rest area from the distribution network on CTH T with the facility being located underground along the north right-of-way line of IH 43 and enters the existing plaza from the north under the existing truck lot.

WPS replaced the electrical service to Rest Area 52 in fall of 2023. The new transformer was placed in consideration of the proposed final infrastructure and the existing transformer was removed.

WPS will adjust or replace the transformer on each rest area site in consideration of the future service needed. WPS will replace the transformer and place conduit and conductors into the CT cabinet on each rest area comfort building during construction. This installation must occur after building construction allows placement of the CT cabinet.

Contact Chuck Windus of WPS at (920) 606-1141 (Charles.windus@wisconsinpublicservice.com) a minimum of one week in advance of needing WPS onsite to coordinate electrical service disconnection efforts at each rest area. WPS will require one day to disconnect the services. Service cannot be disconnected until April 28, 2025.

7. Other Contracts.

Project 1225-10-73, Manitowoc – Green Bay, (Rest Area 51 Maribel and Rest Area 52 Denmark), IH 43, Manitowoc County: This project is the building project that is within the limits of this project. Extensive coordination with this project will be necessary to complete both projects.

Coordination with Project 1225-10-73 will be required. Project 1225-10-73 involves the constructing the comfort buildings, maintenance buildings, geothermal well field, potable wells, and the water, electrical and communications connections between the buildings. Coordination with this project will be required for traffic control staging, construction of sidewalks, lighting, utilities, and landscaping, material/equipment delivery and storage, and site access and storage.

Project 1225-10-73 is scheduled to be let on January 14, 2025, and is planned to have a completion date contract of May 1, 2026.

Project 1225-10-72 will be responsible for all required Traffic Control staging on IH 43 and the rest area ramps. Project 1225-10-72 must maintain access to each rest area at all times for construction traffic.

Coordinate with Project 1225-10-73 to ensure that the proposed utilities are protected from equipment impact loadings until adequate cover can be established as directed by the engineer in the field.

Construction materials and equipment shall be stored within project boundary marked on plans once project 1225-10-73 begins work, unless written permission to store materials or equipment outside of this boundary is received from the engineer and 1225-10-73 contractor.

8. Work By Others.

The department has underground septic systems on both sites that will remain in place. Infrastructure to remain includes two septic tanks and the downstream equipment and drainage fields.

On Rest Area 52, the equipment is located behind the existing truck lot with no conflict anticipated. On Rest Area 51, electrical conduit and above ground septic system control panels require relocation with the final site development. Petersen Onsite maintains the septic systems for the department and will remove and replace equipment and control panels. The Peterson contact is Tony Birrittieri, (262) 689-0278, tony@petersenproducts.com.

Contact Petersen Onsite a minimum of two weeks in advance of when septic system shut down is needed to coordinate shutdown and removal of equipment and control panels.

Contact Petersen Onsite a minimum of two weeks in advance of when conduit and control panels need to be reinstalled adjacent to the Rest Area 51 building. Coordinate with Petersen Onsite prior to installation of septic system electrical conduit performed under this contract on Rest Area 52.

Allow installation prior to concrete pavement or sidewalk placement.

1225-10-72 8 of 52

9. Hauling Restrictions.

Access points to the roadways carrying IH 43 traffic for the delivery or hauling of construction materials for this project shall be at the existing ramps.

Equip all vehicles traveling on public roads that are hauling materials or removals that are subject to spillage, either by wind or vibration, with tailgates and adequate sideboards. Use canvas covers and any other protective devices to prevent spillage as determined necessary by the engineer.

10. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

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

A copy of the permit is available from the regional office by contacting Joseph Coughlin at (608) 261-8975.

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

stp-107-054 (20230629)

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Joseph Coughlin at (608) 261-8975. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

12. Information to Bidders, Building Construction under Project 1225-10-73.

The work performed under Project 1225-10-73 includes construction of the Rest Area 51 and Rest Area 52 comfort buildings and maintenance buildings. The work also includes construction of geothermal well fields, potable wells, and the water, electrical, and communications connections between the comfort and maintenance building on each site.

The 1225-10-73 contractor is required to complete the maintenance building and comfort building to the point where the footings are poured, the utilities (electricity, water and sanitary sewer and communications) are stubbed to connection points and the exterior building framework is completed by Friday, August 29, 2025. That contract will be assessed liquidated damages if the required work is incomplete by this date.

13. Erosion Control.

Supplement standard spec 107.20 with the following:

Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading, re-topsoiling, and installation of erosion control devices to minimize the period of exposure to possible erosion.

1225-10-72 9 of 52

Relocate, adjust or modify any erosion control measures in place if impacted by operations under Project 1225-10-73. Payment for this work shall occur under the associated bid items. Coordinate with Project 1225-10-73 contractor prior to removing any erosion control devices that support Project 1225-10-73 operations.

14. Notice to Contractor – Existing Sanitary Drainage Field to Remain in Place.

The existing sanitary drainage fields located on Rest Area 51 north of the existing car lot and on Rest Area 52 located in the northeast corner of the parcel are to remain in place and will be connected to the new rest area building septic systems.

Do not use the drainage field for borrow or waste disposal or staging of personnel equipment, and/or supplies.

15. Continuous Count Station (CCS) Installation.

Contact the department's ATR contact, Russell Lewis at (608) 516-5754 at least three weeks prior to the beginning of construction on the proposed rest area ramps to coordinate installation of cabinet and final counter wiring by department forces.

16. Abatement of Asbestos Containing Material 1225-10-72, Item 203.0216.S.

A Description

This special provision describes abating asbestos containing material in buildings or utility conduit.

B (Vacant)

C Construction

For Buildings:

Jeffrey S. Carlson and Paul M Garvey, License Number: ALL-3420 and ALL-117079, inspected Structures: Rest Area 51 Comfort Building, Rest Area 52 Comfort Building, Rest Area 51 Maintenance Building, and Rest Area 52 Maintenance Building for asbestos on August 30, 2022. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: electrical component boxes in the comfort buildings and maintenance buildings are presumed to contain ACM, quantities of ACM are unknown. A copy of the inspection report is available from Joseph Coughlin at (608) 261-8975, Joseph.Coughlin@dot.wi.gov.

D Measurement

The department will measure Abatement of Asbestos Containing Material 1225-10-72 by each 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

203.0216.S

Abatement of Asbestos Containing Material 1225-10-72

EACH

Payment is full compensation for submitting necessary forms; removing all asbestos; and for properly disposing of all waste materials.

stp-203-006 (20220628)

17. Removals, General.

All existing site removals will occur under Project 1225-10-72. As-built plans of the existing Rest Areas 51 and 52 are available at the Wisconsin Department of Transportation, Northeast Region Office, 944 Vanderperren Way, Green Bay, WI, for review by prospective bidders prior to the bid letting in order to provide additional information regarding site removal items and buildings. Both sites are open

1225-10-72 10 of 52

to the public and available for viewing. For access to non-public areas, contact Joseph Coughlin, (608) 261-8975.

18. Temporary Electrical Service.

Coordinate temporary electrical service needs for construction with Chuck Windus of WPS at (920) 606-1141, Charles.windus@wisconsinpublicservice.com. Costs for temporary electrical service and electricity during construction will be the responsibility of the contractor.

19. Site Clearance, Item 204.0241.01

Supplement standard spec 204.3.2.2 with the following:

Some items included but not limited to under this item are landscaping timbers, landscaping curb, existing plantings, masonry, sanitary sewer, water lines, hydrants, asphalt pads and other miscellaneous materials. All materials associated with this item shall be disposed of off-site.

20. Removing LP Tanks, Item 204.9060.S.01.

A Description

This special provision describes removing LP Tanks conforming to standard spec 204.

- B (Vacant)
- C (Vacant)
- **D** Measurement

The department will measure Removing LP Tanks by each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.01Removing LP TanksEACH

stp-204-025 (20230113)

21. Removing Parking Light Assemblies, Item 204.9060.S.02.

A Description

This special provision describes removing Parking Light Assemblies conforming to standard spec 204.

- B (Vacant)
- C (Vacant)

D Measurement

The department will measure Removing Parking Light Assemblies by each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.02Removing Parking Light AssembliesEACH

stp-204-025 (20230113)

1225-10-72 11 of 52

22. Removing Picnic Shelter, Item 204.9060.S.03.

A Description

This special provision describes removing Picnic Shelter conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Picnic Shelter by each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.03Removing Picnic ShelterEACH

stp-204-025 (20230113)

23. Removing Sidewalk Light Assemblies, Item 204.9060.S.04.

A Description

This special provision describes removing Sidewalk Light Assemblies conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Sidewalk Light Assemblies by each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.04Removing Sidewalk Light AssembliesEACH

stp-204-025 (20230113)

24. Removing Benches, Item 204.9060.S.05.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Benches by each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.05Removing BenchesEACH

stp-204-025 (20230113)

1225-10-72 12 of 52

25. Removing Flag Pole, Item 204.9060.S.06.

A Description

This special provision describes removing Flag Pole conforming to standard spec 204.

- B (Vacant)
- C (Vacant)
- **D** Measurement

The department will measure Removing Flag Pole by each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.06Removing Flag PoleEACH

stp-204-025 (20230113)

26. Removing Picnic Tables, Item 204.9060.S.07.

A Description

This special provision describes removing Picnic Tables conforming to standard spec 204.

- B (Vacant)
- C (Vacant)

D Measurement

The department will measure Removing Picnic Tables by each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.07Removing Picnic TablesEACH

stp-204-025 (20230113)

27. Removing Bollards, Item 204.9060.S.08.

A Description

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

- B (Vacant)
- C (Vacant)
- **D** Measurement

The department will measure Removing Bollards by each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.08Removing BollardsEACH

stp-204-025 (20230113)

1225-10-72 13 of 52

28. Removing Electrical Conductors From Existing Conduit, Item 204.9060.S.09.

A Description

This special provision describes removing Electrical Conductors From Existing Conduit conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Electrical Conductors From Existing Conduit by each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.09Removing Electrical Conductors From Existing ConduitEACH

stp-204-025 (20230113)

29. Embankment Compaction.

Special compaction will be required under the proposed building foundations in the following areas:

- Rest Area 51 comfort building,
- Rest Area 51 maintenance building,
- Rest Area 52 comfort building,
- Rest Area 52 maintenance building.

Supplement standard spec 207.3.6.3 with the following:

The contractor shall prepare and submit to the engineer an embankment plan exclusively for the areas specified. The plan shall explain the following items:

- Location from which fill material will be obtained.
- Type and operation of compaction equipment.
- Control of materials.
- Response to failing tests.

The contractor, with the assistance of project personnel, shall obtain representative samples of material to be used in the construction of these embankments. The contractor shall provide the necessary equipment and operators to obtain these samples. The contractor shall perform this work at least five (5) working days prior to constructing specified embankments.

Replace standard spec 207.3.6.3(2) with the following:

Compact the foundation to a minimum dry density of 95%.

Delete standard spec 207.3.6.3(3).

Replace standard spec 207.3.6.3(4) with the following:

The engineer will determine the maximum dry density according to AASHTO T 180 except, replace the fraction of material retained on the ¾ inch sieve with the No. 4 to ¾ inch material. The engineer will determine the in-place dry density of compacted embankment material according to AASHTO T 310 or by other approved methods.

1225-10-72 14 of 52

30. Asphaltic Surface, Item 465.0105.

Perform this work according to standard spec 465 and as hereinafter provided.

Supplement standard spec 465.2 with the following:

Under the Asphaltic Surface bid items, submit a mix design. Furnish asphaltic mixture meeting the requirements specified for HMA Pavement 4 MT 58-34 S or higher for all layers under 460.2.

31. Pipe Grates 18-Inch, Item 611.9850.S.01;

Pipe Grates 24-Inch, Item 611.9850.S.02;

Pipe Grates 30-Inch, Item 611.9850.S.03;

Pipe Grates 36-Inch, Item 611.9850.S.04.

A Description

This special provision describes providing pipe grates for pipe apron endwalls as detailed in the plans.

B Materials

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged according to the requirements of AASHTO M36.

D Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9850.S.01	Pipe Grates 18-Inch	EACH
611.9850.S.02	Pipe Grates 24-Inch	EACH
611.9850.S.03	Pipe Grates 30-Inch	EACH
611.9850.S.04	Pipe Grates 36-Inch	EACH

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to apron endwalls.

stp-611-010 (20230113)

32. Fence Safety, Item 616.0700.S.

A Description

This special provision describes providing plastic fence at locations the plans show.

B Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

1225-10-72 15 of 52

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1 inch min to 3 inch max

Resin/Construction: High density polyethylene mesh

Tensile Yield: Avg. 2000 lb per 4 ft. width (ASTM D638)

Ultimate Tensile Strength: Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at Break (%): Greater than 100% (ASTM D638)

Chemical Resistance: Inert to most chemicals and acids

C Construction

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT616.0700.SFence SafetyLF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

stp-616-030 (20160607)

33. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$1,500 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

stp-632-005 (20070510)

34. Pond Liner Clay, Item 640.1303.S.

A Description

This special provision describes furnishing and installing clay liner in areas shown on the plans.

B Materials

For each source, prior to excavating and hauling the clay liner to the project, submit the results of the laboratory source screening tests described in Table 1. Laboratory test results of the clay must meet or exceed the requirements before placing material.

Submit source screening test results to the engineer for review, two weeks prior to clay placement.

1225-10-72 16 of 52

C Construction

C.1 Clay Liner

C.1.1 Subgrade

Compact the subgrade to the minimum density using standard spec 207.3.6.2 Standard Compaction, or as otherwise specified in the contract requirements.

C.1.2 Erosion Protection

Do not place the clay liner until after all adjacent site grading has been completed and only after silt fence has been installed completely around the area of clay liner placement.

C.1.3 Clay Placement

After the fine grading is complete, place and compact clay liner in compacted 6-inch lifts. Place each lift of clay liner in one continuous lift. See plans for clay liner construction limits. Measure the thickness of the clay, as shown in the plans, perpendicular to the surface.

Notify the engineer at least three days before starting construction of clay liner.

Table 1

				Testing Frequency	
Reference	Number	Test Title	Requirements	Source Screening	Project Testing
AASHTO ¹	T99-01	Moisture –Density Relationships of Soils Using a 2.5-kg (5.5 lb) Rammer a 305 mm (12-in.) Drop (Standard Proctor)	NA	1/source	NA
AASHTO	T-88-00	Particle Size Analysis of Soils	P200 ³ ≥ 50%	2/source	1/lift
AASHTO	T-89-02	Determining the Liquid Limit of Soils	LL ⁴ ≥ 22%	2/source	1/lift
AASHTO	T-90-00	Determining the Plastic Limit and Plasticity Index of Soils	PI ⁵ ≥ 12%	2/source	1/lift
AASHTO	T310-03	In-Place Density and Moisture Content of Soils and Soil-Aggregates by nuclear Methods (Shallow Depth)	DD ⁶ ≥ 95% of the MDD ⁷	NA	100'x100' Grid/lift
ASTM ²	D5084-03	Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter	K ⁸ ≤ 1 x 10 ⁻⁷ cm/sec	1/source ⁹	1/site ¹⁰

Notes:

- 1. AASHTO = American Association of State Highway and Transportation Officials
- 2. ASTM = American Society of Testing and Materials
- 3. P200 = Percent by weight passing the #200 sieve (%)
- 4. LL = Liquid Limit (%)
- 5. PI = Plasticity Index (%)
- 6. DD = Dry Density (pcf)
- 7. MDD = Maximum Dry Density (pcf) as determined by the Standard Proctor Test
- 8. K = Hydraulic Conductivity (cm/sec)
- 9. The sample for the test shall be remolded at a minimum dry density of 95% of the maximum dry density as determined by the Standard Proctor test and at a moisture content required to achieve the required hydraulic conductivity, but with a minimum moisture content at or above the optimum moisture content as determined in the Standard Proctor test.
- 10. An undisturbed sample from a thinned walled sampler (Shelby tube)

1225-10-72 17 of 52

Compact the clay liner to a minimum of 95% Standard Proctor AASHTO T-99 Maximum Dry Density with footed compaction equipment having feet at least as long as the loose lift height. As needed, clay shall be disked or otherwise mechanically processed before compaction to break up clods and allow moisture content adjustment. Clod size shall be no greater than 4 inches. All compaction equipment utilized shall have a minimum static weight of 30,000 pounds.

Provide all equipment necessary to adjust clay liner to the proper moisture content for compaction.

Make sufficient number of passes of the compaction equipment over each lift of clay to ensure complete remolding of the clay.

Do not proceed with placement of additional lifts until all required clay liner testing and documentation has been completed for the previous lift.

During placement of the clay liner the minimum moisture content shall be as defined by the testing performed in the source screening evaluation and with the following limits:

- No drier than the optimum moisture content as determined by the Standard Proctor test.

If the in-place clay liner fails to meet the requirements of Table 1, then remove and replace or rework any portion of the clay liner not meeting the project requirements until project specifications are met. There shall be no compensation for removing, replacing and reworking clay not meeting the requirements in Table 1.

C.1.4 Project Testing and Acceptance

Perform all project testing at the frequency shown in Table 1 except for project testing for ASTM D5084-03 Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter, which will be done by the department. Record clay liner thickness on a 100 foot x 100 foot grid pattern.

Provide the following:

- Access for on-site testing, inspection, and documentation.
- Machinery required to grade/blade density test locations.
- Machinery required to collect undisturbed clay samples (i.e., with Shelby tubes).
- Replace and recompact clay material removed for testing purposes.

Perform sampling, testing, and documentation for project testing in Table 1, required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at each grading site during all clay liner placement, compaction, and sampling/testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

Perform all project testing with a department approved laboratory.

C.1.5 Department Testing

The department will perform the project testing for ASTM D5084-03 Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter.

D Measurement

The department will measure Pond Liner Clay in volume by the cubic yards, 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 640.1303.S Pond Liner Clay CY

1225-10-72 18 of 52

Payment is full compensation for dewatering areas of site where the clay liner is to be placed; for furnishing, placing and compacting the clay liner; and for performing all tests. stp-640-016 (20210113)

35. Concrete Control Cabinet Bases Type L24, Item 654.0224.

This article describes modifications to item 654.0224 of the standard specifications.

Add the following to standard spec 654.3:

(3) Construct the concrete base for the lighting cabinet as shown in the associated standard detail drawing omitting the maintenance platform. Adjacent concrete sidewalk will be placed under other contract bid items.

36. Lighting Units Walkway, Item 659.0700

Add the following paragraph to standard spec 659.2

(2) Lighting Units Walkway finish: Provide a very fine, non-directional, mechanical polish, black anodized finish complying with AA-C22A41, Class I (0.7 mil).

37. Tracer Wire.

Furnish and install a No. 12 AWG stranded copper wire for future locate purposes through any conduit run void of electrical wire or above any sanitary sewer line. Connect the locate wire by the use of a wire nut at each pull box, manhole, or other access point. All material furnished under this item shall meet the requirements of standard spec 655.

38. Lighting Control Cabinets 120/240 24-Inch, Item 659.2124.

This article describes modifications to item 659.2124 of the standard specifications.

Add the following paragraph to standard spec 659.3.5:

(2) Electrical service to the Lighting Control Cabinet shall be provided through the Rest Area building on the exterior of the rear wall. A 120/208V single phase branch circuit shall be provided from the interior building Main Distribution Panel (MDP) control panel in mechanical room 118 to the Lighting Control Cabinet. All infrastructure from the building electrical panel to the Lighting Control Cabinet is included in the building electrical plans.

39. 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.

For Lamp, Ballast, LED, Switch Disposal by Department, coordinate removal from the work site and delivery to the designated location for disposal by the department.

1225-10-72 19 of 52

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

B.2 Disposal by Department

Items turned in to the department will be considered the property of the department for proper future disposal, and the contractor will have no further obligation for the disposal.

C Construction

C.1 Removal

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

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

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

C.2 Packaging of Hazardous Materials

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

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

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

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

D Measurement

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

The department will measure Lamp, Ballast, LED, SWITCH Disposal by Department as each individual unit removed and delivered to the department, 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.

