

HIGHWAY WORK PROPOSAL

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

Proposal Number: **009**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Rock	5990-01-41	WISC 2023143	C Of Janesville, East Milwaukee Str; Atwood Avenue To Main Street	LOC STR
Rock	5990-01-42	N/A	C Of Janesville, East Milwaukee Str; Atwood Avenue To Main Street	LOC STR

ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: January 10, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code <h3 style="margin: 0;">SAMPLE</h3> <h3 style="margin: 0;">NOT FOR BIDDING PURPOSES</h3>
Contract Completion Time September 30, 2023	This contract is exempt from federal oversight.
Assigned Disadvantaged Business Enterprise Goal 3%	

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Grade, Watermain, Storm Sewer, Base, Concrete Pavement Asphalt Pavement, Curb & Gutter, Sidewalk, Landscaping, Signing, Signals, Lighting, Pavement Marking.	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

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

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

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

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

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

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

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

B. Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

B Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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

Instructions for Certification

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

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

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

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

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STSP'S Revised June 28, 2022

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 5990-01-41 and 5990-01-42, City of Janesville, East Milwaukee Street, Atwood Avenue to Main Street, Local Street, Rock County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2023 Edition, as published by the department, and these special provisions.

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

100-005 (20220628)

2. Scope of Work.

The work under this contract shall consist of excavation, concrete pavement, pavement marking and signing, storm sewer, water main, concrete curb and gutter, concrete sidewalk, decorative landscaping and street lighting 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.

A General

Have a superintendent or designated representative from the prime contractor on the job site during all controlling work operations, including periods limited to only subcontractor work operations, to serve as a primary contact person and to coordinate all work operations.

Hold prosecution and progress meetings once per week. Invite City of Janesville representatives to attend the prosecution and progress meetings, including area EMS services. The prime contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks shall provide a written schedule of the next week(s)' operations. Provide begin and end dates of specific prime and subcontractor work operations. Review the contractor's schedule and subcontractors' schedule, traffic control staging, and evaluation of progress and pay items and other agenda items at the meeting. Review plans, schedule and specifications for upcoming work at this meeting.

Take care in protecting all building faces from damage, dirt, and concrete. When doing work near the buildings, put a shield (plywood, sheeting, etc.) up against the building to protect it. The cost of this work is included in the bid item that is being worked on at the time. The contractor is responsible for returning the building face to its original condition if any damage occurs or if any dirt or concrete has adhered to the building face.

The contractor is advised to mobilize construction equipment that is a size suitable for maneuvering in the limited area throughout the project. There are many movement limitations both horizontally and vertically in the project limits (trees, overhead wires, poles, etc.). The contractor will be responsible for any damage done to objects inside the project limits.

The existing wooden planters, street name signs and streetscaping furniture within the project limits will be removed by the City of Janesville prior to the start of construction. Contact Karissa Chapman, City of Janesville Engineering, at (608) 755-3163 (chapmank@ci.janesville.wi.us) two weeks prior to the start of construction to confirm removals.

There is a great concern from the business owners along the project regarding the amount of dust that will be present from the construction operations. Minimize the amount of dust created from construction. During construction operations, if aggregate, slurry from saw cutting, or other construction materials are in the travel way, the contractor shall immediately clean up the area. Surface treatment is included as part of the project to assist with dust abatement during construction.

No sidewalk construction can commence in front of an entrance without notifying the property owner, residents or the business a minimum of 48 hours in advance. Door tags or written notice to each business and residential dwelling, when applicable, within the property is required as part of the notification.

No water shut off can commence without notifying the property owner, all residents or the business a minimum of 24 hours in advance. Door tags or written notice to each business and residential dwelling, when applicable, within the property is required as part of the notification.

Do not store equipment, vehicles, or materials on adjacent streets or city parking lots beyond the project limits without specific approval of the engineer and the city.

B Federal Aviation Administration

Prior to construction, an aeronautical study form (FAA 7460-1) must be e-filed with the FAA at least 45 days prior to the start of construction, at the following website:

<https://www.faa.gov/forms/index.cfm/go/document.information/documentid/186273>

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

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

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

Direct temporary lighting, if used, away from wooded areas during the bat active season: April 1 to October 31, both dates inclusive. 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. The department will issue a notice to proceed with clearing and associated work directly impacted by clearing after consulting with the United States Fish and Wildlife Service (USFWS).

Tree clearing is limited to that which is specified in the plans. If additional trees with a 3-inch or greater diameter at breast height (dbh) need to be removed, no tree clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Additional tree removal beyond the area originally specified will require consultation with the USFWS and may require a bat presence/absence or visual emergency survey. Notify the engineer if additional clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary. Submit a schedule and description of clearing operations with the ECIP 14 days prior to any clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of clearing operations, and list those additional measures in the ECIP.

D Oak Tree Removal

If this project will involve cutting or wounding of oak trees, avoid cutting or pruning of oaks from April through September to prevent the spread of oak wilt disease.