1225-10-72 20 of 52

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

659.5000.S

Lamp, Ballast, LED, Switch Disposal by Contractor

EACH

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

Payment for Lamp, Ballast, LED, Switch Disposal by Department is full compensation for detachment, handling, packaging, labeling and delivering for disposal by the department; and scrapping and disposal of all other materials.

stp-659-500 (20220628)

40. Intelligent Transportation Systems (ITS) – Control of Materials.

Standard spec 106.2 - Supply Source and Quality

Add the following to standard spec 106.2:

The department will furnish a portion of equipment to be installed by the contractor. This department-furnished equipment includes the following:

Department-Furnished Items
Pole Mounted Cabinets
Hybrid Dynamic Message Sign Assembly Dynamic Message Sign and Controller
Wireless Traffic Sensors
Wireless Traffic Sensor Repeaters
Wireless Traffic Sensor Access Points
CCTV Cameras
CCTV Camera Poles
Cellular Modems
Pole-Mounted Cabinets

Pick-up small department-furnished equipment, such as communications devices, cameras, and controllers, from the department's Traffic Management Center (TMC), 433 W. St. Paul Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact the Statewide ITS Engineer, Dean Beekman at (414) 227-2154 to coordinate pick-up of equipment.

Pick up cabinets and solar power systems, including batteries, at the department's TMC equipment storage facility at 633 W. Wisconsin Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact Dean Beekman to coordinate pick-up of equipment.

Large department-furnished equipment, such as camera poles and dynamic message signs will be delivered by the supplier to a contractor-controlled site identified by the contractor. Delivery will not necessarily be in a "just in time" manner. Store the equipment until field installation.

Within two weeks of Notice to Proceed, contact the engineer and Dean Beekman. Provide the address and contact information for the contractor-controlled location for delivery and the desired delivery schedule for the large state-furnished materials.

Transportation of the equipment between the electric shop and the field or interim locations are the responsibility of the contractor.

1225-10-72 21 of 52

Standard spec 106.3 - Approval of Materials

Add the following to standard spec 106.3:

Design/Shop Drawings

Before the purchase and/or fabrication of any of the components listed herein, and for any non-catalog item shown on the Material and Equipment List specified above, and no more than 30 days after notice to proceed, submit five copies of design drawings and shop drawings, as required, to the department for review. The items and the drawings that represent them shall meet the requirements of the standard specifications.

Design drawing submissions shall consist of signed and certified designs, design drawings, calculations, and material specifications for required items.

Shop drawings will be required for, but not limited to the following:

- Mounting assemblies for the vehicle speed and classification sensors, including their attachment to the structure.
- Mounting LED warning signs to the sign structure.
- 3. Mounting detail for dynamic message signs.
- 4. Any contractor-designed structure or foundation.

The department will complete its review of the material within 30 days from the date of receipt of the submission, unless otherwise specified. The department will advise the contractor, in writing, as to the acceptability of the material submitted. The department may determine that if no exceptions were taken for the item, it is approved, and no further action is required by the contractor; or the item may be partially or totally rejected, in which case modify and/or amend the submittal as required by the department and resubmit the item within 14 days. At this time, the review and approval cycle described above will begin again.

stp-670-005 (20230629)

41. Intelligent Transportation Systems - General Requirements.

A Description

A.1 General

This special provision describes providing elements for an Intelligent Transportation System (ITS) in or along the existing roadway as the plans show.

Unusual aspects of this project include:

- 1. The project includes working on cables and equipment that are carrying data between roadside equipment and the department's Traffic Management Center (TMC). Interruption of this service is not expected to perform this work. If an interruption is determined necessary, it must be done on a weekend, and must be done in a way that minimizes communication outages for the existing equipment. Notify the department's TMC at least 48 hours in advance of the planned interruption.
- 2. The department will furnish some of the equipment to be installed. Make a reasonable effort to discover defects in that equipment before installing it.

A.2 Surge Protection

Equip every ungrounded conductor wire entering or leaving any equipment cabinet with a surge protector. For purposes of this section, multiple cabinets on a single pole or foundation are considered a single cabinet.

B Materials

B.1 General

Only furnish equipment and component parts for this work that are new and have high quality workmanship. All controls, indicators, and connectors shall be clearly and permanently labeled in a manner approved by the engineer. All equipment of each type shall be identical.

All electrical equipment shall conform to the standards and requirements of the Wisconsin Electrical Code, the National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESC), Underwriter's Laboratory Inc. (UL) or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electrical

1225-10-72 22 of 52

Code (NEC), Rural Electrification Administration (REA), Standards of the American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), requirements of the plans these special provisions, the standard specifications, and to any other codes, standards, or ordinances that may apply. All system wiring, conduit, grounding hardware and circuit breakers shall be in conformance with the National Electrical Code. Whenever reference is made to any of the standards mentioned, the reference shall be considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

B.2 Outdoor Equipment

All conductive connectors, pins (except pins connected by soldering), and socket contacts shall be gold plated. Acrylic conformal coating shall protect each circuit board side that has conductive traces. Except for integrated circuits containing custom firmware, all components shall be soldered to the printed circuit board.

To prevent galvanic corrosion, all connections between dissimilar metals shall incorporate a means of keeping moisture out of the connection. Where the connection need not conduct electricity, interpose a non-absorbing, inert material or washer between the dissimilar metals. Use nonconductive liners and washers to insulate fasteners from dissimilar metals. Where the connection must conduct electricity, use a conductive sealant between the dissimilar metals. Alternatively, use an insulating gasket and a bond wire connecting the two metal parts.

B.3 Custom Equipment

Equipment that is not part of the manufacturer's standard product line, or that is made or modified specifically for this project, shall conform to the following requirements:

Where practical, electronics shall be modular plug-in assemblies to facilitate maintenance. Such assemblies shall be keyed to prevent incorrect insertion of modules into sockets.

All components shall be available from multiple manufacturers as part of the manufacturers' standard product lines. All must be clearly labeled with the value, part number, tolerance, or other information sufficient to enable a technician to order an exact replacement part.

Lamps used for indicator purposes shall be light-emitting diodes.

The printed circuit boards shall be composed of "two-ounce" copper on 1/16 inch thick fiberglass epoxy or equivalent type construction. Holes that carry electrical connections from one side of the boards to the other shall be completely plated through. Multilayer printed circuit boards shall not be used. The name or reference number used for the board in the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

All components shall be mounted so that the identifying markings are visible without moving or removing any part, if practical.

B.4 Environmental Conditions

Equipment shall continue to operate as specified under the following ranges of environmental conditions, except as noted in the specifications for individual pieces of equipment.

- 1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
- 2. Duty Cycle: Continuous
- 3. **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.
- 4. Electrical Power:
 - 4.1. **Operating power:** The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies +3 Hz.
 - 4.2. **High frequency interference:** The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
 - 4.3. Line voltage transients: The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.

1225-10-72 23 of 52

5. Temperature and Humidity:

- 5.1. Field equipment: Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
- 5.2. **Equipment in Controlled Environments:** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

B.5 Patch Cables and Wiring

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the devices and no separate payment will be made for them. It is anticipated that this will include fiber optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

B.6 Surge Protection

Low-voltage signal pairs, including twisted pair communication cable entering each cabinet shall be protected by two-stage, plug-in surge protectors and shall be installed on both ends of camera control cables. The protectors shall meet or exceed the following minimum requirements:

- 1. The protectors shall suppress a peak surge current of up to 10k amps.
- 2. The protectors shall have a response time less than one nanosecond.
- 3. The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage and clamp the voltage between each wire and ground at 50 volts.
- 4. The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
- 5. The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
- 6. There shall be no more than two pairs per protector.
- 7. It shall be possible to replace the protector without using tools.

Cables carrying power to curve signs shall be protected at the cabinet by grounded metal oxide varistors of appropriate voltages. The varistors must be at least 0.8 inch in diameter.

C Construction

C.1 Thread Protection

Provide rust, corrosion, and anti-seize protection at all thread assemblies of metallic parts by coating (non-spray) the mating surfaces with an approved compound. Failure to use an approved compound will result in no payment for the items to which coating was to have been applied.

C.2 Cable Installation

When installing new cables into conduits containing existing cables, remove the existing cables and reinstall the existing cables simultaneously with the new cables. Take every precaution necessary to protect the existing cables. In the event of avoidable damage to the existing cables, replace all damaged cables, in-kind, at no additional expense to the department. When cables are pulled into conduit, use a cable pulling lubricant approved by the cable manufacturer. Submit documentation supporting manufacturer approval of the lubricant to the engineer.

C.3 Wiring

Every conductor, except a conductor contained entirely within a single piece of equipment, must terminate either in a connector or on a terminal block. Provide and install the connectors and terminal blocks where needed, without separate payment. Use approved splice kits instead of connectors and terminal blocks for underground power cable splices.

Permanently label and key connectors to preclude improper connection. Obtain prior engineer approval for labeling methods before use.

Terminal blocks must be affixed to panels that permanently identify the block and what wire connects to each terminal. This may be accomplished by silk screening or by installing a laminated printed card under the terminal block, with the labels on portions of the card that extend beyond the block. Installation of terminal blocks by drilling holes in the exterior wall of the cabinet is not acceptable.

Use barriers to protect personnel from accidental contact with all dangerous voltages.

1225-10-72 24 of 52

Do not install conductors carrying AC power in the same wiring harness as conductors carrying control or communication signals.

Arrange wiring, including fiber optic pigtails, so that any removable assembly can be removed without disturbing wiring that is not associated with the assembly being removed.

Communication and control cables may not be spliced underground, except where indicated on the plans.

Cables in the Traffic Management Center (TMC) or in communication hubs, which are not contained within a single cabinet, shall have at least 10 feet of slack.

C.4 System Operations

If the contractor's operations unexpectedly interrupt Intelligent Transportation Systems (ITS) service, notify the engineer immediately and restore service within 24 hours. Repair all damaged facilities to the condition existing before the interruption. If service is not restored within 24 hours, the department may restore service to any operating device and deduct restoration costs from payments due the contractor.

C.5 Surge Protection

Arrange the equipment and cabinet wiring to minimize the distance between each conductor's point of entry and its protector. Locate the protector as far as possible from electronic equipment. Ensure that all wiring between the surge protectors and the point of entry is free from sharp bends.

D Measurement

The department will not measure the work performed under this special provision.

E Payment

The department will pay for the work performed under this special provision under the contract ITS bid items.

stp-670-010 (20230629)

42. Install Pole Mounted Cabinet, Item 673.1225.S.

A Description

This special provision describes installing department furnished aluminum enclosures on poles for intelligent transportation systems equipment.

B Materials

Use stainless steel bolts, nuts, and washers unless otherwise specified.

All conductors, terminals, and parts that could be hazardous to maintenance personnel shall be protected with suitable insulating material.

The cabinet will be equipped with service panels. Two panels shall be provided and mounted on the cabinet sidewalls. The left side panel shall be designated as "Input/Communications," and the right side panel shall be designated as the "Service Panel."

The service panel will be equipped with a four-outlet handi-box. Wire the handi-box to the series portion of the filtering surge protector.

Use metallic conduit, fittings, and adapters required from the underground conduit transition point to the cabinet as part of this item. A typical installation requires on 2-inch conduit. Use metallic conduit conforming to standard spec 652.

C Construction

Coordinate receiving the cabinet from the department's vendor and protect and store the cabinet between receiving the cabinet and installing as shown on the plans. Note and photograph any damage to the cabinet upon receipt and notify the engineer and the Statewide ITS Engineer of any damage.

Fasten the field cabinet securely onto a pole. Provide bolted stainless steel connections with lock washers, locking nuts, or other engineer-approved means to prevent the connection nuts from backing off. Isolate dissimilar materials from one another using stainless steel fittings. Make all power connections to the cabinet as specified in standard spec 656.

1225-10-72 25 of 52

Drill and tap the cabinet, as necessary, to mount the terminal blocks and other attachments to the service panel, to provide an entrance on the back of the cabinet for cable from the pole mounted intelligent transportation systems equipment, and to mount the service panel to the cabinet as shown in the details. Remove all sharp edges or burrs, or both, caused by the cutting or drilling process. Seal all openings to prevent water from entering the cabinet. Mount the surge protector to the service panel.

Install metallic conduit on the exterior of the pole (for entrance to the cabinet from the ground) as the plans show, and according to the applicable requirements of standard spec 652.

D Measurement

The department will measure Install Pole Mounted Cabinet as each individual assembly, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

673.1225.S Install Pole Mounted Cabinet EACH

Payment is full compensation for storing the pole mounted cabinet, installing the pole mounted cabinet; for making all connections and conduit/wire entrances; and for all testing.

stp-673-010 (20230629)

43. Picnic Tables Single Pedestal, Item 999.1800.S.

A Description

This special provision describes providing picnic tables.

B Materials

B.1 Recycled Plastic Planks

Provide planks that meet the following requirements:

- 1. Planks shall be made from 95% post-consumer or post-industrial recycled type 2 HDPE plastic.
- 2. Plastic shall be impregnated with finish color and protected with a UV inhibitor to prevent fade.
- Color shall be dark brown or a shade of dark red brown color, and shall be uniform for all planks within a table unit.
- 4. Plastic shall be able to sustain normal loadings at temperatures ranging from -26 degrees to 100 degrees Fahrenheit without cracking or excessive warping.

Plastic shall be subject to the approval from the engineer.

B.2 Structural Steel Frame

All steel tubes shall be ASTM A500 Grade B, cold-formed electric resistance welded tubing; all other steel shall be minimum ASTM A36M.

B.3 Hardware

Provide bolts that are galvanized steel carriage-type bolts of the sizes specified on the plan.

B.4 Paint

Use one of the following paint systems: Rust-Oleum 9300 System Heavy-Duty Epoxy finish with a 9334 Zinc Rich primer; Sherwin Williams Hi-Solids Catalyzed Epoxy finish with a Zinc Rich primer; or Devoe Tru-Glaze-3 Epoxy Gloss Coating with a Zinc Rich primer.

C Construction

C.1 Steel Fabrication

All welding of structural steel shall conform to the requirements of these specifications and to AASHTO/AWS D 1.2, under structural steel and angle iron of the Bridge Welding Code.

C.2 Painting

Before painting, clean by sandblasting all metal including miscellaneous structural steel to a SSPC-10, commercial blast finish.

1225-10-72 26 of 52

Paint all metal with an epoxy paint over a zinc rich primer. Use printer and finish coat paint that is from the same manufacturer and primer recommended for use with finish coat.

Shop-apply the primer and the first coat. Field-apply the second finish coat after erection of the picnic table.

Perform all painting in strict compliance to the paint manufacturer's instructions for surface preparation and application requirements.

D Measurement

The department will measure Picnic Tables Single Pedestal as a unit, completed according to the contract and accepted.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

999.1800.S

Picnic Tables Single Pedestal

EACH

Payment is full compensation for constructing, furnishing, hauling, installing tables, and painting. stp-999-015 (20030820)

44. Double Shredded Hardwood Mulch, Item SPV.0035.01.

A Description

This special provision describes furnishing and installing Double Shredded Hardwood Mulch at the locations shown on the plans and according to the requirements of standard spec 632, the plans, and as hereinafter provided.

B Materials

Provide Shredded Hardwood Bark Mulch, as shown on plan and according to standard spec 632.2.6.

Shredded Hardwood Bark Mulch shall be finely shredded and shall be the product of a mechanical chipper, hammermill, or tub grinder. The material shall be fibrous and uniformly dark brown in color, free of large wood chunks, and shall be substantially free of mold, dirt, sawdust, and foreign material. No portion of the material shall be in an advanced state of decomposition. The material shall not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. The material shall contain no bark of the black walnut tree. The material, when air dried, shall all pass a 4-inch screen and no more than 20 percent by mass of the material shall pass a 0.10-inch sieve. Unattached bark or greenleaf composition, either singly or combined, shall not exceed 20 percent each by mass. The maximum length of individual pieces shall not exceed 4 inches.

C Construction

Install as shown on the plans and according to standard spec 632.3.9 to a depth of 3 inches over entire area of bed.

Do not use any weed barrier fabric in bark mulch areas. Place the Shredded Hardwood Bark Mulch in such a manner as to not damage plants already in place.

D Measurement

The department will measure Double Shredded Hardwood Mulch by the cubic yard, acceptably completed.

E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0035.01
 Double Shredded Hardwood Mulch
 CY

Payment is full compensation for furnishing and installing all materials.

1225-10-72 27 of 52

45. Planting Mixture, Item SPV.0035.02.

A Description

This special provision describes providing planting mixture at the locations the plans show. Conform to standard spec 632 and as follows.

B Materials

Provide Planting Mixture, as shown on plan. The planting mixture consists of the following blend by volume:

- 1. Two parts topsoil. Topsoil shall conform to standard spec 625.
- 2. One-part sand. Obtain the engineer's approval for the sand.
- 3. One-part compost.

Compost shall be either well-rotted shredded leaf mulch, free of disease; or well-rotted, unleached, stable or cattle manure containing no more than 25 percent by volume of straw, sawdust, or other bedding materials and free of toxic substances. Either shall be free of stones, sticks, soil, weed seeds, debris, and other material harmful to plant growth.

4. One part peat moss. Peat moss shall conform to standard spec 632.

C Construction

Ensure proper excavation of planting area for all areas to receive Planting Mixture. Prepare planting beds by removing any construction materials, stone, or other debris larger than 2 inches in length or diameter for entire area of planting bed and to depths indicated on plans.

Provide planting mixture over entire planting bed area and fine grade to match grades as indicated on plans or to adjacent back of curb or other hardscape surface as indicated on plans and account for settling. Place Planting Mixture in 5-inch to 7-inch lifts, watering in or tamping to reduce settling potential. A minimum of 10-inch depth shall be provided in all locations; depth varies, see plans.

Obtain approval of Planting Mixture depths, locations, and elevations by supervising engineer.

D Measurement

The department will measure Planting Mixture 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 NUMBERDESCRPTIONUNITSPV.0035.02Planting MixtureCY

Payment is full compensation for furnishing and installing all materials; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

ner-632-020 (20190710)

46. Salvage Cigarette Snuffers, Item SPV.0060.01; Salvage Receptacles, Item SPV.0060.02.

A Description

This work shall consist of salvaging and reinstalling existing snuffers and receptacles from Rest Area 51 and Rest Area 52, storing them in a safe place during construction, and moving them to new locations as designated on the plans or as directed by the engineer.

B (Vacant)

C Construction

Existing snuffers and receptacles shall be salvaged and relocated to a safe location in such a manner as to avoid damaging the items. After construction is complete such that the snuffers and receptacles can be safely installed, they shall be moved in such a manner as to avoid damage to the locations designated on the plans or as directed by the engineer. Document any damaged or deteriorated items prior to relocation.

1225-10-72 28 of 52

D Measurement

The department will measure Salvage Cigarette Snuffers and Salvage Receptacles by each unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Salvage Cigarette SnuffersEACHSPV.0060.02Salvage ReceptaclesEACH

Payment is full compensation for moving, storing and protecting the items during construction; and moving them to their new locations.

47. Salvage and Reinstall Historical Sign, Item SPV.0060.04.

A Description

This special provision describes the work to salvage and reinstall historical signs from Rest Area 51 and Rest Area 52, storing them in a safe place during construction, and moving and reinstalling them to new locations as designated on the plans or as directed by the engineer. New sign supports shall be provided according to the SDD Historical Marker Construction using the Dimensioned Post Construction details. Signs shall be removed carefully as to avoid damage.

B Materials

Furnish all materials conforming to the requirements of Section 615 of the Standard Specifications.

C Construction

Existing historical signs shall be salvaged and relocated to a storage location in such a manner as to avoid damaging the signs. Provide wooden crates and durable rodent-proof packing material to protect the signs. Prior to packing historical signs, shrink wrap sign completely. Store historical signs where they can be kept dry.

After construction is complete such that the signs can be safely installed, they shall be moved and installed in such a manner as to avoid damage to the locations designated on the plans.

Reinstall signs as shown in the plans and in accordance with the pertinent requirements of Section 615 of the Standard Specifications.

D Measurement

The department will measure Salvaged and Reinstall Historical Sign as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.04Salvage and Reinstall Historical SignEACH

Payment is full compensation for moving, storing and protecting the signs during construction; moving the signs to their new locations; and for providing materials, including posts, stones, reinforcement and concrete, paint, and bolts; for excavating, erecting, and backfilling, and for preservative treating, and staining.

48. Coring Manhole, Item SPV.0060.05.

A Description

Core into existing manhole to allow for connection into the sanitary sewer system.

B (Vacant)

1225-10-72 29 of 52

C Construction

Cut through wall of existing manhole with equipment that creates a clean and smooth cut. Fill the annular space between the sanitary sewer pipe and the septic tank wall with a flexible seal meeting ASTM C923, Kor-N-Seal or equal, to create a watertight seal. Modify/construct concrete flowline to direct flow from new connection to existing outlet.

D Measurement

The department will measure Coring Manhole by the unit, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.05

Coring Manhole

EACH

Payment is full compensation for furnishing all materials; for coring and sealing; and for disposing of all excavated and surplus material.

49. Gates Chain Link Slatted 7FT, Item SPV.0060.06; Gates Chain Link Slatted 4FT Personnel, Item SPV.0060.07; Gates Chain Link Slatted 12FT, Item SPV.0060.08.

A Description

This work shall consist of furnishing and installing slatted chain link fence gates of the specified width according to the pertinent requirements of standard spec 616, the details on the plans, the pertinent requirements of Fence Chain Link Slatted 8FT as specified in these special provisions, and as hereinafter provided.

B Materials

Furnish latch chain to be used for each gate. Latch chains shall meet ASTM A413/A413M, Grade 30. The chain shall be galvanized, 2'-0" in length, and have size requirements consistent with 3/8" regular link. The department will supply the keyed lock.

C (Vacant)

D Measurement

The department will measure Gates Chain Link Slatted 7FT, Gates Chain Link Slatted 4FT Personnel, Gates, and Gates Chain Link Slatted 12FT as units, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Gates Chain Link Slatted 7FT	EACH
SPV.0060.07	Gates Chain Link Slatted 4FT Personnel	EACH
SPV.0060.08	Gates Chain Link Slatted 12FT	EACH

Payment is full compensation for furnishing all materials; for erecting gates, including all hauling, clearing, excavation, placing concrete footings, setting posts, placing braces and fitting, installing plunger rod and plunger rod catch, attaching wire fabric and inserting slats; and for removal and disposal of all debris and excess excavation.

50. Sewage Ejector Pump and Controls, Item SPV.0060.09.

A Description

A.1 General

Furnish and install a submersible sewage ejector pump, complete with piping, valves, fittings, electrical connections and controls, floats switches and appurtenances into manhole S.1 which serves the maintenance building as shown on the plans. Equipment furnished shall be of latest and most modern

1225-10-72 30 of 52

design; components shall be current models at time of bidding. Contractor shall be responsible for all details as required, including any undesignated items necessary for a complete installation, properly installed and ready for operation.

A.2 Shop Drawings

Submit 4 sets of shop drawings for equipment for approval by the engineer. Furnish the following information:

- Manufacturer's product data and specifications.
- Performance data. Drawings showing general dimensions, openings, connections, components, wiring and piping schematics, templates, and construction details.
- Recommended installation procedures. Motor efficiencies and power factors at all design operating points.

After approval of shop drawings, submit 4 complete bound sets of O/M manuals; include the following:

- Operation/maintenance instruction bulletins.
- Complete parts list for each equipment item.
- Wire lists and wiring diagrams for all panels.
- Approved shop drawings with noted corrections and field modifications.

A.3 Warranty

Pump manufacturer shall warrant the pumps being supplied against defects in workmanship and materials for a period of 5 years under normal use, operation, and service. Plug valves and check valves shall be warranted by manufacturer against defects in workmanship and materials for a period of 1 year under normal use, operation, and service. Submit one copy of each manufacturer warranty to the engineer.

B Materials

B.1 Sewage Ejector Pump, General

Provide totally submersible electrically operated pumps with hydraulic sealing discharge connection, pump guide rails, pump mounting bracket, guide rail supports, and pump lifting chains with hooks in a concrete chamber. Provide piping and accessories, as designated. Design shall be such that pump will be automatically connected to discharge piping when lowered into place. Pumps shall be easily removable for inspection or service, requiring no bolts, nuts or other fastening devices to be removed, and no need for personnel to enter pump well. Pump guide rails and guide brackets shall be non-sparking type; stainless steel rails with brass bushing.

B.2 Pump

Pump shall be sealed submersible type, as manufactured by Flygt, Hydromatic or approved equal, sized for this application. Pump volute, motor, and seal housing shall be of cast iron construction ASTM A-48, Class 25. Pumps shall have double mechanical seals and stainless steel fasteners and hardware. All pump parts coming into contact with sewage shall be protected by a coat of alkyd enamel paint.

B.3 Motors

Motors shall have cooling characteristics suitable to permit continuous operation in totally, partially and non-submerged conditions. Motors shall have an integral overload element imbedded in the winding to protect the motor against overcurrent and overheating due to overload and failure to start. Overload element shall automatically reset when motor cools. Motor power shall be adequate so that the pumps are non-overloading throughout the entire pump performance curve from shut off through run out.

B.4 Motor Power and Control Cables

The motor power and control cables shall be supplied by the pump supplier. Power cable shall be type SO with ground wire, size as recommended by the manufacturer and as required by code. Control cables shall be type SJO, size and number of conductors as required to perform functions specified. Cables shall be potted into a steel connector with polyurethane resin, or other suitable means shall be used to provide a leakproof seal. Power cable and control wiring shall be of sufficient length to reach control panel without splices and shall allow complete removal of pumps from tank without disconnection of wiring.

1225-10-72 31 of 52

C Construction

C.1 Installation

Install pumps according to approved shop drawings and manufacturer's recommendations. Mount as indicated on the plans or as specified by the engineer.

C.2 System Tests

Prior to acceptance, conduct an operational test, under observation of engineer, to demonstrate that installed equipment meets purpose and intent of specifications. Performance shall be demonstrated throughout operating range. Demonstrate that equipment is not defective electrically, mechanically, or otherwise, and is in a safe and satisfactory operating condition. Check for excessive vibration, leaks in manhole, piping, and seals, electrical power input, and correct operation of control system and equipment.

D Measurement

The department will measure Sewage Ejector Pump and Controls as each, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.09

Sewage Ejector Pump and Controls

EACH

Payment is full compensation for furnishing and installing all materials associated with the sewage ejector pump including but not limited to pumps, valves, pipe, floats; cable and flow meters; and for testing.

51. Coring Septic Tank 8-Inch, Item SPV.0060.10.

A Description

Core into existing septic tank to allow for connection into the sanitary sewer system.

B (Vacant)

C Construction

Cut through wall of existing septic tank with equipment that creates a clean and smooth cut. Fill the annular space between the sanitary sewer pipe and the septic tank wall with a flexible seal meeting ASTM C923, Kor-N-Seal or equal, to create a watertight seal.

D Measurement

The department will measure Coring Septic Tank by the unit, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.10

Coring Septic Tank 8-Inch

EACH

Payment is full compensation for furnishing all materials; for coring and sealing; and for disposing of all excavated and surplus materia.

52. Manholes Sanitary 4FT, Item SPV.0060.11; Manholes Sanitary 5FT, Item SPV.0060.26.

A Description

A.1 General

Construct precast concrete sanitary sewer manhole, including excavating, backfilling, and compacting, in the location shown on the plans or as determined by the engineer.

A.2 Submittals

Submit five copies of shop drawings for the precast concrete manhole.

1225-10-72 32 of 52

B Materials

B.1 Manhole

Precast reinforced concrete manhole shall meet the requirements of ASTM C478. Joint shape shall be compatible with designated joint materials. Steps and pipe seal components shall be cast into riser sections. Joints shall have rubber ring or plastic gasket material. Rubber gaskets shall conform to the requirements of ASTM C443. Plastic gaskets shall be preformed, high adhesion material, packaged ready for use between protective paper strips, conforming to Fed. Spec. SS-S00210, Type I, Rope Form; Ram Nek, Kent Seal No. 2, or equal with precast flowline. Pipe seals shall be flexible, watertight, gasket seals for pipe entrance holes; PressSeal/Press Wedge I or PSX, Scales/Res-Seal, or equal meeting ASTM C923; Kor-N-Seal or equal. Manhole steps shall be ASTM C478 cast iron or steel-reinforced copolymer polypropylene.

B.3 Stone Bedding

Stone bedding when required under sanitary sewer manholes, shall consist of clean, hard, and angular material crushed from bedrock limestone, dolomite, or granite graded by weight as follows:

Sieve Size	% Passing by Weight
1"	100
3/4"	90-100
3/8"	20-60
No. 4	0-10
No. 50	0-5

C Construction

Construct sanitary sewer manhole of precast reinforced concrete according to details on the plans. Construct drop manholes, where required on the plans, according to the requirements of Section 3.5.8(d)1 of the Standard Specifications for Sewer and Water Construction in Wisconsin. Excavate as necessary to place precast concrete manhole on a firm and level base. Remove all undesirable material, which cannot support the structure below the normal base bottom and replace with stone bedding as directed by the engineer. Join risers, top sections, adjusting rings, and castings using compatible rubber rings or plastic gasket material. When plastic gasket material is used, joining surfaces shall receive manufacturer's approved primer as required. Ensure gasket material forms a tightly packed, watertight seal in annular joint space. Bring manhole frames to existing grade and embed in a mortar course. Trowel-finish the inner face of this mortar joint. Backfill and compact soils around the sanitary sewer manhole to Standard Proctor density specified for adjacent piping.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Manholes Sanitary 4FT	EACH
SPV.0060.26	Manholes Sanitary 5FT	EACH

Payment is full compensation for all excavation, backfilling, and compacting, installing precast reinforced concrete structure, and placing stone bedding.

53. Manholes 5x5-FT Special, Item SPV.0060.12.

A Description

This work shall consist of furnishing and installing manholes as drainage control structures according to the pertinent requirements of standard spec 611, the details on the plans, and as specified in these special provisions, and as hereinafter provided.

B (Vacant)

1225-10-72 33 of 52

C (Vacant)

D Measurement

The department will measure Manholes 5x5-FT, Special as units, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.12 Manholes 5x5-FT Special EACH

Payment is full compensation for furnishing all materials; for removal and disposal of all debris and excess excavation.

54. Flag Pole 35FT, Item SPV.0060.14; Flag Pole 30FT, Item SPV.0060.15.

A Description

This work shall consist of furnishing and installing new aluminum flag poles and concrete bases as shown on the plans and as hereinafter provided.

B Materials

(1) Flag poles. Provide cone tapered aluminum flag poles with 30-foot and 35-foot exposed height.

Fabricate flag poles from seamless extruded aluminum tubing, alloy 6063-T6, having a minimum wall thickness of 0.125", tensile strength not less than 25,000 psi and a yield point of 25,000 psi. Heat-treat and age-harden flag poles.

Taper shall be manufacturer's standard seamless, uniform, straightline tapered section above a cylindrical butt section. Provide flag pole with uniform conical tapered section of 1" to each 5.5 feet of run.

- (2) Base. Provide manufacturer's standard embedded base system for the type of flag pole installation required. Provide 16-gauge minimum galvanized corrugated steel tube, or 12-gauge rolled steel tube, sized to suit the flag pole and installation. Furnish complete with welded steel bottom base and support plate, lightning ground spike, and steel centering wedges, all welded construction. Provide loose hardwood wedges at top for plumbing pole after erection. Galvanize steel parts after assembly, including foundation tube.
- (3) Finish. Provide a very fine, non-directional, mechanical polish, black anodized finish complying with AA-C22A41, Class I (0.7 mil).
- (4) Flag pole Fittings. Provide the following accessories specifically intended for flag poles furnished.
 - Ball Flush seam 14 gauge spun aluminum, to match pole, sized to match butt diameter of shaft.
 - Truck Aluminum ball-bearing, non-fouling, revolving, double-truck assembly.
 - Cleats One internally mounted, cam-action cleat with internal sheave, factory mounted.

Halyards - One set of min. #10 (5/16") waterproof white polypropylene, equipped with two chrome swivel-snaps to secure the flag, one 3-1/2" neoprene coated counterweight and one beaded nylon retainer ring.

Collar - Spun aluminum finished to match flag pole with diameter 1" greater than diameter of sheave.

Winch – gearless, self-locking direct drive with six tumbler lock.

(5) Concrete Masonry. Concrete masonry shall be according to the requirements of standard spec 501 for Grade A, A-S, A-FA, or A-IP.

C Construction

Spiral wrap each flag pole with heavy Kraft paper or other suitable wrapping, and burlap covering, woodstrip and steel-band prior to shipment.

Deliver flag poles and accessories completely identified for installation procedure. Handle and store flag poles to prevent damage or soiling.

1225-10-72 34 of 52

Install flag poles in compliance with the plans and the manufacturer's instructions. Paint all portions of flag pole below grade with a heavy coat of bituminous paint.

Provide positive lightning ground for each flag pole installation.

D Measurement

The department will measure flag poles as units, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.14Flag Pole 35FTEACHSPV.0060.15Flag Pole 30FTEACH

Flagpoles, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for furnishing all materials; and for installation.

55. In-Ground Flag Pole Fixture, Item SPV.0060.16.

A Description

This special provision describes furnishing and installing the In-Ground Flag Pole Fixtures at the locations shown on the plans and according to the requirements of standard spec 659, the plans, and as hereinafter provided.

B Materials

Furnish and install one of the following models:

- Kim Lighting LTV82 RG SP 18L 4K UV SR
- Dabmar Lighting FG4300-GRL-LED40-S, BR, 64K
- Hydrel In-grade Luminaire M9710C, B, LED, 4K, MVOLT, NSP, FLCSR, RG

C Construction

Fixture shall be recessed, such that the fixture does not provide a trip hazard. Install and aim fixture after flag poles have been installed.

Aiming shall be approved in writing by owner prior to substantial completion.

Follow all manufacturer's recommendations for installation.

D Measurement

The department will measure In-Ground Flag Pole Fixtures by the unit, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRPTION

UNIT

SPV.0060.16

In-Ground Flag Pole Fixture

EACH

Payment is full compensation for furnishing and installing all materials; furnishing and installing fixture and lamps.

56. Benches, Item SPV.0060.17.

A Description

This work shall consist of furnishing and installing benches as shown on the plans and as hereinafter provided.

1225-10-72 35 of 52

B Materials

Furnish one of the following:

- DuMor, Inc. model 160 Series Bench, 160-80, 6' cast bench with steel seat, textured black. https://dumor.com/products/bench-160
- 2. Wausau Tile, Inc., Flat Steel Bench, MF2201, metal powder coat, black. https://wausautile.com/Products/Flat-Steel-Bench-MF2201.cfm
- 3. Belson Outdoors, model Georgetown Style Bench, HM-3250C6, 6', black. https://www.belson.com/Georgetown-Style-Steel-Park-Benches
- 4. TreeTop Products, model Brooklyn Park Bench, 2ZK5773-BK, 6', black. https://www.treetopproducts.com/brooklyn-benches

Benches shall be surface mount and steel frame with factory applied powder coat finish in black.

C Construction

Install benches as indicated on the plans and as provided by the manufacturer's installation instructions. Surface mount with non-corrosive anchoring hardware of maximum size for bench mounting plates.

D Measurement

The department will measure Benches by each unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.16BenchesEACH

Benches, measured as provide above, will be paid for at the contract unit price each, which price will be full compensation for furnishing all materials; and for installation..

57. Receptacles, Item SPV.0060.18.

A Description

This work shall consist of furnishing and installing new receptacles as shown on the plans and as hereinafter provided.

B Materials

Furnish one of the following:

- Wausau Tile, Inc., model TF1015, E22 Sand, blue or brown dome lid top, with logos to match existing. https://wausautile.com/Products/Concrete-Trash-Receptacle-with-PushDoor-Plastic-Top-TF1015.cfm
- 2. TreeTop Products, model 4CW8140, exposed gray, blue or brown dome lid top, with logos to match existing. https://www.treetopproducts.com/concrete-receptacles
- 3. Park Warehouse, model 544tr300, E-22 Sand, blue or brown dome lid top, with logos to match existing. https://parkwarehouse.com/product/square-concrete-trash-receptacle-w-plastic-lid/

Receptacles shall include plastic liners, push door load, leveling feet and lid security cable.

C Construction

Install receptacles as indicated on the plans and as provided by the manufacturer's installation instructions. Level receptacles and align with adjacent installations. Do not mix with salvaged receptacles.

D Measurement

The department will measure Receptacles by each unit, acceptably completed.

1225-10-72 36 of 52

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.17 Receptacles EACH

Receptacles, measured as provide above, will be paid for at the contract unit price each, which price will be full compensation for furnishing all materials; and for installation.

58. Ground Rod, Item SPV.0060.19.

A Description

This special provision describes installing a ground rod and ground wire.

B Materials

Ground rod shall be copper clad steel with cladding 13 mils thick. The minimum diameter is 5/8-inch and the minimum length is 8 feet. Ground wire shall be AWG # 6 bare, solid copper.

C Construction

Use exothermic welding to connect the ground wire to the rod. Install the rod vertically, or as close to vertical as conditions permit. Select locations with moist soil, if available. Place the rod at least 6 feet from all other ground rods.

D Measurement

The department will measure Ground Rod by the unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.19Ground RodEACH

Payment is full compensation for installation of the ground rod and ground wire; welding and connections at both ends of the ground wire..

59. Install Hybrid Dynamic Message Sign, Item SPV.0060.20.

A Description

This special provision describes installing two state-furnished hybrid dynamic message signs as part of a larger static sign on a butterfly sign structure (static sign and sign structure paid for separately), integrating the sign and making it functional in the existing system.

B Materials

Materials will include state-furnished materials and contractor furnished materials.

State-furnished materials include the following:

- One Hybrid Dynamic Message Sign (HDMS). Each HDMS is approximately 2-feet by 3-feet in size and weigh approximately 90 pounds.
- Control cable from DMS Cabinet to DMS.

Contractor furnished materials include the following:

- AWG #6 copper wire or equivalent bonding straps to bond the sign to the structural steel.
- Power cable from power source to DMS.

1225-10-72 37 of 52

C Construction

Install the state-furnished control cable from the HDMS to the pole mounted cabinet. Coil ten feet of cable in the cabinet.

Connect the power and control cables according to the manufacturer's recommendations.

Bond the bottom of the sign structure to one or more ground rods. Use exothermic welding at each end of the ground wire (unless the steel structure has a suitable grounding lug). Use an AWG # 6 solid, bare copper wire to bond the sign structure to the ground rod(s). Use a device that measures resistance to ground using the three-point fall-of-potential method to ensure that the resistance from the sign's ground bar to ground does not exceed 4 ohms. Add more ground rods if necessary to achieve this requirement.

D Measurement

The department will measure Install Hybrid Dynamic Message Sign as a unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.20Install Hybrid Dynamic Message SignEACH

Payment is full compensation for installation of the sign; fabrication and installation of all mounting hardware; furnishing and installation of control and power cables; and testing the sign and controller.

60. Install Wireless Traffic Sensor, Item SPV.0060.21.

A Description

This special provision describes installing department furnished in-pavement flush-mount wireless sensors to detect and count vehicles using the respective road or ramp.

B Materials

The department will furnish the wireless traffic sensor and the epoxy to be used in filling the pavement core.

C Construction

Install wireless traffic sensors at locations as shown on the plans.

Core or drill hole in pavement at least 4" (10 cm) in diameter and 2 1/4" (5.7 cm) deep using a hammer or core drill and vacuum or brush the hole clear of dust and debris.

Use a vacuum to clean dust and debris from the cored hole.

Use a heat gun to ensure the hole is free from moisture.

Use a 2:1 dual cartridge epoxy applicator tool to apply epoxy.

Apply epoxy to the bottom of the hole to a depth of half of the height of the sensor.

Install sensor in hole ½-inch below the road surface making certain the arrow on the sensor lable points the direction of traffic flow.

Take every precaution to ensure that the sensor node is not damaged during storage or installation.

The contractor or field system integrator shall furnish all equipment, appliances, and labor necessary to test the installed sensor node.

Make all communications connections between the wireless sensor, access point and repeater, as required to provide a fully operational detection system.