E Janesville Transit System

Janesville Transit System maintains the Milton Avenue Route through on East Milwaukee Street within the project limits and the Beloit-Janesville Express Route that crosses East Milwaukee Street at Main Street. Contact Karissa Chapman, City of Janesville Engineering, at (608) 755-3163 (chapmank@ci.janesville.wi.us) a minimum of 14 calendar days before closure of Milwaukee Street to coordinate with Transit Services. A new concrete pad is included in the plans near the Atwood Avenue intersection for a future transit stop.

F 500 E Milwaukee Street Retaining Wall

Take care in protecting the retaining wall at 500 E Milwaukee Street from damage. When sidewalk is removed adjacent to the wall, new concrete sidewalk must be installed within 72 hours. The contractor is responsible for returning the wall to its original condition if any damage occurs.

G Underground Basement and Vaults

A basement survey was completed prior to construction and either through owner feedback or site visit no exposed underground sidewalk vaults were identified or are anticipated. There may be cavities under existing sidewalk where previous vaults were sealed from within the basement. Descriptions of work and bid items for abandoned vault removal have been included in the plans and this special provision.

H Existing Street Lighting

Existing street lighting is powered from a panel located on a private building at 121 E Milwaukee Street located on the northwest corner of E Milwaukee St and Parker Dr. The city will disconnect the existing wiring and remove the panel from the private building prior to the contractor needing to remove the existing street lighting. Contact Matt Gosline, City of Janesville Tech Services, at (608) 373-3407 (goslinem@ci.janesville.wi.us) a minimum of 14 calendar days before needing the electrical disconnected.

4. Traffic.

A General

East Milwaukee Street, within the project limits will be closed to through traffic. A detour route will be posted.

Notify the City of Janesville Police Department, Fire Department, Janesville School Bus System, and the Post Office a minimum of 14 calendar days prior to closing Milwaukee Street. All project traffic control shall be in place by 7:00 AM the day construction begins.

Maintain an accessible route for emergency vehicles at all times within the project limits. Temporary closures are anticipated for storm sewer construction and concrete operations.

B Traffic Operations

Close East Milwaukee Street to through vehicle traffic between Main Street and Atwood Avenue.

Maintain vehicle traffic at the intersection of East Milwaukee Street and Main Street. Main Street may be reduced to one lane of traffic with flagging operations for storm sewer, water service, grading, and base aggregate placement and limited to daylight operations.

The existing pavement surface within the East Milwaukee Street and Main Street intersection must remain until May 30, 2023, to allow for the Veterans Parade.

Main Street may be closed for a maximum of 10 consecutive calendar days during final grading and concrete paving at the intersection. When closed, vehicle access across Parker Drive must be maintained.

C Property Access

Maintain vehicular access at all times to all driveway access, parking lots, and public alleys that have no other side road access throughout construction; except during paving and utility installation operations occurring in the immediate vicinity of the access location. Maintain and keep open access locations, where alternative access is not available at all times by closing one driveway at a time, building half the driveway at a time and/or plating concrete work. Plating of concrete work, as directed by the engineer, is incidental to the item requiring the plating. When an access or parking area must be limited due to construction operations, notify the engineer, property owners, and occupants of the premises at least 48 hours prior to the beginning of the construction operation. Complete the work in a reasonable time and

manner to resume access to the driveway or side road. In parking lots that are being reconstructed, stage operations so that parking and access is maintained on existing or proposed base aggregate or pavement.

Maintain emergency vehicle access as well as mail and other delivery vehicle access at all times to all properties throughout construction; except during paving and utility installation operations occurring in the immediate vicinity of the property. When access must be limited due to construction operations, notify the police and fire departments, postal service, the engineer and property owners and occupants at least 48 hours prior to the beginning of the construction operation. Complete the work in a reasonable time and manner to resume access to the property.

For vehicle access, furnish, construct, and maintain a ramp of compacted base aggregate dense between closed side streets or open cross streets or driveway access and the work zone at all times, including down to excavated subgrade. The maximum ramp slope shall be 12% and delineated with traffic control drums. Use drums or barricades to direct vehicular traffic in the work zone if required by the engineer.

Install and maintain per the project plans a temporary driveway to the parking lot on the southeast corner of E Milwaukee St and S Wisconsin St when the existing access on S Wisconsin St is unable to be maintained during construction. The temporary driveway shall be located in the existing curb cut approximately 125 feet south of the intersection. The driveway apron may extend into the street as necessary to minimize with apron slope. Coordinate with the engineer and Karissa Chapmen, City of Janesville Engineering, at (608) 755-3163, chapmank@ci.janesville.wi.us to determine the exact limits and extension into the roadway for the access.

D Pedestrian Traffic

Maintain pedestrian access to residences, businesses, parking lots where necessary, as directed by the engineer. Provide a temporary surface for pedestrian access at all times in areas of sidewalk construction. Construct the temporary pedestrian surface to meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements consisting of temporary pedestrian surface asphalt, temporary pedestrian surface plywood, temporary pedestrian surface plate, or alternative material as approved by the engineer. Gravel or base course material is not acceptable. Maintain ADAAG accessible pedestrian access surfaces and walkways that are free from mud, sand, and construction debris.