After the wireless sensor node has been installed, and all other sensor equipment has been installed, perform a field test at the sensor location to verify the sensor is detecting vehicles and accurately relaying the information to the access point.

Furnish all test equipment.

1225-10-72 38 of 52

D Measurement

The department will measure Install Wireless Traffic Sensor 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 NUMBERDESCRIPTIONUNITSPV.0060.21Install Wireless Traffic SensorEACH

Payment is full compensation for installing all materials, necessary to completely install the sensor node; for connecting all the equipment; for configuring the system; and for testing the wireless communications signal strength; and for verifying proper operation.

61. Install Wireless Traffic Sensor Repeater, Item SPV.0060.22.

A Description

This section describes installing a digital radio wireless traffic sensor repeater with antenna on a new or existing pole to extend the range of coverage between the in-pavement wireless traffic sensors and the respective traffic sensor cabinet equipment as shown on the plans.

B Materials

The department will furnish the digital radio wireless traffic sensor repeater, antenna, and mounting bracket.

All department furnished materials associated with this pay item will be from Sensys Networks, Inc.

The contractor will furnish stainless steel banding straps to attach the access point to the new or existing pole.

C Construction

Install digital radio wireless repeaters on new or existing poles at the locations shown on the plans. Integrate the communications among the respective in-pavement wireless traffic sensors, repeaters, and access points as shown on the plans.

Adjust digital radio orientations to meet the configuration requirements in the manufacturer installation and configuration instructions.

Verify that the digital radio signal strength is within the allowable limits.

Document the system configuration settings.

After the repeater has been installed, and all other sensor equipment has been installed, the ATMS field system integrator shall successfully perform a field test at the sensor location to verify the sensor is detecting vehicles and accurately relaying the information to the access point.

D Measurement

The department will measure Install Wireless Traffic Sensor Repeater 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 NUMBERDESCRIPTIONUNITSPV.0060.22Install Wireless Traffic Sensor RepeaterEACH

Payment is full compensation for installing all materials necessary to completely install the system; for connecting all the equipment; for configuring the system; for testing the wireless communications signal strength; for connecting the system to the communications equipment; and for verifying proper operation.

1225-10-72 39 of 52

62. Install Wireless Traffic Sensor Access Point, Item SPV.0060.23.

A Description

This section describes installing a digital radio wireless traffic sensor access point with antenna on a new or existing pole to connect the wireless traffic sensors and repeaters to the respective cellular modem in the respective cabinet equipment as shown on the plans.

B Materials

The department will furnish the digital radio wireless traffic sensor access point, antenna, and mounting bracket.

All department furnished materials associated with this pay item will be from Sensys Networks, Inc.

The contractor will furnish stainless steel banding straps to attach the access point to the new or existing pole.

C Construction

Install digital radio wireless access points on new or existing poles at the locations shown on the plans. Integrate the communications among the respective in-pavement wireless traffic sensors, repeaters, and access points as shown on the plans.

Adjust digital radio orientations to meet the configuration requirements in the manufacturer installation and configuration instructions.

Verify that the digital radio signal strength is within the allowable limits.

Document the system configuration settings.

After the access point has been installed, and all other sensor equipment has been installed, the ATMS field system integrator shall successfully perform a field test at the sensor location to verify the sensor is detecting vehicles and accurately relaying the information to the access point.

D Measurement

The department will measure Install Wireless Traffic Sensor Access Point 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.0060.23
 Install Wireless Traffic Sensor Access Point
 EACH

Payment is full compensation for installing all materials necessary to completely install the system; for connecting all the equipment; for configuring the system; for testing the wireless communications signal strength; for connecting the system to the communications equipment; and for verifying proper operation.

63. Rest Area 51 Drainage Basin Staking, Item SPV.0060.24; Rest Area 52 Drainage Basin Staking, Item SPV.0060.25.

A Description

This special provision describes providing all staking services needed to complete the drainage basin.

B (Vacant)

C Construction

Perform work according to standard spec 650.3.3.

D Measurement

The department will measure Rest Area Drainage Basin Staking by the each, acceptably completed.

1225-10-72 40 of 52

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.24Rest Area 51 Drainage Basin StakingEACHSPV.0060.25Rest Area 52 Drainage Basin StakingEACH

Payment is full compensation for locating and setting construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

64. Perennial (Wild Columbine), Item SPV.0060.31;

Perennial (Butterfly Weed), Item SPV.0060.32;

Perennial (Coneflower), Item SPV.0060.33;

Perennial (Prairie Smoke), Item SPV.0060.34;

Perennial (Black-Eyed Susan), Item SPV.0060.35;

Perennial (Wild Geranium), Item SPV.0060.36;

Perennial (Iris), Item SPV.0060.37;

Perennial (Sage), Item SPV.0060.38;

Perennial (Golden Alexander), Item SPV.0060.39.

A Description

This special provision describes providing perennial plantings at locations the plans show. Conform to standard spec 632 and as follows.

B Materials

Provide Perennial Plants, as shown on plan, and complying with American Standard for Nursery Stock (ANSI Z60.1-2004) for type, shape, and height.

Plant Materials. All plants shall be grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January 1990, unless otherwise approved by the engineer.

Furnish a list of sources for plants as specified in standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

Provide type B fertilizer.

C Construction

Ensure that Planting Mixture has been placed according to the standard specifications and special provisions.

Stake out location of plantings for approval by supervising engineer.

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. The bottom of the root ball shall be in direct contact with the bottom of the hole.

Install Perennial Plants and mulching as the plans show.

D Measurement

The department will measure Perennials, (Type) by the unit, acceptably completed.

1225-10-72 41 of 52

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.31	Perennial (Wild Columbine)	EACH
SPV.0060.32	Perennial (Butterfly Weed)	EACH
SPV.0060.33	Perennial (Coneflower)	EACH
SPV.0060.34	Perennial (Prairie Smoke)	EACH
SPV.0060.35	Perennial (Black-Eyed Susan)	EACH
SPV.0060.36	Perennial (Wild Geranium)	EACH
SPV.0060.37	Perennial (Iris)	EACH
SPV.0060.38	Perennial (Sage)	EACH
SPV.0060.39	Perennial (Golden Alexander)	EACH

Payment is full compensation for furnishing all plant materials; for preparing planting beds; and for disposing of all excavated and surplus material.

65. Native Pollinator Seeding Mixture No. 90B, Item SPV.0085.01.

A Description

This special provision describes preparing seed beds and furnishing and sowing the required seed on areas identified in the plan set.

Conform to standard spec 630 except as modified in this special provision.

B Materials

Conform to standard spec 630.2 and follow guidance for seed mixture 70/70a. Use Table 1 for seed mixture 90B composition.

PLS for seeding mixture 90B must be packaged separately by species and clearly labeled with the vendor's name, species common and botanical names, gross weight, percent PLS, year of harvest and any specialized treatments that have been applied to ensure or enhance germination. The engineer must approve any other packaging procedure.

Table 1 - Native Pollinator Seed Mix 90B

			Seed Metrics				
Nomenclati	ure	Purity &	Oz/	% Mix	lbs/ Acre	lbs/	Seeds/oz
Scientific Name	Common Name	Germination min %	Acre	by Oz/ Acre		1,000 square feet	
Grasses and Sedges							
Andropogon gerardii	Big Bluestem	PLS	6.00	3.85	0.38	0.009	10,000
Bouteloua curtipendula	Side oats Grama	PLS	32.00	20.55	2.00	0.046	6,000
Carex bebbii	Bebb's Oval Sedge	PLS	2.00	1.28	0.13	0.003	34,000
Carex brevior	Fescue Sedge	PLS	2.00	1.28	0.13	0.003	29,000

1225-10-72 42 of 52

Elymus canadensis	Canada Wild Rye	PLS	30.00	19.27	1.88	0.043	5,200
Elymus virginicus	Virginia Wild Rye	PLS	8.00	5.14	0.50	0.011	4,200
Muhlenbergia mexicana	Leafy Satin Grass	PLS	1.00	0.64	0.06	0.001	175,000
Panicum virgatum	Switch Grass	PLS	1.00	0.64	0.06	0.001	14,000
Schizachyrium scoparium	Little Bluestem	PLS	32.00	20.55	2.00	0.046	15,000
Sorghastrum nutans	Indian Grass	PLS	8.00	5.14	0.50	0.011	12,000
Alternate Grasses and Sedges							
Calamagrostis canadensis	Blue Joint Grass	PLS					280,000
Spartina pectinata	Prairie Cord Grass	PLS					6,600
Forbs							
Agastache foeniculum	Blue Giant Hyssop	PLS	1.00	0.64	0.06	0.001	90,000
Asclepias syriaca	Common Milkweed	PLS	3.00	1.93	0.19	0.004	4,000
Astragalus canadensis	Canadian Milk Vetch	PLS	1.00	0.64	0.06	0.001	17,000
Dalea purpurea	Purple Prairie Clover	PLS	4.00	2.57	0.25	0.006	15,000
Euthamia graminifolia	Grass- leaved Goldenrod	PLS	0.10	0.06	0.01	0.000	350,000
Heliopsis helianthoides	False Sunflower	PLS	3.00	1.93	0.19	0.004	6,300
Heuchera richardsonii	Prairie Alumroot	PLS	0.20	0.13	0.01	0.000	700,000
Monarda fistulosa	Wild Bergamot	PLS	1.50	0.96	0.09	0.002	70,000
Penstemon digitalis	Foxglove Beardtongue	PLS	2.00	1.28	0.13	0.003	130,000
Pycnanthemum virginianum	Mountain Mint	PLS	0.75	0.48	0.05	0.001	220,000

1225-10-72 43 of 52

Ratibida pinnata	Yellow Coneflower	PLS	3.00	1.93	0.19	0.004	30,000
Rudbeckia hirta	Black-eyed Susan	PLS	4.00	2.57	0.25	0.006	92,000
Solidago juncea	Early Goldenrod	PLS	0.40	0.26	0.03	0.001	290,000
Solidago rigida	Stiff Goldenrod	PLS	2.00	1.28	0.13	0.003	41,000
Symphyotrichum laeve	Smooth Blue Aster	PLS	1.00	0.64	0.06	0.001	55,000
Symphyotrichum novae-angliae	New England Aster	PLS	1.00	0.64	0.06	0.001	66,000
Tradescantia ohiensis	Ohio Spiderwort	PLS	2.00	1.28	0.13	0.003	8,000
Verbena stricta	Hoary Vervain	PLS	1.50	0.96	0.09	0.002	28,000
Veronicastrum virginicum	Culver's Root	PLS	0.25	0.16	0.02	0.000	800,000
Zizia aurea	Golden Alexanders	PLS	2.00	1.28	0.13	0.003	11,000
Alternate Forbs ³							
Geum aleppicum	Yellow Avens	PLS					20,000
Symphyotrichum oolantangiense	Sky Blue Aster	PLS					80,000
Verbena hastata	Blue Vervain	PLS					93,000
Vernonia fasciculata	Common Ironweed	PLS					24,000

Diversity and Density Metrics

Plant Type	Species Richness	Purity & Germination minimum %	Total Oz/ Acre	% Mix by Oz/ Acre	lbs/ Acre	lbs/ 1,000 square feet	Seeds /oz
Grasses and Sedges	10	PLS	122.00	78.36	7.63	0.175	
Forbs	20	PLS	33.70	21.64	2.11	0.048	
Totals	30	PLS	155.70	100.00	9.73	0.223	

¹Seed mix is designed for 1.0 acre.

1225-10-72 44 of 52

²Alternate species are provided below each section (graminoids and forbs). Wisconsin blooming periods are defined as Spring (April-May), Summer (June-August), and Fall (September-October).

³The contractor may, if the engineer approves, substitute an alternate for a required species that is not available using the same percentage as specified for the required species. Use a different alternate for each unavailable required species. Provide documentation showing that a required forb is not available before using an alternate.

If seeding bare soil with native seed mixture 90B, include the nurse crop as follows. Do not seed native seed mixtures between June 15 and October 15 unless the engineer allows.

Install nurse crop with permanent native seed mix. Select appropriate seed combinations from table below based on timing of installation. Annual rye will be installed with common oats or winter wheat. Nurse crop is not suitable for areas with standing water.

Table 2 - Nurse Crop

Scientific Name	Common Name	Installation Rate					
ocientine Name	Common Name	(lbs/acre)	(lbs/1000 sq. ft.)				
Spring seeding before June 15							
Avena sativa	Common Oats	35	0.8				
Lolium multiflorum	Annual Rye ¹	5	0.12				
When the engineer allows between June 15 and October 15							
Avena sativa	Common Oats	35	0.8				
Lolium multiflorum	Annual Rye ¹	5	0.12				
Fall seeding after October 15 and dorment seeding							
Triticum aestivum	Winter Wheat ²	45	1				
Lolium multiflorum	Annual Rye ¹	5	0.12				

¹Spring (April-May) and late summer (August-early September) preferred for annual rye but may be established in summer or a dormant seeding as seed will overwinter.

C Construction

Conform to standard spec 630.3 following guidance for seed mixture 70/70a.

Seeding will not be allowed between June 15 and October 15 unless the engineer allows.

Sow seeds at a rate of 0.223 pounds per 1000 square feet or 9.73 pounds per acre.

D Measurement

The department will measure the Seeding bid items by the equivalent pound acceptably completed, measured based on net weights of seed shipments or weighed on department-approved scales the contractor furnishes. The department will deduct quantities wasted or not actually incorporated in the work according to the contract. The department will determine the equivalent pounds of seed furnished and applied by dividing the actual pounds of seed applied by the sum of the unadjusted and adjusted percentages, determined as specified in standard spec 630.3.5 of the various species in the seed mixture sown.

1225-10-72 45 of 52

²August-September preferred for winter wheat but may be used as dormant seeding as seed will overwinter and germinate in the spring.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item: ITEM NUMBER DESCRIPTION UNIT SPV.0085.01 Native Pollinator Seeding Mixture No. 90B LB

Payment is full compensation for providing, handling, and storing seed; for providing the required culture and inoculating seed as specified; and for preparing the seed bed, sowing, covering, and firming the seed.

66. Concrete Curb and Gutter, 36-Inch, Type A, Special, Item SPV.0090.01.

A Description

This special provision describes the work that consists of constructing Concrete Curb and Gutter, 36-Inch, Type A, Special according to the pertinent requirements of standard spec 601, as shown on the plans, and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Curb and Gutter, 36-Inch, Type A, Special by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.01 Concrete Curb and Gutter, 36-Inch, Type A, Special LF

Payment is full compensation for providing all materials.

67. Sanitary Sewer PVC, 8-Inch, Item SPV.0090.02.

A Description

This special provision describes the work that consists of furnishing and installing the sanitary sewer, of the diameter shown, with all fittings, caps, plugs, and granular backfill as shown on the plans and as hereinafter provided. This work begins at the locations shown on the plans.

B Materials

B.1 PVC Pipe

pipe and fittings shall comply with applicable standards of the Wisconsin Plumbing Code and be of one manufacturer. The sanitary sewer shall be polyvinyl chloride (PVC) sewer pipe conforming to ASTM D3034, SDR-35. Joints shall be elastomeric gasket type meeting the requirements of ASTM D3034. Sanitary wyes and fittings shall be incidental.

B.2 Granular Material

Granular material for bedding the PVC sewer pipe shall conform to the requirements as specified under bid item "Forcemain PVC, 2-Inch".

B.3 Insulation

Provide foam insulation board in the locations shown on the drawings. Extruded closed-cell polystyrene, 2-inch minimum thickness, with integral high-density skin complying with ASTM C578, Type VI, minimum 40-psi compressive strength, 0.3% max. water absorption, thermal resistance (R-value at 40 deg. F) of 5.4 per 2-inch thickness. Each location shall receive two 4-foot by 8-foot pieces of 2-inch thick insulation board to protect the forcemain or as provided for Zone B per SPS 382.30.

1225-10-72 46 of 52

C Construction

Any changes in grade or direction shall be made at manholes or other structures.

Placement and depth of bedding shall conform to the details shown on the plans. Bedding shall be compacted by hand or mechanically to 90% of the Standard Proctor density (ASTM D698) for the material used.

Prior to backfilling, each section of sewer shall be tested according to standard spec 607.3.5 and compacted to the density of the surrounding undisturbed soils.

D Measurement

The department will measure Sanitary Sewer PVC, 8-Inch by the linear foot, acceptably completed. The length to be paid shall not include the construction into or through manholes or other structures.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.02Sanitary Sewer PVC, 8-InchLF

Payment is full compensation for excavating, backfilling, and compacting; for furnishing and placing all materials, including fittings, frost protection, and granular backfill; and for connecting to existing piping.

Contract unit prices shall apply without adjustment to the quantities of sanitary sewers constructed at elevations not in excess of 12-inches above or below the elevations shown on the plans. Pipe sewers or portions thereof constructed by order of the engineer at elevations in excess of 12-inches above or below the elevations indicated on the plans will be considered and paid for as provided in standard spec 109.4, Extra Work.

Any work involved in forming a satisfactory foundation at depths of 12 inches or less below the bottom of the pipe will be considered incidental and will not be paid for as Extra Work. Any work required at depths greater than 12-inches below the bottom of the pipe will be paid for as Extra Work according to standard spec 109.4.

68. Concrete Mow Curb, Item SPV.0090.04.

A Description

This special provision describes the work that consists of constructing Concrete Mow Curb for specific landscape areas according to the pertinent requirements of standard spec 601, as shown on the plans, and as hereinafter provided.

B (Vacant)

C Construction

The concrete mow curb shall be constructed according to the plan or as directed by the engineer.

D Measurement

The department will measure Concrete Mow Curb according to standard spec 601.4 and the construction details of the plans.

E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.04
 Concrete Mow Curb
 LF

Payment is full compensation for providing all materials.

1225-10-72 47 of 52

69. Fence Chain Link Slatted, 8-ft, Item SPV.0090.05.

A Description

This special provision describes the work that consists of furnishing and erecting wood or metal slatted chainlink fence according to standard spec 616 as shown on the plans and as hereinafter amended.

B Materials

(1) Fence Fabric.

Delete standard spec 616.2.2.1 and replace with the following:

Zinc-coated steel fence fabric shall be woven of No. 9. gauge wire in two-inch diamond pattern mesh when slats are inserted diagonally, and 3-1/2 inch by 5-inch diamond pattern mesh when slats are inserted vertically; have both selvages knuckled; and shall conform to the pertinent requirements for Zinc-Coated Steel Fabric of the Specifications for Chain Link Fence, AASHTO Designation: M 181. The zinc coating, when subjected to the Preece Test (ASTM Designation: A 239 or AASHTO Designation: T 66) shall withstand a minimum of six one-minute dips.

Aluminum-coated steel fence fabric shall be woven of No. 9-gauge wire in two-inch diamond pattern mesh when slats are inserted diagonally, and 3-1/2 inch by 5-inch diamond pattern mesh when the slats are inserted vertically; have both selvages knuckled; and shall conform to the pertinent requirements for Aluminum-coated Steel Fabric of the Specifications for Chain-Link Fence: AASHTO Designation: M 181.

(2) Slats.

- a. Metal. Metal slats shall be .020-inch minimum thickness galvanized steel or 30-gauge aluminum strips. Metal strips may be inserted diagonally or vertically into the chain-link fabric, shall be woven through the fabric, and securely fastened to it with approved fasteners. Metal slats shall be factory painted, color per engineer to closely match adjacent building, and shall be uniformly colored. Bent, dented, scratched, or missing slats shall be replaced.
- b. General. All slatted fence fabric furnished under the contract shall be of the same type. The slatted fence fabric furnished shall be of the same nominal height as the designated height of the fence.
- (3) Smooth Wire.

Amend standard spec 616.2.2.3 as follows:

The tension wire shall be 7-gauge.

C Construction

Setting Posts.

Revise the second sentence of the second paragraph of standard spec 616.3.3.2 to read as follows:

Posts shall be spaced, center to center, at not more than 8 feet when placed on tangent or on a curve with a radius greater than 2000-feet; and not more than 6 feet when placed on a curve with a radius between 200-feet and 1000-feet; and at not more than 5 feet when placed on a curve with a radius of less than 100-feet.

Erecting Fabric.

Revise the fourth sentence of the third paragraph of standard spec 616.3.3.3 to read as follows:

Fabric fasteners shall be placed on line posts, top rail, and braces at not greater than 8-inch centers, and on bottom tension wire at not greater than 12-inch centers.

D Measurement

The department will measure Fence Chain Link Slatted, 8-ft by the linear foot, acceptably completed. The quantity to be paid shall be the total number of linear feet of fence, measured, center to center of end posts, along the top rail, with deductions for gate or other openings.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.05 Fence Chain Link Slatted, 8ft LF

1225-10-72 48 of 52

Payment is full compensation for furnishing all materials; for erecting fence, including all hauling, clearing, excavation, placing concrete footings, setting posts, placing braces, and fittings, attaching wire fabric and inserting slats; for removal and disposal of all debris and excess excavation.

70. Forcemain PVC, 2-Inch, Item SPV.0090.06.

A Description

Excavate required trenches, furnish and lay therein forcemain of the size, material, and class specified, furnish and place granular bedding, stone bedding and buttressing when needed, and backfill and compact trenches in the locations shown on the plans or as determined by the engineer.

B Materials

B.1 Forcemain Pipe

The forcemain shall be polyvinyl chloride (PVC) pressure pipe, ASTM 2241 SDR-26 suitable for 160-psi hydrostatic pressure. Joints shall be bell and spigot with rubber rings conforming to ASTM F477. Solvent weld joints will not be allowed.

B.2 Granular Material

Granular material used for bedding of the forcemain pipe shall consist of particles ranging from fine to coarse in a substantially uniform combination. Sufficient fine material shall be present to fill all the voids of the coarse material. No stone over 75-mm sieve size shall be present. Some fine clay or silt particles are desirable but shall not be present in the form of lumps. Granular material shall conform to the grading requirements as follows:

Sieve Size	% Passing by Weight
2"	95-100
No. 4	35-60
No. 200	5-15

B.3 Crushed Stone

Crushed stone when required under sanitary sewer forcemain, shall consist of clean, hard, and angular material crushed from bedrock limestone, dolomite, or granite graded by weight as follows:

Sieve Size	% Passing by Weight
1"	100
3/4"	90-100
3/8"	20-60
No. 4	0-10
No. 50	0-5

B.4 Tracer Tape

Provide tracer tape above the installed forcemain throughout the entire route. Detectable warning tape shall have sharply printed "SANITARY SEWER" on a green background. Minimum width of tape shall be 2-inches. Tape shall be detectable to a depth of 1½-inches below grade.

B.5 Insulation

Provide foam insulation board in the locations shown on the drawings. Extruded closed-cell polystyrene, 2-inch minimum thickness, with integral high-density skin complying with ASTM C578, Type VI, minimum 40-psi compressive strength, 0.3% max. water absorption, thermal resistance (R-value at 40 deg. F) of 5.4 per 2-inch thickness. Each location shall receive two 4-foot by 8-foot pieces of 2-inch thick insulation board to protect the forcemain or as provided for Zone B per SPS 382.30.

1225-10-72 49 of 52

C Construction

C.1 Installation

The maximum and minimum width of the trench at the top of the pipe shall be the outside diameter of the pipe plus 2 feet and 1 foot, respectively. Assemble and install the forcemain pipe according to the manufacturer's recommendations. Place the bedding materials as shown on the details. Play the material by hand or by an equally careful means; compact by hand or mechanically to 90% of the Standard Proctor density (ASTM D698) for the material used. If the bottom of the trench is of undesirable material, such as organic soil, or the presence of groundwater makes the trench condition unsuitable, then use crushed stone bedding. Deflection of pipe and joints shall not exceed those recommended by the manufacturer. Cast-in-place concrete buttresses for bends 15-degrees or larger shall conform in size to the dimensions shown on the buttress details. Cleanouts shall be of the exact size and type as the forcemain; place in locations as shown on the plans. However, these locations may be adjusted to better suit field conditions and actual pipe position. Backfill the forcemain and machine compact immediately upon laying pipe. Install tracer tape directly over forcemain at a depth of 6 inches to 12 inches below finished grade. Use excavated material for backfill provided that the material, in the judgement of the engineer, is suitable. Organic matter, all types of refuse, or concrete are considered unsuitable. Do not use frozen backfill material. Compact the backfill to the density of surrounding undisturbed soils.

C.2 Testing

Perform pressure and leak tests for each section of forcemain. The contractor shall be responsible for obtaining and disposing of water required for tests. Run the pressure testing at 150% of the design operating pressure as specified by the engineer, but not less than 50-psi. The leakage test may be done concurrently with the pressure test. Leakage allowed shall be 3.25 fl. oz. per 3280 feet for each .04 inches of nominal diameter size of pipe (3 gal per 3280 feet for 6-inch pipe). Test for leakage shall last for one hour and if the test should fail, immediately make the necessary repairs at contractor expense. A two-day notification to the engineer is required prior to conducting these tests. The engineer shall be present at the testing and will record results. Obtain prior approval from the engineer for all testing procedures.

D Measurement

The department will measure Forcemain, PVC, 2-Inch, by the linear foot, acceptably completed. Payment length will not include the construction into or through manholes or other structures.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.06Forcemain, PVC, 2-InchLF

Payment is full compensation for all excavating, bedding, backfilling, and compacting; for furnishing and placing all materials including granular and stone bedding, fittings, cleanouts, and buttresses; and for all testing. Any work involved in forming a satisfactory foundation at depths of 12-inches or less below the bottom of the pipe will be considered incidental and will not be paid for as Extra Work. Any work required at depths greater than 12-inches below the bottom of the pipe will be paid for as Extra Work according to standard spec 109.4.

71. Construction Staking Sanitary Sewer System, Item SPV.0090.07.

A Description

Furnish and set construction stakes or control points and make all calculations required that are necessary to establish the horizontal and vertical position of sanitary sewer system (includes sanitary sewer pipe, manholes, cleanouts, air release valves, comminutor, sanitary lift station, valve vault, horizontal deflection, and vertical bends of the sanitary sewer system), as the case may be, according to the plans or as directed by the engineer. The work also includes checking horizontal and vertical position of sanitary sewer structures, sanitary sewer pipe for accuracy with existing field conditions. Immediately notify the engineer of any errors and apparent discrepancies for correction or interpretation prior to proceeding with the work.

B (Vacant)

1225-10-72 50 of 52

C Construction

C.1 General

Obtain or calculate from data in the plans all benchmark data, grades, and alignment; verify the data, grades, and alignment with the engineer prior to beginning the work. The engineer will furnish horizontal alignment, horizontal alignment ties, and control point data. This work shall include re-establishing the plan horizontal roadway alignment, alignment ties, and control points. Obtain prior approval of the engineer for methods of survey and staking prior to beginning the work. The degree of accuracy used in the survey work shall be consistent with third order, Class II. Establish additional benchmarks and control points as necessary or as directed by the engineer. Check plan dimensions, alignment, and elevations for accuracy with existing field conditions. Any errors and apparent discrepancies shall be called to the engineer's attention immediately for correction or interpretation prior to proceeding with the work. Maintain neat, orderly and complete survey notes and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours upon request as the work progresses.

C.2 Sanitary Sewer System

Set and maintain construction stakes for sanitary sewer system as necessary to achieve the required accuracy and to satisfy the contractors' method of operations. Locate all sanitary sewer system construction stakes to within 0.02 feet of the true horizontal position and establish the grade elevation to within 0.01 feet of the true vertical position. Place construction stakes for sanitary sewer at every sanitary sewer structure, (manholes, cleanouts, air release valves, comminutor, sanitary lift station, valve vault) and at every horizontal deflection and vertical bend in the sanitary sewer. In addition, place stakes at 50-foot intervals along the sanitary sewer. Determine that sanitary sewer structures, bends and deflections of the sanitary sewer pipe match existing field elevations and provide this information to the engineer 14 calendar days prior to the contractor ordering manholes, cleanouts, air release valves, comminutor, sanitary lift station, valve vault, and sanitary sewer pipe.

D Measurement

The department will measure Construction Staking, Sanitary Sewer System by the linear foot, acceptably completed, along the centerline of the pipe including sanitary sewer structures.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0090.07

Construction Staking, Sanitary Sewer System

LF

Payment is full compensation for performing the survey work necessary to locate and set all manholes, cleanouts, air release valves, comminutor, sanitary lift station, valve vault, and sanitary storm sewer pipe structures, and sanitary sewer pipe for accuracy with existing field conditions; fand or resetting damaged or missing sanitary sewer structure and sanitary sewer pipe construction stakes.

72. Concrete Paver Walkway, Item SPV.0165.01.

A Description

This special provision describes furnishing and installing Concrete Pavers on a base aggregate dense and limestone bedding course. The base aggregate dense shall be per the pertinent provision of standard spec 305.

B Materials

Paver: Commercially available concrete landscape paver.

Material: Solid concrete units complying with ASTM C902.

Finish: Fine texture.

Minimum dimension (L by W by D): 8" by 8" by 1.75".

Average Compressive Strength (ASTM C140): 8000 psi with no individual unit under 7200 psi

Flexural Strength (ASTM C973): Greater than or equal to 700 psi

Average Water Absorption (ASTM C140): 5 percent

1225-10-72 51 of 52

Color Pigment Material Standard: Comply with ASTM C 979.

Color: Brown.

Limestone bedding course shall be natural sand or sand manufactured from crushed rock and conform to the grading requirements of ASTM C 33.

C Construction

Install Concrete Paver Walkway according to manufacturers' written instructions.

- Perimeter Containment: Perimeter framing and edging boards located at the outside of the paver perimeter must be installed to provide restraint.
- No movement should be allowed at the perimeter of the paver system.
- Install base aggregate as shown on the plans and as per the Standard Specifications.

D Measurement

The department will measure Concrete Paver Walkway in area by the square foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.01Concrete Paver WalkwaySF

Payment is full compensation for installing concrete pavers, limestone bedding, base aggregate dense 1.25-inch, paver edge restraint, 4-inch pipe underdrain, connections to the roof drain system for the 4-inch underdrain and all materials needed.

1225-10-72 52 of 52

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:

 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>12</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 __7__ (number) TrANS Apprentice(s) be utilized on this contract.

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

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

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

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

Description

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

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

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

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

1. Definitions

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

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

2. WisDOT DBE Program Compliance

a. Documentation Submittal

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

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

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

b. Verification of DBE Commitment

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

(1) DBE Goal Met

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

(2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

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

a. Solicitation Guidance for Prime Contractors:

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

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

b. Guidance for Evaluating DBE quotes

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

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

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

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

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

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

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

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

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

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

6. Counting DBE Participation

Assessing DBE Work

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

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

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

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

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

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

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

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

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

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

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

a. Issuing a Contract Change Order

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

b. Contractor Considerations

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

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

c. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

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

d. Evaluation and Response to the Request

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

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

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

e. DBE Utilization beyond the approved DBE Commitment

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

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

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

Special note on trucking

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

10. Commercially Useful Function

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

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

11. Credit Evaluation for DBE Primes

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

12. Joint Venture

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

13. Mentor-Protégé

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

14. Use of Joint Checks

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

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

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

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

15. Payment

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

Appendix A Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

Appendix B

Sample Contractor Solicitation Letter Page 1 (This sample is provided as a guide, not a formatting requirement)

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

- Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.
- **Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.
- Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov). This same website can be checked for the contract status.
- **What should your quote include?** All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.
- **Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials?** We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

When are quotes due?

- [Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.
- Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

Why partner with [Prime Contractor]?

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

Please check all that apply:

Signs/Posts/Markers

Survey/Staking

Yes, we will be quoting the projects & items listed below

Please take our name off your monthly DBE contact list

No, we are not interested in quoting on the letting or its items referenced below

Sample Contractor Solicitation Letter Page 2

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

REQUEST FOR QUOTE

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

rime Contractor Contact:	DBE:	
none:		
mail:		
Please circle the proposals an	nd items you will be quoting below and	d contact us with any question
Proposal	1	6
County	Dane County	Crawford County
Clearing & Grubbing	X	Х
Dump Truck Hauling	X	Х
Curb/Gutter/Sidewalk	X	
Erosion Control Items		Х
Excavation	X	Х
Pavement Marking		Х
Traffic Control	X	
Sawing	X	Х
QMP, Base		Х
Pipe Underdrain	X	
Landscape		Х
Beam Guard	X	
Electrical	X	

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

X

X

Sample Contractor Solicitation Email - Simplified

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

ATTENTION DBEs

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

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

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

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

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

Prime Contractor Project Manager

Direct: 414-555-555 Cell: 414-555-556

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

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

ATTENTION WISDOT SUBCONTRACTORS

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

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

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

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

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

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

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

Prime Contractor Project Manager Direct: 414-555-5555 Cell: 414-555-5566

Appendix C Small Business Network (SBN) Overview

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

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

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

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

Appendix D

Good Faith Effort Evaluation Measures by categories referenced in DBE regulations

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

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

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

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (points added for each day prior to letting)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements.
 Page 22 of 36

GFE Evaluation Rubric – Phase 1 – Initial Review

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

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

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

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

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

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

GFE EVALUATION - PHASE 2 - Team Review

GFE Team completes:

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

Rating Scale:

GFE Approval:

Bona Fide = 6 or more categories color coded green.

Genuine effort characterized by sincere and earnest activities - "Solicitation" and "Sound Reasoning" must be green

GFE Approval:

Sufficient = 5 or more categories color coded green or yellow

Adequate effort documented with a variety of quality activities – "Solicitation" and "Sound Reasoning" must be green or yellow

GFE Denial:

Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

Green = Exceeds expectations

Yellow = Meets expectations

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

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

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

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

Appendix E Good Faith Effort Best Practices

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

Primes

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

DBE

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

Appendix F Good Faith Effort Evaluation Guidance Appendix A of 49 CFR Part 26

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

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

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

- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- A. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
- (2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- (2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

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

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

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

Official Form DT1506 can be found here: https://wisconsindot.gov/Documents/formdocs/dt1506.pdf

COMMITMENT TO SU			er-			Departme		sportation
DT1506 12/2021 s.84.06(2)			0.50	Project ID: Proposal #				
Prime Contractor: County:				Letting Date:				
This contract requires that a spec	rified percentage	of the work be subcontra	cted to a	Total \$ Value of				
disadvantaged business enterprised described in ASP-3. The submitts	se and that this i	nformation be submitted a	as utes vour	Prime Contract: DBE Contract Go	_ <u>\$_</u> nal:	%		
DBE commitment. Include Attach	ment A for DBE	s included on commitmen	t.	DBE Goal Achiev	-	0.00%		
This form must be complete	d and returne	d for this proposal. S						
1. DBE Firm	2. Work or Ite	ms to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE I Subcont		6. DBE / for Cred	
				O# L#				
				O# L#				
				O# L#				
				O# L#				
				0#				
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				0#				
				L# O#				
				L# O#				
				L#				
					\$	0.00	\$	0.00
Government L Approved Ar	nounts							
A = \$ V = \$	%		8	Prime Representa	tive Siar	nature 9 F		
Total = \$	%			i inne Nepresenta	.ive Sigi	iature ox L	/ate	
Signature:				0 900000 00000 00000	6.00	45 (100)		
Date: Good faith effort approved:	Yes □ N	o □ 		DBE Office Signat	ure & Da	ate Appro	ved	

1

COMMITMENT TO SUBCONTRACT TO DBE ATTACHMENT A

CONFIRMATION OF PARTICIPATION

Project I.D.:		Prop	osal Number:		
Letting Date:					
Name of DBE Firm Participat	ing in this Contract:				
Name of the Prime/Subcontra	actor who hired the DBE	Firm:	(list all names of tiers if more th	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 O	ts with the participating	Prime	e Contractor Representative's Nan	ne (Print Nam	ne)
	DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed		Prime Contractor (Print Company Name)		
		Date			
FOR PARTICIPATING DBE FIR	s with the Prime	Parti	cipating DBE Firm Representative	s Signature	Date
Contractor or the Hiring Contract work or supply the material indic subcontract value listed above.		Participating DBE Firm Representative's Name (Print Name)			
FOR DBE TRUCKING FIRMS O	credit, only trucks listed	Participating DBE Firm (Print Company Name)			
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.		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-of-this-contract-proposal, as-demonstrated-by-my-responses-and-as-specified-in-Additional-Special-Provision-3-(ASP-3). I-certify-that-the-information-given-in-the-Documentation-of-Good-Faith-Efforts-is-true-and-correct-to-the-best-of-my-knowledge-and-belief I-further-understand-that-any-willful-falsification,-fraudulent-statement,-or-misrepresentation-will-result-in-appropriate-sanctions,-which-ma							
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
Payament Madrine	ABC-Marking	Leslie·Lynch	4/1/2020	Email; phone
Pavement-Marking	#1-Marking-Co.	Mark-Smart	4/1/2020	Email;·left·VM
Flactrical	Winterland·Electric	Tabitha-Tinker	4/3/2020	Email,·left·VM
Electrical	Superstar-Wiring	Jose-Huascar	4/3/2020	Email; phone

INFORMATION-PROVIDED-LOG

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

NEGOTIATIONS:LOG

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

ASSISTANCE-LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Acceptance and Final Payment

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

ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

A Description

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

B Categories of Work Items

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

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

C Fuel Index

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

The base Fuel Index (BFI) for this contract is \$2.55 per gallon.