When the remaining sidewalks need to be removed for replacement, the contractor shall have the base course material leveled and compacted in the removal areas within 24 hours, and the new concrete sidewalk must be in place and available for pedestrian use within 72 hours of removal. Coordinate with each business for the best time to construct sidewalks so as not to interrupt business operations during open hours.

If a business or residence does not have another entrance that can be used during the placement of the new concrete sidewalk, the contractor must provide a temporary pedestrian surface to bridge over the new concrete to the entrance until the new concrete has sufficient strength to carry pedestrian traffic without being damaged.

If additional special pedestrian access needs are identified along the project, provide for that access as directed by the engineer.

Furnish and install temporary curb ramps when existing or finished curb ramps are not in place.

Furnish and install temporary pedestrian barricade along existing and temporary sidewalk surface as shown in the plans and where there are drop-offs greater than 6 inches within 1 foot of the sidewalk edge and a grass or turf buffer does not exist to delineate the edge of sidewalk for vision impaired pedestrians.

Traffic control drums or barrels shall not be used for guidance along pedestrian access routes.

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 road carrying East Milwaukee Street traffic, and do not utilize flagging operations or any traffic control that might impede the free flow of traffic in the open lanes during the following holiday periods:

- From noon Friday, May 26, 2023 to 6:00 AM Tuesday, May 30, 2023 for Memorial Day;
- From 6:00 AM Wednesday, June 14, 2023 to 6:00 AM Friday, June 16, 2023 for Tour of America's Dairyland (ToAD) road cycling race;
- From noon Friday, June 30, 2023 to 6:00 AM Wednesday, July 5, 2023 for Independence Day;
- From noon Friday, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day.

6. Utilities.

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

stp-107-066 (20080501)

Project 5990-01-41

There are overhead and underground facilities located within the project limits. There are known utility adjustments required for the construction project both prior to and during construction.

Additional detailed information regarding the location of utility facilities is available at the region WisDOT office during normal working hours.

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 owner. Follow-up with a confirmation notice to the engineer and the utility owner no less than three working days before the site will be ready for the utility owner to begin its work.

Alliant Energy (Electric) has both overhead and underground facilities located within the corridor.

Relocation of Facilities:

Prior to construction the power pole located at approximately Station 27+53, 38' RT will be relocated approximately 80 feet south of the intersection on Wisconsin Street to avoid conflicts with proposed facilities.

Conflicts during construction are not anticipated.

During Construction:

Alliant Energy will provide a site representative while the contractor is working within two feet of the underground electric at Parker Place at approximately Station 23+70, LT/RT.

Alliant Energy (Gas) has underground gas facilities located within the corridor.

Relocation of facilities:

During Construction:

Alliant Energy has facilities in close proximity to work throughout the project corridor. Alliant Energy will provide a site representative when work is being completed within 2 feet of their located facilities. Alliant Energy will adjust plastic gas main in conflict to avoid proposed facilities while the contractor completes their work. Alliant will also perform service valve height adjustments to finished grade during construction.

Alliant Energy (Fiber Optic) has existing fiber optic lines that cross E Milwaukee St at 8-10 foot deep located at approximately Station 20+90 (backbone 144 count fiber) and Station 23+70 (36 count fiber).

Conflicts during construction are not anticipated.

During Construction:

Alliant Energy will provide a site representative while the contractor is working within two feet of both underground fiber conduits. Alliant will lower the conduit & fiber when in conflict with proposed facilities, work will be completed within one working day.

AT&T (Communications) has underground communication facilities in close proximity to work throughout the construction limits.

Relocated Facilities:

Prior to construction:

AT&T has an existing 3" conduit that crosses E Milwaukee Street at Station 21+80 which contains asbestos. Prior to construction, the conduit will be removed, and a new conduit will be placed at a lower elevation. No additional asbestos containing conduits are located within the project limits.

During Construction:

AT&T will make adjustments of frames and covers to final grade throughout the project corridor during the roadway construction. AT&T will require three working days to complete the adjustments.

Additional conflicts during construction are not anticipated.

Everstream (Communications) has existing fiber optic lines located within AT&T, Windstream and Unite Private Networks conduits. Everstream facilities located in joint AT&T and Windstream facilities are located in the south terrace between Parker Place and Wisconsin Street. Everstream also has a conduit that continues up the south terrace of E Milwaukee Street to Atwood Ave. In addition, Everstream has a joint vacant conduit with UPN which travels south on Parker Drive to E Milwaukee Street, travels west in the north terrace on E Milwaukee Street and continues south down Main Street.

Conflicts during construction are not anticipated.

Spectrum (Communications) has both underground and overhead facilities within the corridor.

Relocated Facilities:

Prior to construction:

Spectrum will relocate the existing vault at Station 20+34, 35' RT outside of the project limits.