D Computing the Fuel Cost Adjustment

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

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

$$FA = \mathop{\mathbf{c}}_{\mathbf{c}}^{\mathbf{E}FI} - \mathop{\mathbf{c}}_{\mathbf{z}}^{\mathbf{O}} Q x BFI$$

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

Where FA = Fuel Cost Adjustment (plus or minus)

CFI = Current Fuel Index BFI = Base Fuel Index

Q = Monthly total gallons of fuel

E Payment

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

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

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	505
Expansion joint filler	415.2.3
Asphaltic materials	455.2

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.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief. that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- **6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, 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, 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		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		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 WAUKESHA	
		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

Rates Fringes

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

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 inches); Drilling Machine Tender, day light 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: WI20240011 11/08/2024

Superseded General Decision Number: WI20230011

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 |. The contractor must pay option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- all covered workers at least \$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 . or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$12.90 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
0	01/05/2024
1	01/26/2024
2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/10/2024
6	05/17/2024
7	05/24/2024
8	06/21/2024
9	06/28/2024
10	07/05/2024
11	08/23/2024
12	09/06/2024
13	09/20/2024
14	09/27/2024
15	11/08/2024

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

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 Small Boiler Repair (under	•	31.50	
25,000 lbs/hr)	\$ 26.91	16.00	

^{*} BRWI0001-003 06/03/2024

CRAWFORD, JUNEAU, MONROE, TREMPEALEAU, AND VERNON COUNTIES

Rates

Fringes

D : 17	<i>t</i> 20 00	27.00
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
DDTSW AVED		
BRICKLAYER Bricklayer & Tile Setter		27.01
* BRWI0003-001 06/01/2024		
DOOR, KEWAUNEE, FLORENCE, FOND D MARINETTE, MARQUETTE, OCONTO, SH COUNTIES		
	Rates	Fringes
DDTCK/ AVED		
BRICKLAYER Bricklayer, Cement Mason, Tile Setter		27.41
* BRWI0004-003 06/01/2024		
WALWORTH COUNTY		
	Dates	Fringes
	Rates	FLITIBES
BRICKLAYER	•	27.90 27.90
TILE SETTER	.\$ 37.09	27.90
* BRWI0006-001 06/01/2024		
ADAMS, CLARK, FOREST, LANGLADE, PORTAGE, TAYLOR, VILAS AND WOOD		MENOMINEE, ONEIDA,
	Rates	Fringes
BRICKLAYER		<u>-</u>
Bricklayer,Cement Mason,Tile Setter		27.53
* BRWI0006-004 06/01/2024		
PRICE COUNTY		
	Rates	Fringes
		_
Bricklayer & Tile Setter	.\$ 38.33	27.53

*	BRWI0007	-003	06/01	/2024
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GREEN AND LAFAYETTE COUNTIES

	Rates	Fringes
Bricklayer & Tile Setter		28.15
* BRWI0013-003 06/01/2024		
GRANT, IOWA, AND RICHLAND COUNTI	ES	
	Rates	Fringes
Bricklayer	.\$ 37.14	27.32 27.94
* BRWI0019-004 06/01/2024		
BARRON, BURNETT (Southern half), WASHBURN (Southern half) COUNTIE		POLK, RUSK, AND
	Rates	Fringes
BRICKLAYER Bricklayer, Cement Mason, Tile Layer		27.68
* BRWI0019-005 06/01/2024		
SAWYER COUNTY		
	Rates	Fringes
Bricklayer & Tile Setter	.\$ 38.18	
* BRWI0021-001 06/01/2024		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER Bricklayer, Cement Mason, Tile Layer		28.37
* BRWI0034-001 06/01/2024		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER Bricklayer, Cement Mason, Tile Layer		27.32
CARP0068-013 05/02/2022		
BURNETT (West of highway 48) AND 65) COUNTIES	POLK(West of	⁻ Highways 35, 48 &

Rates Fringes

	1.51 	
CARP0310-007 06/01/2024		
ADAMS, BAYFIELD (Eastern 2/3), FORES PRICE, SHAWANO (Western Portion of t AND WOOD COUNTIES		
Ra	tes	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Work)\$ 40 Piledriverman\$ 40		28.43 28.43
CARP0310-008 06/01/2024		
ASHLAND COUNTY		
Ra	tes	Fringes
CABINET INSTALLER (Including Drywall Hanging & Acoustical Nork)\$ 40	a. 44	28.43
CARP0314-006 06/05/2023		
COLUMBIA, DODGE, GRANT, GREEN, IOWA, RICHLAND, SAUK, AND WALWORTH COUNTIES		AFAYETTE,
Ra	tes	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Work)\$ 38 Piledriverman\$ 39		27.06 27.02
CARP0361-006 05/03/2021		
BAYFIELD COUNTY (West of Hwy 63)		
Ra	tes	Fringes
Carpenters: (Including Orywall Hanging, Acoustical work)\$ 39		26.01
CARP0731-006 06/01/2024		
	County) AND M	ANITOWOC
CARP0731-006 06/01/2024 FOND DU LAC (Eastern Portion of the COUNTIES	-,	ANITOWOC Fringes
CARP0731-006 06/01/2024 FOND DU LAC (Eastern Portion of the COUNTIES	tes 3.44 3.44	Fringes 28.43 28.43

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Work) Piledriverman		28.43 28.43
CARP1056-004 06/01/2024		
ADAMS, ASHLAND, BARRON, BAYFIELD BURNETT, CLARK, COLUMBIA, CRAWFOI FLORENCE, FOND DU LAC, FOREST, GI IRON, JACKSON, JEFFERSON, JUNEAU	RD, DODGE, DOOR, RANT, GREEN, GRE	DUNN, EN LAKE, IOWA,

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	
CARPENTER (Including Drywall			
Hanging, Acoustical Work)	\$ 40.44	28.43	
Piledriverman	\$ 40.44	28.43	

CARP1143-006 06/01/2024

BUFALO, CRAWFORD, JACKSON, MONROE, TREMPEALEAU, AND VERNON COUNTIES

I	Rates	Fringes
CARRENTER (Traileding Drawall		
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) Piledriverman		28.43 28.43

CARP1348-006 05/01/2020

BAYFIELD COUNTY (Western 1/3)

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

19.11

Teledata System Installer

Installer/Technician.....\$ 30.27

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).

DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

ELEC0159-001 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)

^{*} ELEC0158-007 06/01/2024

	Rates	Fringes	
ELECTRICIAN Flectrical contracts ove	n		
\$180,000	\$ 33.94	21.80	
\$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 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

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

ELEC0577-001	05,	/26	/2024
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GREEN LAKE (N. Part including Twps of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Twps of Crystal Lake, Neshkoro, Newton, and Springfield), WAUPACA, AND WAUSHARA COUNTIES,

	Rates	Fringes
ELECTRICIAN	.\$ 40.00	22.69
ELEC0890-005 06/01/2024		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, AND WALWORTH COUNTIES

	Rates	Fringes
ELECTRICIAN	.\$ 43.65	25.95%+12.26
ENGI0139-004 06/03/2024		

Rates Fringes

ATOR: Power Equipment	
(1) Cranes, Tower Cranes	
with or w/o attachments	
over 100 tons; Cranes,	
tower Cranes with boom,	
leads and or jib length	
176 ft or longer\$ 48.78	27.14
(2) Cranes, Tower Cranes	
with or w/o attachments	
100 tons or less; Cranes,	
Tower Cranes with boom,	
leads, and or jib lengths	
175 ft or less\$ 47.53	27.14
(3) Travelling Crane	
(bridge type) \$ 44.23	27.14
(4) Hydraulic Crane, 10	
tons or less\$ 43.70	27.14
(6) Forklift\$ 40.10	27.14

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

IRON0008-012 06/02/2024

CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMIE, SHAWANO AND WALWORTH (Northeastern part) COUNTIES

	Rates	Fringes
IRONWORKER	\$ 43.02	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0383-004 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DODGE, FLORENCE, FOREST, GRANT, GREENE (Except S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER	\$ 42.00	31.93
* IRON0498-007 06/01/2024		
GREEN (S.E. 1/3) AND WALWORTH ((Except N.E. part)	COUNTIES
	Rates	Fringes
IRONWORKER	\$ 46.59	48.80

* 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

ı	Rates	Fringes
Laborer, General\$ Laborer: Asbestos/hazardous material remover	36.35	19.45
(Preparation, Removal and		
Encapsulation of Hazardous Materials from Non-Mechanical		
Systems)\$	35.30	19.45

NOTE: Mason Tender \$1.00 over general laborer scale; Pipelayer \$1.00 over general laborer scale

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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

ı	Rates	Fringes
Laborer, General		
Area 1\$	36.35	19.45
Area 2\$	35.70	19.45
Area 3\$	35.00	19.45
Laborer: Asbestos/hazardous		
material remover		
(Preparation, Removal,		
Encapsulation of Hazardous		
materials from Non-mechanical		
Systems)		
Area 1\$	35.30	19.45
Area 2\$		19.45
Area 3\$		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 Systems)		19.45 19.45

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	.\$ 35.70	19.45
Remaining Area	.\$ 36.35	19.45
Laborer: Asbestos/hazardous		
material remover		
(Preparation, Removal,		
Encapsulation of Hazardous		
Materials from Non-mechanical		
Systems)		

Adams County	\$ 35.30	19.45 19.45
LAB00464-008 06/01/2024		
	Rates	Fringes
Landscape Laborer		18.44
LAB01091-001 05/01/2024		
BAYFIELD (West of County Trunk A National Fish Hatchery and Great Station 6) COUNTY		
	Rates	Fringes
Laborer, General	\$ 33.99	23.00
Systems)		
LAB01091-002 05/01/2024		
ASHLAND & BAYFIELD (East of Count Iron River National Fish Hatchery Co., Station 6) COUNTIES		
	Rates	Fringes
Laborer, General		23.00
Systems)		
PLAS0599-003 06/04/2023		
PEPIN COUNTY	Rates	- Friends
CEMENT MASON/CONCRETE FINISHER	\$ 36.04	Fringes 25.80 23.92
PLAS0599-007 06/04/2023		
BUFFALO, CRAWFORD, JACKSON, JUNEATREMPEALEAU, AND VERNON COUNTIES	AU, MONROE, POLK,	RICHLAND,
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER	\$ 39.26	25.80 23.92
PLAS0599-011 06/05/2023		

GRANT, GREEN, IOWA, AND LAFAYETTE COUNTIES

GRANT, GREEN, TOWA, AND EATAILTIE	COONTILS	
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER	\$ 39.98	24.59 25.81
PLAS0633-046 06/01/2023		
BAYFIELD, PRICE, AND SAWYER COUN	TIES	
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLASTERER	\$ 38.24	22.13 23.23
PLUM0011-009 05/06/2024		
ASHLAND BAYFIELD, BURNETT, IRON,	SAWYER, AND WA	SHBURN COUNTIES
	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work)		27.18
PLUM0075-006 06/01/2024		
DODGE (Watertown), GREEN, JEFFERS	ON, AND LAFAYET	TE COUNTIES
	Rates	Fringes
PLUMBER (Including HVAC work)		
PLUM0075-008 06/01/2024		
COLUMBIA, IOWA, MARQUETTE, RICHLA	ND, AND SAUK CO	DUNTIES
	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	26.12
PLUM0400-002 06/01/2024		
ADAMS, CALUMET, DODGE (Except Wat GREEN LAKE, KEWAUNEE, MANITOWOC, MENOMINEE, OCONTO, OUTAGAMIE, SHA WINNEBAGO COUNTIES	MARINETTE (Exce	pt Niagara),
	Rates	Fringes

Rates Fringes

PLUMBER/PIPEFITTER (Including HVAC work)
(1) Small buildings
(except industrial and power plants) where

plumbing or heating is \$50,000 or less (2) All other work		
PLUM0434-004 06/16/2024		
BARRON, BUFFALO, CLARK, CRAWFORD GRANT, JACKSON, JUNEAU, LANGLADE PEPIN, PIERCE, POLK, PORTAGE, PR VERNON, VILAS, AND WOOD COUNTIES	, LINCOLN, ICE, RUSK,	MONROE, ONEIDA,
	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work)	.\$ 49.24	24.38
PLUM0601-006 06/03/2024		
DODGE (Watertown), GREEN, JEFFER	SON, AND LA	FAYETTE COUNTIES
	Rates	Fringes
PIPEFITTER (Including HVAC work)	-	31.19
PLUM0601-008 06/03/2024		
COLUMBIA, IOWA, MARQUETTE, RICHL	AND, AND SA	UK COUNTIES
	Rates	Fringes
PIPEFITTER (Including HVAC work)	.\$ 56.88	30.01
SHEE0010-031 05/01/2008		
ASHLAND, BAYFIELD AND IRON COUNT	IES	
	Rates	Fringes
SHEET METAL WORKER	•	14.61
SHEE0018-003 06/01/2024		
SHEE0018-003 06/01/2024 FOND DU LAC AND MANITOWOC COUNTI		
FOND DU LAC AND MANITOWOC COUNTI Sheet Metal Worker (Including HVAC work)	ES Rates .\$ 40.76	Fringes 31.62
FOND DU LAC AND MANITOWOC COUNTI	ES Rates .\$ 40.76	Fringes
FOND DU LAC AND MANITOWOC COUNTI Sheet Metal Worker (Including HVAC work)	ES Rates .\$ 40.76	Fringes 31.62KEWAUNEE, MARINETTE,
FOND DU LAC AND MANITOWOC COUNTI Sheet Metal Worker (Including HVAC work)	ES Rates .\$ 40.76	Fringes 31.62KEWAUNEE, MARINETTE,
FOND DU LAC AND MANITOWOC COUNTI Sheet Metal Worker (Including HVAC work)	ES Rates .\$ 40.76 REEN LAKE, AWANO, WAUP Rates	Fringes 31.62 KEWAUNEE, MARINETTE, ACA, AND WAUSHARA Fringes

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC work)		29.28
SHEE0018-015 09/01/2024		
WALWORTH COUNTY		
	Rates	Fringes
SHEET METAL WORKER (Including HVAC work)		37.54
SHEE0018-017 06/01/2024		
GREEN COUNTY		
	Rates	Fringes
Sheet Metal Worker (Including HVAC work)		36.97
SHEE0018-018 06/01/2024		
LANGLADE, LINCOLN, ONEIDA, PORTA	GE, AND WO	OOD COUNTIES
	Rates	Fringes
Sheet Metal Worker (Including HVAC work)	¢ 40.00	22.70
Contracts \$120,000 or less. Contracts over \$120,000		33.79 33.79
SHEE0018-022 06/01/2024		
BARRON, BUFFALO, BURNETT, CLARK, PRICE, RUSK, SAWYER, TAYLOR, TRE		
	Rates	Fringes
Sheet Metal Worker (Including HVAC work)		32.22
SHEE0018-023 06/01/2024		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
Sheet Metal Worker (Including HVAC work)		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	
TEAMOCCO 002 00 /01 /2024			_

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
3 or more Axles	.\$ 37.72	27.41
* SUWI2002-001 01/23/2002		
	Rates	Fringes
Fence Installers	.\$ 15.00 **	2.37
GLAZIER	.\$ 20.21	1.86
Painters:		
Brush & Roller (Excluding	d	0 55
Drywall Finishing)		2.55
Spray	.\$ 13.72 ***	2.25
Power Equipment Operator		
Backhoe		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.

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

^{**} 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.

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 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"

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.

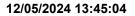
Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning 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 19

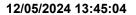
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0115 Clearing	21.000 ACRE		
0004	201.0215 Grubbing	21.000 ACRE		<u> </u>
0006	203.0100 Removing Small Pipe Culverts	6.000 EACH		
8000	203.0216.S Abatement of Asbestos Containing Material (project) 01. 1225-10-72	1.000 EACH		·
0010	204.0100 Removing Concrete Pavement	31,530.000 SY	<u> </u>	·
0012	204.0130 Removing Curb	635.000 LF		
0014	204.0155 Removing Concrete Sidewalk	3,485.000 SY		
0016	204.0165 Removing Guardrail	1,849.000 LF		
0018	204.0170 Removing Fence	217.000 LF		
0020	204.0180 Removing Delineators and Markers	34.000 EACH		
0022	204.0190 Removing Surface Drains	4.000 EACH		·
0024	204.0195 Removing Concrete Bases	57.000 EACH		·
0026	204.0210 Removing Manholes	4.000 EACH		·
0028	204.0220 Removing Inlets	4.000 EACH		
0030	204.0231 Removing Building (station) 01. 56+76 L	1.000 EACH		<u> </u>
0032	204.0231 Removing Building (station) 02. 55+57 L	1.000 EACH		







Page 2 of 19

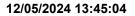
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0231 Removing Building (station) 03. 67+02 M	1.000 EACH	·	
0036	204.0231 Removing Building (station) 04. 68+49 M	1.000 EACH		
0038	204.0241 Site Clearance (parcel) 01. Rest Area 51	1.000 EACH		
0040	204.0241 Site Clearance (parcel) 02. Rest Area 52	1.000 EACH		
0042	204.0245 Removing Storm Sewer (size) 01. 12- Inch	819.000 LF	·	
0044	204.0265 Abandoning Wells	2.000 EACH	<u></u>	
0046	204.9060.S Removing (item description) 01. LP Tanks	2.000 EACH	·	·
0048	204.9060.S Removing (item description) 02. Parking Light Assemblies	47.000 EACH		
0050	204.9060.S Removing (item description) 03. Picnic Shelter	4.000 EACH		
0052	204.9060.S Removing (item description) 04. Sidewalk Light Assemblies	10.000 EACH		.
0054	204.9060.S Removing (item description) 05. Benches	8.000 EACH		
0056	204.9060.S Removing (item description) 06. Flag Pole	2.000 EACH	·	·
0058	204.9060.S Removing (item description) 07. Picnic Tables	29.000 EACH	·	
0060	204.9060.S Removing (item description) 08. Bollards	10.000 EACH		







Page 3 of 19

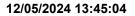
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	204.9060.S Removing (item description) 09. Removing Electrical Conductors From Existing Conduit	2.000 EACH	·	<u></u>
0064	205.0100 Excavation Common	75,217.000 CY	·	
0066	213.0100 Finishing Roadway (project) 01. 1225- 10-72	1.000 EACH		·
0068	305.0110 Base Aggregate Dense 3/4-Inch	1,710.000 TON		
0070	305.0120 Base Aggregate Dense 1 1/4-Inch	29,630.000 TON	·	
0072	310.0115 Base Aggregate Open-Graded	20.000 CY	<u></u>	
0074	312.0110 Select Crushed Material	46,295.000 TON	·	
0076	415.0080 Concrete Pavement 8-Inch	8,805.000 SY		
0078	415.0090 Concrete Pavement 9-Inch	54,805.000 SY	·	
0800	415.2010 Concrete Truck Apron 12-inch	1,380.000 SY		
0082	455.0605 Tack Coat	144.000 GAL		
0084	465.0105 Asphaltic Surface	680.000 TON	·	
0086	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	404.000 LF		
8800	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	151.000 LF	.	







Page 4 of 19

Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	4.000 EACH		·
0092	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	6.000 EACH	·	·
0094	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	·	·
0096	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	1.000 EACH	·	·
0098	531.1100 Concrete Masonry Ancillary Structures Type NS	4.800 CY	·	·
0100	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	720.000 LB	·	·
0102	531.2024 Drilling Shaft 24-Inch	40.000 LF		<u> </u>
0104	531.2036 Drilling Shaft 36-Inch	20.000 LF		<u> </u>
0106	531.2048 Drilling Shaft 48-Inch	56.000 LF		<u> </u>
0108	531.4050 Foundation Camera Pole 50-FT	2.000 EACH		
0110	531.4500 Foundation High Mast 100-FT (structure) 01. L-36-0001	1.000 EACH	·	·
0112	531.4500 Foundation High Mast 100-FT (structure) 02. L-36-0002	1.000 EACH	·	·
0114	531.4500 Foundation High Mast 100-FT (structure) 03. L-36-0003	1.000 EACH	·	·





Page 5 of 19

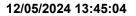
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0116	531.4500 Foundation High Mast 100-FT (structure) 04. L-36-0004	1.000 EACH	·	<u>:</u>
0118	532.4500 High Mast 100-FT (structure) 01. L-36- 0001	1.000 EACH	·	·
0120	532.4500 High Mast 100-FT (structure) 02. L-36- 0002	1.000 EACH	·	
0122	532.4500 High Mast 100-FT (structure) 03. L-36- 0003	1.000 EACH		
0124	532.4500 High Mast 100-FT (structure) 04. L-36- 0004	1.000 EACH	·	·
0126	601.0120 Concrete Curb Type J	1,799.000 LF		·
0128	601.0551 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type A	565.000 LF	·	·
0130	602.0410 Concrete Sidewalk 5-Inch	74,337.000 SF	·	
0132	602.0515 Curb Ramp Detectable Warning Field Natural Patina	200.000 SF	·	·
0134	602.0825 Concrete Driveway 9-Inch	995.000 SY		<u> </u>
0136	602.3010 Concrete Surface Drains	9.300 CY		
0138	602.3280 Concrete Rumble Strips, Transverse	84.000 SY		
0140	606.0200 Riprap Medium	34.800 CY		
0142	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	784.000 LF	<u> </u>	







Page 6 of 19

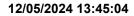
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0144	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	389.000 LF	·	·
0146	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	1,187.000 LF	·	·
0148	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	585.000 LF	·	·
0150	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	254.000 LF		·
0152	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	125.000 LF	·	·
0154	611.0530 Manhole Covers Type J	7.000 EACH		
0156	611.0612 Inlet Covers Type C	5.000 EACH		
0158	611.0624 Inlet Covers Type H	7.000 EACH		<u> </u>
0160	611.0642 Inlet Covers Type MS	12.000 EACH		
0162	611.2004 Manholes 4-FT Diameter	2.000 EACH		
0164	611.2005 Manholes 5-FT Diameter	5.000 EACH		
0166	611.2006 Manholes 6-FT Diameter	1.000 EACH	<u> </u>	
0168	611.3230 Inlets 2x3-FT	7.000 EACH		<u></u>
0170	611.3901 Inlets Median 1 Grate	12.000 EACH	<u> </u>	
0172	611.9850.S Pipe Grates (size) 01. 18-Inch	4.000 EACH		<u> </u>







Page 7 of 19

Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0174	611.9850.S Pipe Grates (size) 02. 24-Inch	6.000 EACH		·
0176	611.9850.S Pipe Grates (size) 03. 30-Inch	2.000 EACH		·
0178	611.9850.S Pipe Grates (size) 04. 36-Inch	1.000 EACH		<u>-</u>
0180	612.0406 Pipe Underdrain Wrapped 6-Inch	140.000 LF		·
0182	616.0700.S Fence Safety	3,000.000 LF		
0184	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1225-10-72	1.000 EACH	·	
0186	619.1000 Mobilization	1.000 EACH	·	
0188	624.0100 Water	438.100 MGAL		·
0190	625.0100 Topsoil	19,140.000 SY	<u> </u>	·
0192	625.0500 Salvaged Topsoil	36,640.000 SY	<u> </u>	
0194	628.1504 Silt Fence	15,335.000 LF	<u></u>	<u> </u>
0196	628.1520 Silt Fence Maintenance	15,335.000 LF	<u></u>	
0198	628.1905 Mobilizations Erosion Control	30.000 EACH	<u> </u>	·
0200	628.1910 Mobilizations Emergency Erosion Control	30.000 EACH		<u> </u>
0202	628.2008 Erosion Mat Urban Class I Type B	53,840.000 SY		
0204	628.7005 Inlet Protection Type A	15.000 EACH		





Page 8 of 19

Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	628.7015 Inlet Protection Type C	7.000 EACH	<u> </u>	·
0208	628.7504 Temporary Ditch Checks	175.000 LF	·	<u> </u>
0210	628.7555 Culvert Pipe Checks	14.000 EACH		·
0212	628.7560 Tracking Pads	2.000 EACH		
0214	629.0210 Fertilizer Type B	43.900 CWT		
0216	630.0120 Seeding Mixture No. 20	2,060.000 LB		
0218	630.0140 Seeding Mixture No. 40	575.000 LB		
0220	630.0200 Seeding Temporary	1,240.000 LB		
0222	630.0400 Seeding Nurse Crop	1.000 LB		
0224	630.0500 Seed Water	1,325.000 MGAL		
0226	631.0300 Sod Water	214.000 MGAL		
0228	631.1000 Sod Lawn	9,365.000 SY		
0230	632.0101 Trees (species, root, size) 02. (Eastern White Pine) (6' Ht) (B&B)	14.000 EACH	·	·
0232	632.0101 Trees (species, root, size) 03. (Serviceberry) (2" Cal) (B&B)	28.000 EACH	·	·
0234	632.0101 Trees (species, root, size) 04. (Sugar Maple) (2.5" Cal) (B&B)	7.000 EACH		





Page 9 of 19

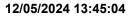
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0236	632.0101 Trees (species, root, size) 05. (Green Hawthorn) (2.5" Cal) (B&B)	4.000 EACH		
0238	632.0101 Trees (species, root, size) 06. (Kentucky Coffee Tree) (2" Cal) (B&B)	3.000 EACH		
0240	632.0101 Trees (species, root, size) 07. (American Beech) (2.5" Cal) (B&B)	1.000 EACH		·
0242	632.0101 Trees (species, root, size) 08. (White Oak/Burr Oak Hybrid) (2.5" Cal) (B&B)	4.000 EACH	<u> </u>	·
0244	632.0201 Shrubs (species, root, size) 01. (Blue Rug Juniper) (3 Gal) (CG)	26.000 EACH		
0246	632.0201 Shrubs (species, root, size) 02. (Blue Chip Juniper) (3 Gal) (CG)	150.000 EACH	<u> </u>	·
0248	632.0201 Shrubs (species, root, size) 03. (Broadmoor Juniper) (3 Gal) (CG)	202.000 EACH		
0250	632.0201 Shrubs (species, root, size) 04. (Bush Honeysuckle) (3 Gal) (CG)	29.000 EACH		·
0252	632.0201 Shrubs (species, root, size) 05. (Common Snowberry) (3 Gal) (CG)	17.000 EACH		·
0254	632.0201 Shrubs (species, root, size) 06. (Little Princess Spirea) (2 Gal) (CG)	52.000 EACH	<u> </u>	·
0256	632.0201 Shrubs (species, root, size) 07. (Kalm's St. John Wort) (3 Gal) (CG)	18.000 EACH		·
0258	632.9101 Landscape Planting Surveillance and Care Cycles	44.000 EACH		·
0260	633.0100 Delineator Posts Steel	49.000 EACH	·	.







Page 10 of 19

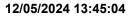
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0262	633.0500 Delineator Reflectors	49.000 EACH	<u> </u>	<u> </u>
0264	633.5200 Markers Culvert End	12.000 EACH		
0266	634.0614 Posts Wood 4x6-Inch X 14-FT	32.000 EACH	·	<u> </u>
0268	634.0616 Posts Wood 4x6-Inch X 16-FT	3.000 EACH		
0270	634.0620 Posts Wood 4x6-Inch X 20-FT	9.000 EACH		
0272	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	31.000 EACH		
0274	635.0200 Sign Supports Structural Steel HS	2,531.000 LB		
0276	637.1220 Signs Type I Reflective SH	272.000 SF		
0278	637.2210 Signs Type II Reflective H	579.800 SF		·
0280	637.2230 Signs Type II Reflective F	18.000 SF	<u> </u>	
0282	638.2602 Removing Signs Type II	94.000 EACH	·	·
0284	638.3000 Removing Small Sign Supports	78.000 EACH		
0286	640.1303.S Pond Liner Clay	6,610.000 CY		
0288	642.5401 Field Office Type D	1.000 EACH		
0290	643.0300 Traffic Control Drums	27,994.000 DAY		<u> </u>
0292	643.0420 Traffic Control Barricades Type III	3,684.000 DAY		







Page 11 of 19

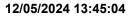
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0294	643.0705 Traffic Control Warning Lights Type A	7,368.000 DAY	·	
0296	643.0715 Traffic Control Warning Lights Type C	180.000 DAY	·	
0298	643.0800 Traffic Control Arrow Boards	28.000 DAY		
0300	643.0900 Traffic Control Signs	9,280.000 DAY		
0302	643.0910 Traffic Control Covering Signs Type I	6.000 EACH		
0304	643.0920 Traffic Control Covering Signs Type II	8.000 EACH		
0306	643.1050 Traffic Control Signs PCMS	68.000 DAY		
0308	643.3165 Temporary Marking Line Paint 6-Inch	875.000 LF		
0310	643.5000 Traffic Control	1.000 EACH		
0312	645.0120 Geotextile Type HR	156.000 SY	·	
0314	645.0130 Geotextile Type R	85.000 SY		
0316	645.0220 Geogrid Type SR	73,065.000 SY		
0318	646.2020 Marking Line Epoxy 6-Inch	14,595.000 LF		
0320	646.4020 Marking Line Epoxy 10-Inch	660.000 LF		
0322	646.5220 Marking Symbol Epoxy	8.000 EACH		
0324	646.8320 Marking Parking Stall Epoxy	13,775.000 LF	·	







Page 12 of 19

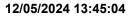
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0326	646.9012 Marking Removal Line Water Blasting 6- Inch	875.000 LF	·	·
0328	650.4000 Construction Staking Storm Sewer	34.000 EACH	·	
0330	650.4500 Construction Staking Subgrade	10,313.000 LF	·	
0332	650.5500 Construction Staking Curb Gutter and Curb & Gutter	305.000 LF	·	·
0334	650.6000 Construction Staking Pipe Culverts	4.000 EACH	·	·
0336	650.7000 Construction Staking Concrete Pavement	10,442.000 LF		·
0338	650.8501 Construction Staking Electrical Installations (project) 01. 1225-10-72	1.000 EACH		·
0340	650.9000 Construction Staking Curb Ramps	10.000 EACH		
0342	650.9500 Construction Staking Sidewalk (project) 01. 1225-10-72	1.000 EACH		·
0344	650.9911 Construction Staking Supplemental Control (project) 01. 1225-10-72	1.000 EACH		·
0346	650.9920 Construction Staking Slope Stakes	10,313.000 LF		
0348	652.0125 Conduit Rigid Metallic 2-Inch	45.000 LF		
0350	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	145.000 LF	·	·
0352	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	15,725.000 LF	·	







Page 13 of 19

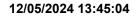
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0354	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	2,064.000 LF	·	
0356	652.0800 Conduit Loop Detector	144.000 LF	<u> </u>	<u></u>
0358	653.0140 Pull Boxes Steel 24x42-Inch	11.000 EACH	·	·
0360	653.0154 Pull Boxes Non-Conductive 24x36-Inch	28.000 EACH	·	 -
0362	653.0164 Pull Boxes Non-Conductive 24x42-Inch	2.000 EACH	·	
0364	653.0905 Removing Pull Boxes	8.000 EACH	·	
0366	654.0107 Concrete Bases Type 7	52.000 EACH	·	·
0368	654.0111 Concrete Bases Type 11	45.000 EACH	·	
0370	654.0220 Concrete Control Cabinet Bases Type 10	2.000 EACH	·	·
0372	654.0224 Concrete Control Cabinet Bases Type L24	2.000 EACH	·	
0374	655.0610 Electrical Wire Lighting 12 AWG	9,025.000 LF	·	·
0376	655.0615 Electrical Wire Lighting 10 AWG	2,400.000 LF		
0378	655.0620 Electrical Wire Lighting 8 AWG	79,922.000 LF		
0380	655.0625 Electrical Wire Lighting 6 AWG	1,305.000 LF		<u> </u>
0382	655.0700 Loop Detector Lead In Cable	85.000 LF		







Page 14 of 19

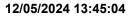
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0384	655.0800 Loop Detector Wire	600.000 LF	·	·
0386	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. MBDMS050020	1.000 EACH	·	·
0388	656.0201 Electrical Service Meter Breaker Pedestal (location) 02. MBDMS360021	1.000 EACH	·	
0390	656.0501 Electrical Service Breaker Disconnect Box (location) 01. CCTV360115	1.000 EACH		
0392	656.0501 Electrical Service Breaker Disconnect Box (location) 02. CCTV360114	1.000 EACH		·
0394	656.0501 Electrical Service Breaker Disconnect Box (location) 03. DMS050020	1.000 EACH	·	·
0396	656.0501 Electrical Service Breaker Disconnect Box (location) 04. DMS360021	1.000 EACH	·	·
0398	657.0210 Transformer Bases Breakaway 15-17 Inch Bolt Circle	52.000 EACH		<u> </u>
0400	657.0336 Poles Type 17-Steel	52.000 EACH		·
0402	657.0620 Luminaire Arms Single Member 6-Inch Clamp 4-FT	37.000 EACH		<u> </u>
0404	657.0725 Luminaire Arms Truss Type 6-Inch Clamp 15-FT	15.000 EACH		·
0406	659.0400 Luminaires High Mast Lighting LED	16.000 EACH	<u> </u>	·
0408	659.0700 Lighting Units Walkway	45.000 EACH		
0410	659.1120 Luminaires Utility LED B	52.000 EACH		.







Page 15 of 19

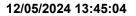
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0412	659.2124 Lighting Control Cabinets 120/240 24- Inch	2.000 EACH	·	.
0414	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	57.000 EACH	·	·
0416	660.0500 High Mast Lowering Assembly (structure) 01. L-36-0001	1.000 EACH	·	
0418	660.0500 High Mast Lowering Assembly (structure) 02. L-36-0002	1.000 EACH	·	·
0420	660.0500 High Mast Lowering Assembly (structure) 03. L-36-0003	1.000 EACH	·	·
0422	660.0500 High Mast Lowering Assembly (structure) 04. L-36-0004	1.000 EACH	<u> </u>	
0424	670.0101 Field System Integrator	1.000 EACH		
0426	670.0201 ITS Documentation	1.000 EACH		
0428	673.1225.S Install Pole Mounted Cabinet	4.000 EACH		·
0430	677.0150 Install Camera Pole 50-FT	2.000 EACH		
0432	677.0200 Install Camera Assembly	2.000 EACH		
0434	678.0800 Install Cellular Modems	4.000 EACH		
0436	690.0150 Sawing Asphalt	32.000 LF		
0438	690.0250 Sawing Concrete	60.000 LF	<u>-</u>	<u>-</u>







Page 16 of 19

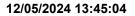
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0440	715.0715 Incentive Flexural Strength Concrete Pavement	19,497.000 DOL	1.00000	19,497.00
0442	999.1800.S Picnic Tables Single Pedestal	24.000 EACH	·	
0444	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0446	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	5,760.000 HRS	5.00000	28,800.00
0448	SPV.0035 Special 01. Double Shredded Hardwood Mulch	110.000 CY	.	·
0450	SPV.0035 Special 02. Planting Mixture	395.000 CY	<u> </u>	
0452	SPV.0060 Special 01. Salvage Cigarette Snuffers	8.000 EACH	·	
0454	SPV.0060 Special 02. Salvage Receptacles	59.000 EACH	·	·
0456	SPV.0060 Special 04. Salvage and Reinstall Historical Sign	2.000 EACH		·
0458	SPV.0060 Special 05. Coring Manhole	1.000 EACH	<u></u>	<u></u>
0460	SPV.0060 Special 06. Gates Chain Link Slatted 7FT	4.000 EACH		·
0462	SPV.0060 Special 07. Gates Chain Link Slatted 4FT Personnel	2.000 EACH	·	·
0464	SPV.0060 Special 08. Gates Chain Link Slatted 12FT	4.000 EACH	.	·
0466	SPV.0060 Special 09. Sewage Ejector Pump and Controls	1.000 EACH		







Page 17 of 19

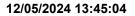
Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0468	SPV.0060 Special 10. Coring Septic Tank 8-Inch	1.000 EACH		
0470	SPV.0060 Special 11. Manholes Sanitary 4FT	3.000 EACH	·	
0472	SPV.0060 Special 12. Manholes 5x5-FT Special	2.000 EACH	·	
0474	SPV.0060 Special 14. Flag Pole 35FT	2.000 EACH		
0476	SPV.0060 Special 15. Flag Pole 30FT	2.000 EACH		
0478	SPV.0060 Special 16. In-Ground Flag Pole Fixture	12.000 EACH		
0480	SPV.0060 Special 17. Benches	4.000 EACH		
0482	SPV.0060 Special 18. Receptacles	35.000 EACH		
0484	SPV.0060 Special 19. Ground Rod	4.000 EACH		
0486	SPV.0060 Special 20. Install Hybrid Dynamic Message Sign	2.000 EACH	·	·
0488	SPV.0060 Special 21. Install Wireless Traffic Sensor	24.000 EACH	<u>-</u>	
0490	SPV.0060 Special 22. Install Wireless Traffic Sensor Repeater	4.000 EACH	·	<u>-</u>
0492	SPV.0060 Special 23. Install Wireless Traffic Sensor Access Point	4.000 EACH	<u>.</u>	
0494	SPV.0060 Special 24. Rest Area 51 Drainage Basin Staking	1.000 EACH	·	







Page 18 of 19

Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0496	SPV.0060 Special 25. Rest Area 52 Drainage Basin Staking	1.000 EACH		
0498	SPV.0060 Special 26. Manholes Sanitary 5FT	1.000 EACH		·
0500	SPV.0060 Special 31. Perennial (Wild Columbine)	20.000 EACH		
0502	SPV.0060 Special 32. Perennial (Butterfly Weed)	68.000 EACH	<u> </u>	·
0504	SPV.0060 Special 33. Perennial (ConeFlower)	69.000 EACH		<u> </u>
0506	SPV.0060 Special 34. Perennial (Prairie Smoke)	991.000 EACH		·
0508	SPV.0060 Special 35. Perennial (Black-eyed Susan)	95.000 EACH		·
0510	SPV.0060 Special 36. Perennial (Wild Geranium)	109.000 EACH		·
0512	SPV.0060 Special 37. Perennial (Iris)	1,205.000 EACH		·
0514	SPV.0060 Special 38. Perennial (Sage)	240.000 EACH		·
0516	SPV.0060 Special 39. Perennial (Golden Alexander)	124.000 EACH		
0518	SPV.0085 Special 01. Native Pollinator Seeding Mixture No. 90B	0.250 LB		·
0520	SPV.0090 Special 01. Concrete Curb & Gutter 36- Inch Type A Special	6,950.000 LF	·	·
0522	SPV.0090 Special 02. Sanitary Sewer, PVC, 8-Inch	421.000 LF		
0524	SPV.0090 Special 04. Concrete Mow Curb	305.000 LF		



12/05/2024 13:45:04

Proposal	Schedule	of Items

Page 19 of 19

Proposal ID: 20250114026 **Project(s)**: 1225-10-72

Federal ID(s): WISC 2025144

Section: 0001

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0526	SPV.0090 Special 05. Fence Chain Link Slatted 8FT	280.000 LF		
0528	SPV.0090 Special 06. Forcemain PVC, 2-Inch	231.000 LF	·	
0530	SPV.0090 Special 07. Construction Staking, Sanitary Sewer System	652.000 LF	.	
0532	SPV.0165 Special 01. Concrete Paver Walkway	168.000 SF		

Total:

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, E CLARK, COLUMBIA, DODGE, DOOR, DO FOREST, GREEN LAKE, IRON, JEFFER LINCOLN, MANITOWOC, MARATHON, MA OCONTO, ONEIDA, OUTAGAMIE, POLK, SHAWANO, SHEBOYGAN, TAYLOR, VILA WINNEBAGO, AND WOOD COUNTIES	UNN, FLORENCE, I RSON, KEWAUNEE, ARINETTE, MARQUI PORTAGE, RUSK	FOND DU LAC, LANGLADE, ETTE, MENOMINEE, , ST CROIX, SAUK,
	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

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, 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 C	OUNTIES	
	Rates	Fringes
BRICKLAYER	· ·	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 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

- Fringe

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

1	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

1.93 ACINMORNER..... \$ 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

90
90
90
90

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off 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

	ŀ	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

VERNON COUNTIES

	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

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

0/25, 7:25 AIVI		SAIVI.gov		
	Rates	Fringes		
Painters:				
Bridge		24.92		
Brush	\$ 40.64	24.92		
Spray & Sandblast		24.92		
PAIN0802-002 06/01/2024				
COLUMBIA, DANE, DODGE, GRANT, GRE	EN. IOWA. LAFAY	ETTE. RICHLAND.		
ROCK, AND SAUK COUNTIES	,,	,,		
	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		20.87		
PAIN0934-001 06/01/2024				
PAIN0934-001 00/01/2024				
KENOSHA AND WALWORTH COUNTIES				
	Rates	Fringes		
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		
		Č		
CEMENT MASON/CONCRETE FINISHER				
Area A	•	30.35		
Area A Area B	\$ 41.62	30.35 26.34		
Area A Area B Area C	\$ 41.62 \$ 42.74	26.34 25.91		
Area A Area B	\$ 41.62 \$ 42.74 \$ 43.16	26.34		

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	OUNTIES			
	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, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILAS, AND WOOD COUNTIES				
	Rates	Fringes		
PIPEFITTER	\$ 49.24	24.38		
PLUM0601-003 06/03/2024				
Zone 1				
DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES				
	Rates	Fringes		
PIPEFITTER				
PLUM0601-009 06/03/2024				
COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES				
	Rates	Fringes		
PIPEFITTER	\$ 56.88	30.01		
TEAM0039-002 06/01/2024				
	Rates	Fringes		
TRUCK DRIVER 1 & 2 Axle Trucks 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

BARRON, BURNETT (Southern half), DUNN, PEPIN, POLK, RUSK, AND WASHBURN (Southern half) COUNTIES

Rates Fringes

BRICKLAYER

Bricklayer, Cement Mason,

Tile Layer.....\$ 38.18 27.68

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 28.37

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	\$ 10 11	28.43	
Hanging, Acoustical Work) Piledriverman		28.43	
CARRA AR ARC OF /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	\$ 20.59	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	UNTIES	
	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) Spray		2.55 2.25
Power Equipment Operator Backhoe	¢ 17 /15/ **	7.61
Excavator		7.45
Front End Loader		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 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:

Proposal #26: 1225-10-72, WISC 2025144

Manitowoc - Green Bay

SRA 51 Maribel/SRA 52 Denmark

IH 43

Manitowoc County

Letting of January 14, 2025

This is Addendum No. 01, which provides for the following:

Plan Sheets:

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
7	TYPICAL SECTIONS – clarified doweled pavement
8	TYPICAL SECTIONS – clarified doweled pavement
9	TYPICAL SECTIONS – clarified doweled pavement
10	TYPICAL SECTIONS – clarified doweled pavement

	Added Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
367A	HML FOUNDATION – not originally included
367B	SUBSURFACE EXPLORATION REST AREA 51 – not originally included
367C	SUBSURFACE EXPLORATION REST AREA 52 – not originally included