Spectrum will also relocate their existing overhead service attached to Alliant Energy's power pole at approximately Station 27+53, 38' RT in coordination with Alliant Energy.

Conflicts during construction are not anticipated.

TDS Metrocom, LLC (Communications) maintains underground conduit from the SE corner of Parker Place and E Milwaukee Street to a Windstream-owned handhole at approximately Station 25+22, 26' RT. From there, TDS has fiber optic cable located within an AT&T conduit which crosses E Milwaukee Street from the Windstream handhole and enters AT&T's facility at 301 E Milwaukee Street.

Conflicts during construction are not anticipated.

Unite Private Networks (UPN) (Communications) has existing underground facilities within the project area. UPN has an existing handhole at approximately Station 19+46, 23' RT with conduit extending to the intersection of E Milwaukee St and Parker Place.

Relocation of Facilities:

Prior to Construction:

UPN will discontinue the existing handhole at Station 19+46, 23' RT and service line prior to construction. The service line will be relocated outside of the construction project area.

Conflicts during construction are not anticipated.

US Signal (Communications) has two 1.25" conduits with 48-count fiber optic cable which crosses E Milwaukee Street from an US Signal handhole at approximately Station 25+18, 26' RT to an AT&T structure at Station 25+22, 2' LT. US Signal also owns two 4-foot 1.25" conduits with 48-count fiber optic cable between their handhole at Station 25+18, 26' RT and Windstream's adjacent handhole at approximately 25+22, 26' RT.

During Construction:

US Signal will adjust their existing handhole at Station 25+18, 26' RT to finished grade during construction. The work will take one day to complete.

Additional conflicts are not anticipated.

Windstream (Communications) has existing underground facilities located between Parker Place and Wisconsin Street within the project limits. The existing conduits travel north on Wisconsin Street in the west terrace to a handhole at Station 27+13, 30' RT at the intersection with E Milwaukee Street. From there, conduit continues west in the south terrace of E Milwaukee Street to a handhole at approximately Station 25+23, 26' RT and two conduits cross E Milwaukee Street to an AT&T-owned vault located at Station 27+35, 18' LT. Once in the AT&T vault, Windstream has two conduits with fiber that exit the vault and continue west in conduit in the north terrace to AT&T's building at 301 E Milwaukee Street. From the handhole at Station 25+23, 26' RT, two conduits continue west in the south terrace of E Milwaukee St. One continues to Parker Pl where it turns and travels south in the west terrace of Parker Pl exiting the project area. The remaining conduit in the south terrace of E Milwaukee Street turns north and crosses E Milwaukee Street at approximately Station 24+50 before entering AT&T's building at 301 E Milwaukee Street.

Relocated Facilities:

Prior to Construction:

Windstream will pothole the locations identified below to verify existing depth. Adjustments to elevations will be made as necessary prior to construction to avoid conflicts during construction.

The following locations will be potholed and adjusted as necessary to avoid conflicts during construction:

20+60, 35' RT - proposed water crossing, 20+97, 34' RT – proposed storm crossing, 25+22, 4' RT - proposed water crossing, 25+66, 23' LT – proposed water crossing, 27+11, 30' LT proposed storm crossing, 27+17, 23' RT – proposed storm crossing, 27+25, 4' RT – proposed water crossing, 27+26, 1' LT – proposed water crossing, 27+26, 29' LT – proposed water crossing.

During Construction:

Additional relocations are not anticipated, however, existing handholes located at Stations 27+13, 30' RT and 25+18, 26' RT will be adjusted to finished grade during construction. The work will take one day to complete.

Additional conflicts are not anticipated.

City of Janesville – Street Lighting has light poles located on both sides of E Milwaukee Street throughout the corridor.

Relocated Facilities:

During Construction:

The City of Janesville – Street Lighting will disconnect the existing wiring and remove the control cabinet panel from the private building located at Station 20+25, 75' RT prior to the contractor needing to remove the existing street lighting.

As part of the project, remove, disconnect and construct new buried electric facilities for street lighting within the project limits according to the plans and specifications. Install new light poles on both sides of the road within the project limits according to the plans and specifications.

Install a new concrete base and lighting control cabinet within the terrace on the southeast quadrant of the Parker Place intersection at approximately Station 24+30, 40' RT.

City of Janesville – Sanitary Sewer has existing sanitary sewer that runs the length of the corridor with crossings at crossings at all intersections along the corridor.

Adjust manholes to match the new finished pavement elevation. Perform this work in accordance with the requirements of Adjusting Manhole Covers.

Conflicts with underground facilities are not anticipated and are to remain operational during construction.

City of Janesville – Watermain

As part of the project, construct, relocate, discontinue, and water main facilities as shown in the plans and in the bid items for this project. Replace and reconnect existing services as shown in the plans and in the bid items for this project.

All existing watermain will be discontinued in place unless removal is necessary to complete project work. Removal is considered incidental to the work being completed at the time. The proposed watermain will be relocated to the south side of the roadway within the eastbound travel lane. All services will be replaced from the main to the curb box generally located within the existing terrace.