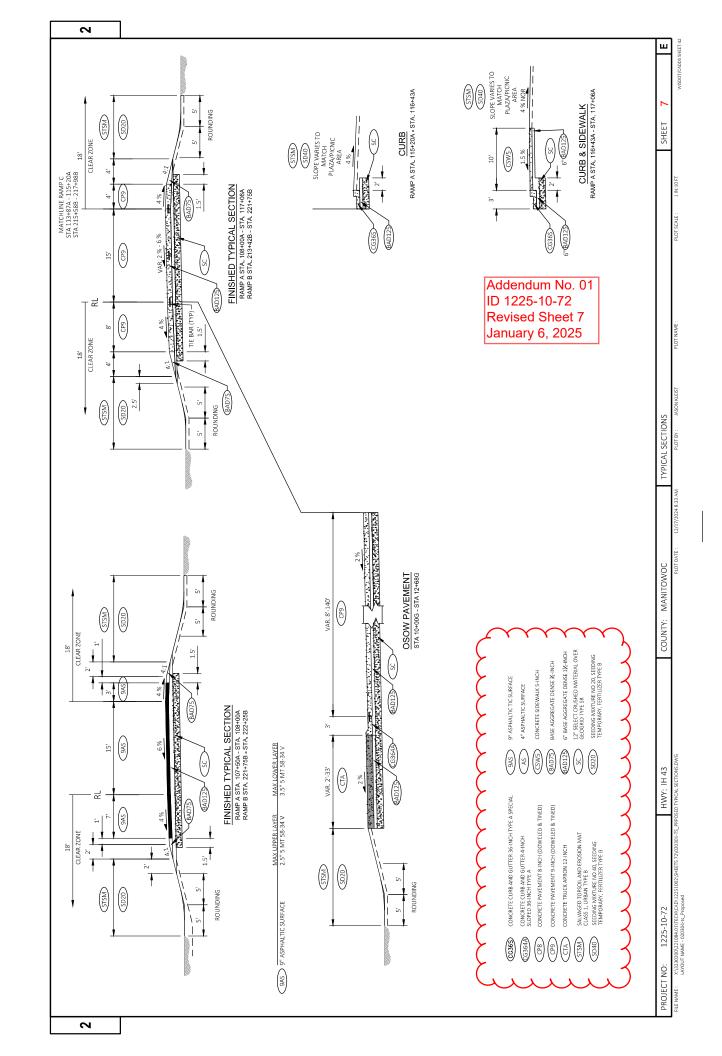
The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

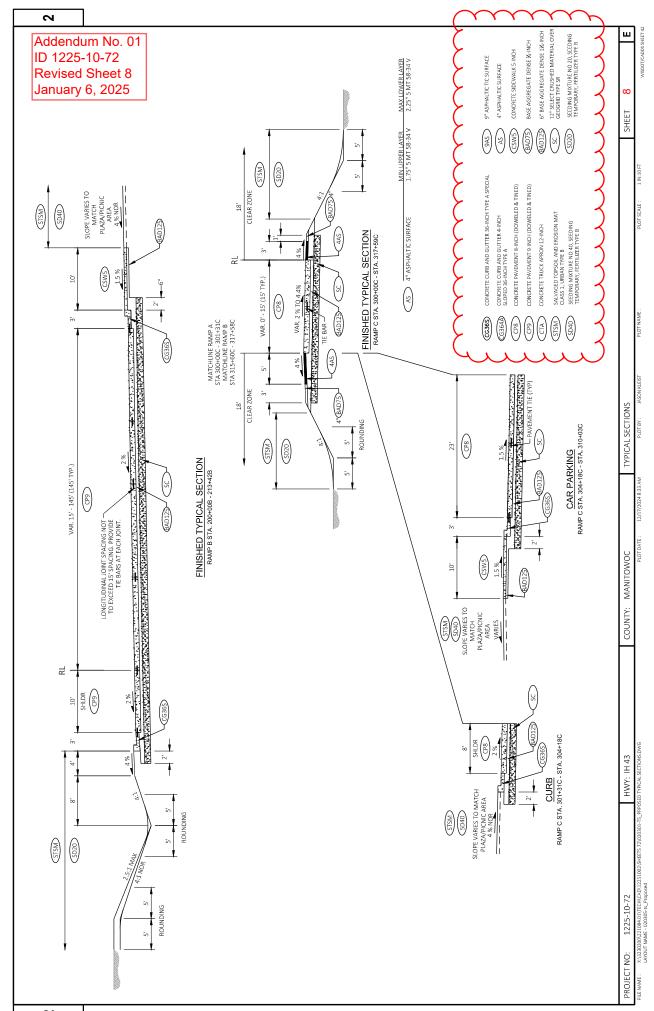
Sincerely,

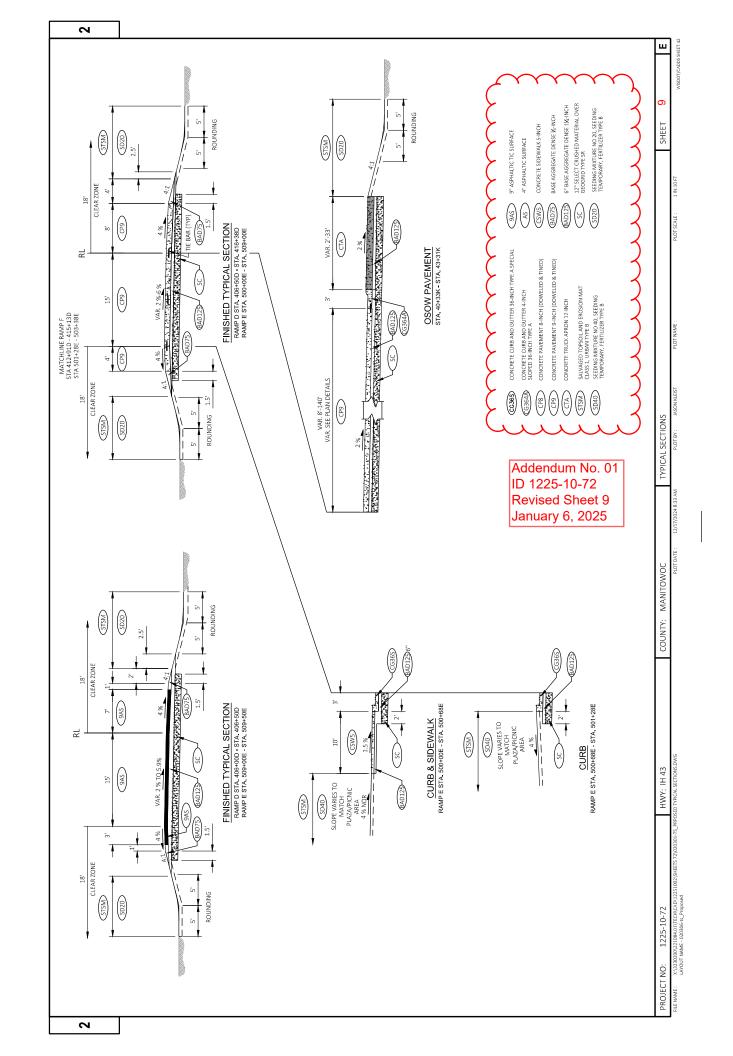
Mike Coleman

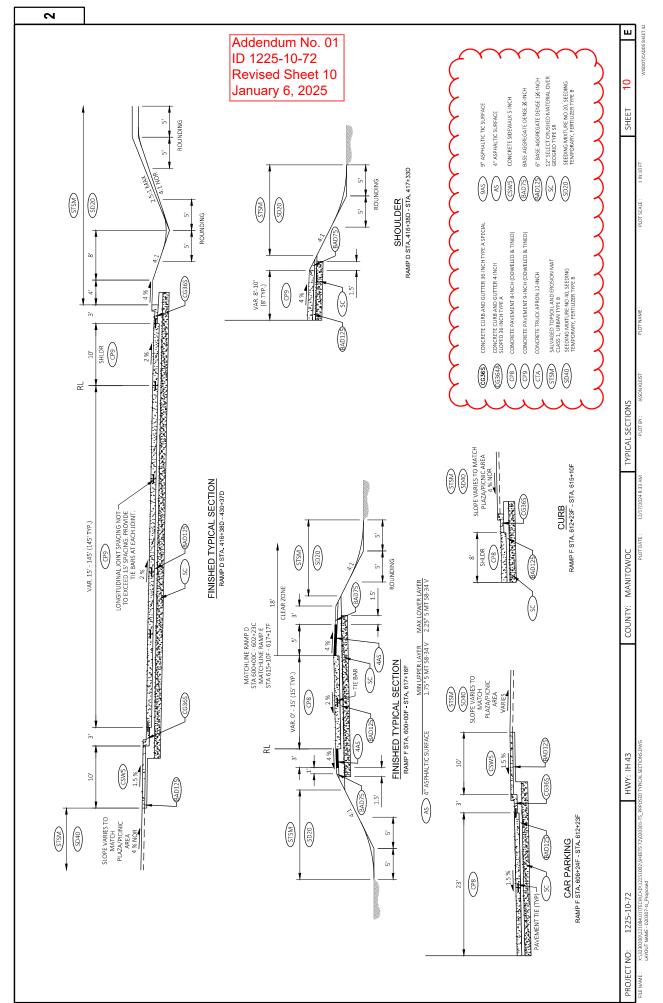
Proposal Development Specialist Proposal Management Section

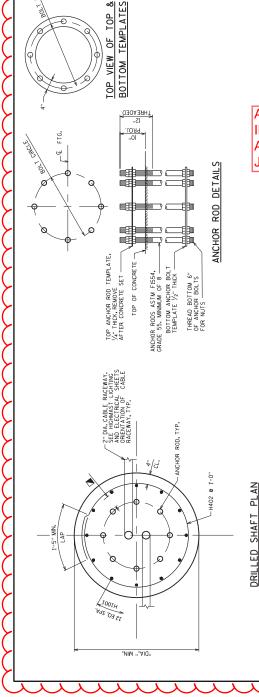
END OF ADDENDUM











Addendum No. 01 ID 1225-10-72 Added Sheet 367A January 6, 2025

CHAMFER ANCHOR ROD, TYP.

REINFORCEMENT TO CLEAR ANCHOR BOLTS BY 1/2" MIN.

CABLE RACEWAY

٦..

FOUNDATION QUANTITIES

HIGH STRENGTH BAR STEEL REINFORCEMENT LB.	810	810	810	810	3,240
CONCRETE MASONRY C.Y.	7	7	7	7	28
H402	11'-11"	11-11"	11'-11"	11'-11"	TOTAL
H1001	13'-6"	13'-6"	136"	136"	
"DIA." FEET	4'-0"	40,,	4'-0"	4:-0"	
"L" FEET	140"	14'-0"	140"	14'-0"	
POLE HEIGHT (FT)	100,-0	100,-0,,	100'-0"	100,-0	
TOWER	L-36-01	L-36-02	F-36-03	L-36-04	

2" DIA. CABLE RACEWAY, TYP.

010	810	3,240		
,	7	28		
11.11	11'-11"	TOTAL		
11-11 0-01	13'-6"			
+	40,,			
D- 4-T	14,-0,,			
100-0	100,-0,,			
CO-00-	L-36-04			

3'-4" DIA. H402

TOTAL ESTIMATED QUANTITIES

12 - H1001

	BID ITEM NUMBER	BID ITEMS	TINO	L-36-01	L-36-02 L-36-03	L-36-03	L-36-04
In	531,2048	DRILLING SHAFT 48-INCH	4	14	14	14	14
J U1	531.4500	FOUNDATION HIGH MAST 100-FT	EA	1	1	1	1
01	532.4500	HIGH MAST 100-FT	EA	1	1	1	1

STRUCTURE DESIGN CONTACTS: BUREAU OF STRUCTURES: AARON BONK CONSULTANT: MATT BUCKLI

D SEE HIGH MAST LIGHTING AND ELECTRICAL SHEETS FOR ORIENTATION OF CABLE RACEWAY.

DRILLED SHAFT ELEVATION CASING IS ANTICIPATED PER THE GEOTECH REPORT. CASING SHALLE REMOVED CONCURRENTLY WITH PLACING CONCRETE A MINIMUM OF 5-FT OF HEAD OF RESH CONCRETE IS RECOMMENDED.

608-261-0261 608-443-0441

1225-10-72

DRAWINGS SHALL NOT BE SCALED. GENERAL NOTES

ALL STRUCTURAL STEEL MEMBERS, PLATES, ANCHOR RODS, H.S. BOLTS, NUTS AND WASHERS STARLL BE CALVANTED PER SECTIONS 531 AND 532 OF THE WISDOT STRANDARD SPECIFICATIONS. ALTERNATE FOUNDATION DESIGNS ARE NOT ALLOWED.

CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO FABRICATION OF STRUCTURE.

WELD TEST AS PER AWS D1.1.

EXACT LOCATION OF HIGH MAST LIGHT BASE SHALL BE DETERMINED BY THE REGION LIGHTING ENGINEER. CONTRACTOR SHALL VERIFY UTILITY CONFLICTS PRIOR TO CONSTRUCTION OF FOOTINGS.

POLE AND ANCHOR RODS TO BE DESIGNED TO AASHTO "LRFD SECRIFICATIONS FOR STITUTHAL SUPPORTS FOR HIGHWAY SIGNS, LUMANIRES AND TRAFFIC SIGNALS", IST EDITION AND INTERIM SPECIFICATIONS, AND "HE WISOOT BRIDGE MANUAL.

POLE FABRICATOR TO DESIGN AND SUPPLY POLE ANCHOR RODS AND TEMPLATES IN ACCORDANCE WITH THE PLANS AND STANDARD SPECIFICATIONS.

OUTSIDE DIA, OF DRILLED SHAFT AT TOP IS DEPENDENT ON ANCHOR BOLT CIRCLE REQUIRED FOR POLE, MAINTAIN 4" MIN, COVER OF REINFORCEMENT. INSTALL STRUCTURE ID PLAQUE PER S.D.D. 10 A 4-3

SEE HIGH MAST LIGHT ELECTRICAL SHEETS FOR LUMINAIRE AND HARDWARE INFORMATION.

CONCRETE AND REINFORCMENT OUANTITIES PROVIDED IS FOR INFORMATIONAL PURPOSES ONL". CONCRETE AND REINFORCEMENT OUANTITIES ARE INCLUEDED IN BID ITEM "FOUNDATION HIGH MAST 100-FT".

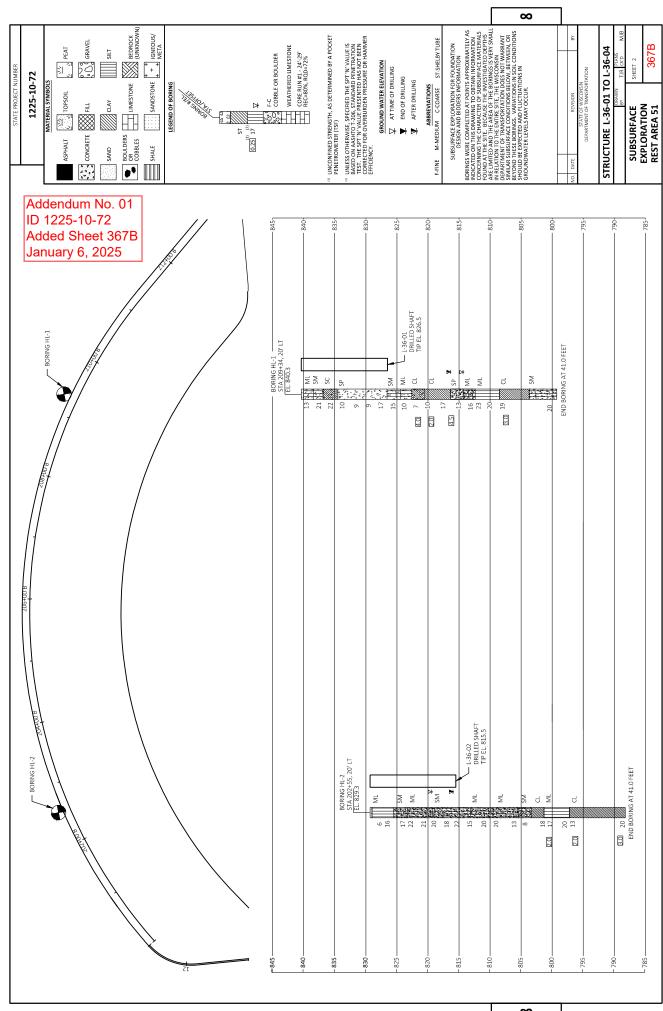
- f'c = 3,500 P.S.I.	—fy = 60,000 P.S.L.	—fy = 36,000 P.S.L.		
CONCRETE MASONRY	BAR STEEL REINFORCEMENT: fy	STRUCTURAL CARBON STEEL: ASTM A709, GRADE 36	ANCHOR RODS, ASTM F1554, GRADE 55 - ASTM F436 WASHERS. FY ASTM A563A HEAVY HEX NUTS, AND ASTM F436 WASHERS.	į

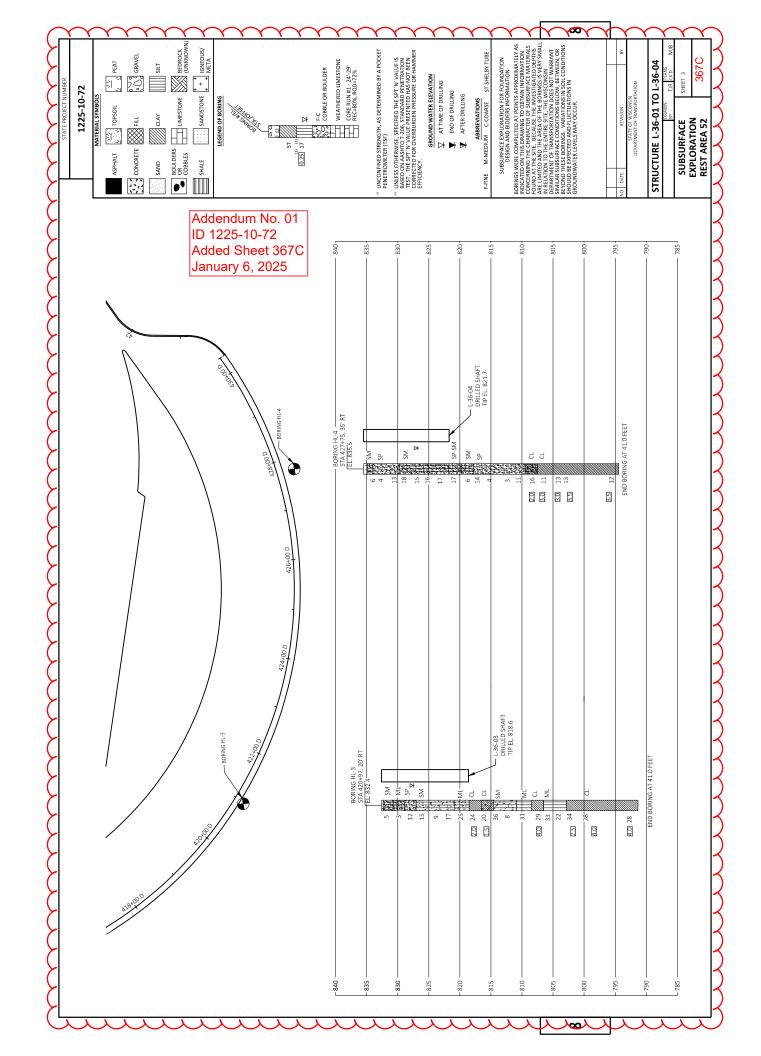


MANITOWOC

367A SHEET 1 OF 3

HML FOUNDATION







Wisconsin Department of Transportation

January 9, 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 #26: 1225-10-72, WISC 2025144

Manitowoc - Green Bay

SRA 51 Maribel/SRA 52 Denmark

IH 43

Manitowoc County

Letting of January 14, 2025

This is Addendum No.02, which provides for the following:

Special Provisions:

	Revised Special Provisions			
Article No.	Description			
67	Sanitary Sewer PVC, 8-Inch, Item SPV.0090.02.			

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. 02 1225-10-72 January 9, 2025

Special Provisions

27. Sanitary Sewer PVC, 8-Inch, Item SPV.0090.02.

Replace paragraph three under section titled C Construction with the following:

Backfill trenches according to standard spec 608.3.5.

END OF ADDENDUM