Perform Utility Line Openings (ULO's), in accordance with the requirements of Utility Line Opening (ULO) for water crossings prior to ordering storm sewer pipe and structures. Upon determining depths of existing watermain and services at the storm sewer crossings, adjust storm sewer inlet leads at conflict locations with the 12-inch watermain, if storm sewer adjustment is not feasible; relocate watermain services around the storm sewer trunk.

Project 5990-01-42

All coordination was completed under Project 5990-01-41.

7. Hauling Restrictions.

At all times, conduct operations in a manner that will cause a minimum of inconvenience to the free flow of traffic. Hauling vehicles shall only use engineer-approved ingress and egress locations. Use only City of Janesville designated truck routes for material haul roads. Comply with all local ordinances.

8. Municipality Acceptance of Sanitary Sewer and Watermain Construction.

Both the department and City of Janesville personnel will inspect construction of watermain under this contract. However, construction staking, testing, and acceptance of the watermain construction will be by the City of Janesville.

stp-105-001 (20140630)

9. General Requirements for Watermain Construction.

Perform work according to these provisions, the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction and the "City of Janesville, Wisconsin Standard Specifications for Public Works Construction". In the event of a conflict, the Wisconsin Department of Transportation Standard Specifications will take precedence.

<https://www.ci.janesville.wi.us/home/showdocument?id=3412>

10. Coordination with Businesses.

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

11. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 7:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

12. Removing Concrete Sidewalk

Supplement standard spec 204 with the following:

Removal of the concrete sidewalk where buildings or retaining walls abut the concrete sidewalk shall include performing a full depth sawcut approximately 1/2 foot from the buildings and walls or as close as possible. Remove the remaining pieces of sidewalk by the buildings and walls by other methods. Payment of the full depth sawcut will be paid for under the bid item Sawing Concrete. During the sawcutting and sidewalk removal, the contractor shall take extreme care to not damage the buildings or walls. The contractor will be responsible for any damage. Salvage rebars that may extend into the sidewalk from the buildings or walls and incorporate into the new concrete sidewalk. Place 1" of joint filler along the building and wall or remaining sidewalk. The joint filler is included in the bid item Concrete Sidewalk.

13. Removing Concrete Retaining Wall, Item 204.9090.S.01

A Description

This special provision describes removing concrete retaining wall conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Concrete Retaining Wall in linear feet, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S	Removing Concrete Retaining Wall	LF

stp-204-025 (20150630)

14. Excavation Common.

Isolated areas of existing and new storm sewer will be in close proximity to the grading limits of the excavation for the base aggregate. No extra payment will be made for working around these facilities. The contractor will be responsible for any damage.

15. Base Aggregate Dense 1 1/4-Inch Item 305.0120.

Replace standard spec 305.1 (1) with the following:

(1) This section describes constructing a dense graded base using crushed Limestone.

Replace standard spec 305.2.1 (1) with the following:

(1) Provide aggregate conforming to standard spec 301.2 for crushed Limestone.

16. Coloring Concrete Custom, Item 405.0200.

Replace standard spec 405.2.1.1(1) with the following:

The coloring admixture shall be Lycon Master Color “Midnight” MC7001 or identical match at the loading recommended by the admixture manufacturer.

17. Concrete Sidewalk 5-Inch, Item 602.0410

Supplement standard spec 602.3.2.3 with the following:

- (4) Submit a 8-foot by 10-foot by 5-inch panel, to demonstrate finish, color, texture, jointing pattern and treatment required in actual construction at least 10 days prior to the installation for approval by the engineer and City of Janesville (Karissa Chapman, (608) 755-3163, chapmank@ci.janesville.wi.us). Location of sample on site will be approved by the engineer prior to construction. Consider the accepted mock-up as a minimum standard of workmanship to be matched or bettered throughout the Project. The mock-up may be constructed as part of the project and, if approved, will be accepted as part of the Work. Remove mock-ups which fail to meet the engineer’s and City of Janesville approval.

Delete standard spec 602.3.2.5 (9).

Revise standard spec 602.3.2.5 (10) with the following:

- (10) Saw sidewalk contraction joints at least 1 inch in depth and approximately 1/8 inch wide. Perform the sawing as soon as possible after the concrete sets sufficiently to prevent raveling during sawing and before shrinkage cracking occurs.

18. Concrete Sidewalk 6-Inch, Item 602.0415

Delete standard spec 602.3.2.5 (9).

Revise standard spec 602.3.2.5 (10) with the following:

- (10) Saw sidewalk contraction joints at least one inch in depth and approximately 1/8 inch wide. Perform the sawing as soon as possible after the concrete sets sufficiently to prevent raveling during sawing and before shrinkage cracking occurs.

19. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

The steel plates shall become the property of the contractor when no longer needed in the contract work.

stp-611-006 (20151210)

20. Insulation Board Polystyrene 2-Inch, Item 612.0902.S.01.

A Description

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

B Materials

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

Delete flammability requirement.

B.1 Certification

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

C (Vacant)

D Measurement

The department will measure Insulation Board Polystyrene (size) by area in square yards of work, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
612.0902.S.01	Insulation Board Polystyrene 2-Inch	SY

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

stp-612-005 (20030820)

21. Trees (species, root, size), Item 632.0101; Shrubs (species, root, size). Item 632.0201.

Replace standard spec 632.2.2.8(2) with the following:

Contact Ethan Lee, City of Janesville Operations, at (608) 755-3026, leee@ci.janesville.wi.us, to coordinate with City of Janesville Parks Division a minimum of five days prior to planting to inspect nursery stock.

The City of Janesville and the engineer will approve plantings prior to installation. The engineer and city may inspect plants at the grower's nursery or at the place of collection, or at the collector's holding site.

The engineer or city may tag representative plants at the grower's nursery. Although the engineer or city may approve plants at the source, they may still reject plants at the project site.

22. 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 \$200 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)

The plant establishment period shall be one year, ending on September 30, 2024.

23. Install Conduit Into Existing Item, Item 652.0700.S.

A Description

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, communication vault, or other structure.

B Materials

Use conduit rigid nonmetallic schedule 40 2-Inch as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the standard spec.

C Construction

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate-sized hole for entering conduits at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

D Measurement

The department will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	EACH

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.

stp-652-070 (20100709)

24. General Requirement for Electrical.

The approved products list is located at:

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

25. Traffic Signals Face 3S 12-Inch, Item 658.0173;

Replace standard spec 658.2 (3) with the following:

For traffic signal faces: furnish signal housings, visors, LED modules, backplates, louvers, and cut away or tunnel type visors as the plans show.

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

A Description

This special provision describes conducting a crack and damage survey of the residences and business located at residences and business located adjacent to the project limits. This Crack and Damage Survey shall consist of two parts. The first part, performed before construction activities, shall include a visual inspection, digital images, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, digital images, and written report describing any change in the building's condition.

B (Vacant)

C Construction

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

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

ID: _____
Building Location: _____
View looking: _____
Date: _____
Photographer: _____

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

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

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

D Measurement

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

E Payment

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

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

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

stp-999-010 (20210708)

27. Planting Soil Mix, Item SPV.0035.01.

A Description

Under this specification for planting soil mix, the contractor shall furnish and place the soil for the landscape beds in the location and manner specified in the plans and the pertinent provisions of standard spec 625 and 632. Work includes the excavation of existing material and placing the soil mix.

B Materials

Planting mix for raised planters and at grade tree openings shall consist of a mix of two parts of well-pulverized topsoil, as recommended by soil test compliance including mechanical properties and pH range, and one part coarse sand, and all amendments recommended by the Soil Test Laboratory and as specified herein. At grade tree openings shall have 24 inches of planting soil mix. Raised planters shall have 36 inches of planting soil mix. Planting soil mix for all trees over 1 inch in caliber planted into raised planters or at grade tree openings shall include a "root" growth/acclimator, application rate, per manufacturer.

C Construction

Remove compacted base from within 6 inches of curbs and pavement of planting beds. Loosen subgrade of planting beds to a minimum depth of 18 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter. Thoroughly blend planting soil mix off-site before spreading. Do not spread if planting soil or subgrade is frozen, muddy or excessively wet. Spread approximately one-third the thickness of planting soil mix over loosened subgrade.

Mix thoroughly into top 6 inches of subgrade. Spread planting soil mix, in maximum of 6-inch lifts, to a depth shown in plans but not less than required to meet finish grades after natural settlement. Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

D Measurement

The department will measure Planting Soil Mix in units per 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	Planting Soil Mix	CY

Payment is full compensation for furnishing and placing all materials, including excavation of but not limited to existing planter material, disposal, hauling, placing, edging, and grading.

28. Watermain Granular Backfill Special, Item SPV.0035.02.

A Description

This special provision describes furnishing and placing granular backfill for watermain installation.

B Materials

These materials shall be a uniformly graded granular material conforming to Section 4.6.1 of the "City of Janesville, Wisconsin Standard Specifications for Public Works Construction". All excavated material (including existing crushed asphalt) meeting specifications may be used as bedding, cover, or backfill. If the excavated material, which will vary by site location, does not meet the above requirement as determined by the engineer, the material shall be removed from the site and new materials supplied. Material will be deducted for bedding and cover material for typical trench width and pipe cover requirements.

C Construction

Trench backfill above the bedding and cover shall be placed in 12-inch lifts and mechanically compacted to 95% Modified Proctor Density in all areas beneath asphalt or concrete surfaces and 80% Modified Proctor Density in non-paved areas per City of Janesville Standard Specifications.

D Measurement

The department will measure Watermain Granular Backfill Special shall be per cubic yard for the volume of material delivered and placed to the work areas. Measurement will be based upon load tickets provided to the engineer. Tickets based on cubic yards will be reduced 10% for the loss after in-place compaction. Tickets based on weight will be converted to cubic yards using an agreed upon density between the contractor and city, but not less than 3,300 lb./C.Y.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.02	Watermain Granular Backfill Special	CY

Payment is full compensation for supplying the material with delivery to the site; disposal of unsuitable material from the trench; and miscellaneous work to complete the work.

29. Manhole Cover Type Special Logo, Item SPV.0060.01.

A Description

This special provision describes furnishing and installing logo manhole covers.

B Materials

Furnish manhole covers in accordance to standard spec 611.2 and the plan details. Furnish Neenah Foundry R-1710-NR frames with N1090-1093 covers for storm sewer manholes and R-1710-NR frames with N1090-1092 covers for watermain manholes.

C Construction

Install manhole covers according to standard spec 611.3.

D Measurement

The department will measure Manhole Cover Type Special Logo by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Manhole Cover Type Special Logo	EACH

Payment is full compensation for furnishing new covers, including frames, grates, curb plates and all other required materials; for installing and adjusting each cover.

**30. Inlet Cover Type H Special Logo, Item SPV.0060.02;
Inlet Cover Type H Special Logo LP, Item SPV.0060.03.**

A Description

This special provision describes furnishing and installing city specific inlets with logo covers.

B Materials

Furnish inlet covers according to standard spec 611 and the plan details.

Furnish Neenah Foundry R-3067 inlet castings with Type V grate and Enviro Notice Plate 3000-D for Inlet Cover Type H Special Logo.

Furnish Neenah Foundry R-3067 inlet castings with Type VR grate and Enviro Notice Plate 3000-D for Inlet Cover Type H Special Logo LP.

C Construction

Install inlet covers according to standard spec 611.3.

D Measurement

The department will measure Inlet Cover Type H Special Logo and Inlet Cover Type H Special Logo LP by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Inlet Cover Type H Special Logo	EACH
SPV.0060.03	Inlet Cover Type H Special Logo LP	EACH

Payment is full compensation for furnishing new covers, including frames, grates, curb plates and all other required materials; for installing and adjusting each cover.

31. Reconnect Storm Sewer Laterals, Item SPV.0060.04.

A Description

This special provision describes reconnecting existing storm sewer laterals to new structures, new pipes or existing pipe.

B (Vacant)

C Construction

Identify all private laterals in existing structures and pipes and verify elevations prior to that structure’s removal and ordering of any precast structures. Remove existing lateral pipes to the right-of-way and replace in-kind. Verify that positive drainage is achieved when connecting to the new inlet or curb outlet structure. The contractor will be allowed to salvage any structurally sound pipe that was removed with prior approval by the engineer. Connect the existing pipes to the new pipes with the appropriate coupling, concrete collar or by means approved by the engineer.

Taps into new pipe or structures must be approved by the engineer by methods shown on the plans.

Concrete masonry for concrete collar shall be according to standard spec 501. Any additional pipe or materials required to reconnect the storm sewer laterals shall be considered incidental to this bid item.

D Measurement

The department will measure Reconnect Storm Sewer Lateral by each lateral, connected and approved in the field.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Reconnect Storm Sewer Laterals	EACH

Payment is full compensation for performing all work; removal of existing pipes, furnishing and installing all materials, couplings, concrete collars, taps and pipe.

**32. Remove Light Pole Assembly, Item SPV.0060.05.;
Remove & Salvage LED Street Light Fixture, Item SPV.0060.06.**

A Description

This special provision describes removing light pole assembly and salvaging LED street light fixture.

B (Vacant)

C Construction

Carefully remove the existing light pole assembly and disassemble the LED street light fixture outside of the right-of-way according to standard spec 204. Store the light fixture off the project site for City of Janesville pickup. Contact Matt Gosline, City of Janesville Tech Services, at (608) 373-3407 goslinem@ci.janesville.wi.us, at least three working days prior to removal.

D Measurement

The department will measure Remove Light Pole Assembly and Remove & Salvage LED Street Light Fixture by the 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.0060.05	Remove Light Pole Assembly	EACH
SPV.0060.06	Remove & Salvage LED Street Light Fixture	EACH

Payment is full compensation for removing, disassembling, storage of the LED street light fixtures (regardless of condition), and disposal of the pole and materials.

33. Decorative Mast Arm Lighting Unit, Item SPV.0060.07.

A Description

This special provision describes furnishing and installing a roadway light pole, mast arm, luminaire and outdoor surface mounted outlet according to standard spec 651 through 660, as shown on the plans, and as approved by the engineer.

B Materials

Furnish the following pole: Ameron #6B1-29 with overall length of 29 feet 1 inch. Finish shall be Ameron standard color #37, Uncoated Black & White.

Furnish the following mast arm: Ameron #CZ-6' with Ameron Oct Cap w/ Finial top mount cap. Finish shall be Black Powder Coat.

Furnish the following luminaire: Sternberg Libertyville 1A/1914LED/RLM431/3L40T3/MDL06/A/HSHB/R1/BKT with multi-tap ballast, borosilicate glass, and photocell. Finish shall be Black.

Furnish the following outdoor surface mounted outlet:

Tamper-Resistant and Weather-Resistant In-use GFI Convenience Receptacles (15 Amp): Square face, 125V, 15A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-15R, and UL 498. The outlet cover and box shall be stainless steel metal and powder coated gray.

Tamper-Resistant and Weather-Resistant In-use GFI Convenience Receptacles (50 Amp): 2-pole, 4-wire, 240V, 50A; twist lock, comply with UL 498. The outlet cover and box shall be stainless steel metal and powder coated gray.

The outlet shall comply with NFPA 70, "Receptacles, Cord Connectors, and Attachment Plugs (Caps)" Article, "Tamper-Resistant Receptacles in Dwelling Units" Section, when installed in wet and damp locations.

Outlet shall be manufactured by Cooper TWRBR15, Hubbell DR15TR, Leviton TRW15, or Pass & Seymour TRW26252, or Approved Equal.

C Construction

Install according to standard spec 651 through 660 and the manufacturer's recommendations. Manufacturer to supply standard anchor bolts for installation.

The outdoor surface mounted outlet shall be mounted to the outside of the concrete pole. The outlets will be mounted at approximately the same height as the pedestrian light poles. Prior to installation of the outlet, contact Matt Gosline, City of Janesville Electric, at (608) 751-5200 to confirm the final outlet location. Provide one week notice prior to installing the outlets.

The outlets shall be on a separate circuit than street lights and/or traffic signal equipment.

D Measurement

The department will measure Decorative Mast Arm Lighting Unit 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.0060.07	Decorative Mast Arm Lighting Unit	EACH

Payment is full compensation for furnishing and installing a light pole; luminaire, mast arm and outdoor surface mounted outlet.

34. Decorative Pole Top Lighting Unit, Item SPV.0060.08.

A Description

This special provision describes furnishing and installing a roadway light pole, mast arm, luminaire and outdoor surface mounted outlet according to standard spec 651 through 660, as shown on the plans, and as approved by the engineer

B Materials

Furnish the following pole: Sternberg Augusta 4210FP5-GFI LPIUC-BK for the roadway unit. The Decorative Pole Top Lighting Unit will have an overall length of 10 feet.

Furnish the following luminaire: Lumecon LROF-1-1-NW-A-B-8-DS-1-X-B-X-X-X.

Furnish the following outdoor surface mounted outlet:

Tamper-Resistant and Weather-Resistant In-use GFI Convenience Receptacles: Square face, 125V, 20A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-15R, and UL 498. The outlet cover and box shall be stainless steel metal and powder coated black.

The outlet shall comply with NFPA 70, "Receptacles, Cord Connectors, and Attachment Plugs (Caps)" Article, "Tamper-Resistant Receptacles in Dwelling Units" Section, when installed in wet and damp locations.

Outlet shall be manufactured by Cooper TWRBR15, Hubbell DR15TR, Leviton TRW15, or Pass & Seymour TRW26252, or approved equal.

C Construction

Install according to standard spec 651 through 660 and the manufacturer's recommendations.

D Measurement

The department will measure Decorative Pole Top Lighting Unit 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.0060.08	Decorative Pole Top Lighting Unit	EACH

Payment is full compensation for furnishing and installing the luminaire.

35. Concrete Base Type 3 Special, Item SPV.0060.09.

A Description

This special provision describes constructing concrete foundations, including necessary hardware, as shown on the plans, according to standard spec 654, and as hereinafter provided.

B Materials

Furnish grade A, A-WR, A-FA, or A-IP concrete masonry conforming to the requirements of standard spec 501.2 asp modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716.

Conduit cast within the bases shall be Schedule 40 polyvinyl chloride (PVC) electrical conduit and shall conform to the requirements of standard spec 652.

Furnish anchor bolts made from high-strength steel (50 ksi minimum yield strength), ASTM A36, and fit each with two hard washers and two heavy hex nuts. Each bolt shall have approximately 6 inches or more of thread at the top end. The bolts, washers, and nuts shall be galvanized. Furnish 1-inch by 40-inch bolts, including a 4-inch L-bend at the bottom.

Furnish bar steel reinforcement conforming to the requirements of standard spec 505.

C Construction

Construct the bases with the anchor bolts parallel to the centerline of the street.

Forms shall be of sufficient depth to provide a minimum of 12 inches of formed base below the finished grade on the low side of the base. The top surface of the base shall be level with a 3/4-inch bevel on the edges and shall be given a rubbed finish.

Cast anchor bolts into the base as shown on the plans. Verify the bolt circle diameters before constructing the bases.

Furnish and install manufactured elbows in all bases, except as noted on the details. Install elbows to permit installation of conduit in as nearly straight-line runs as possible, without unnecessary bends. Bases not installed to this standard will not be accepted. Extend existing conduit into the bases. Elbows shall conform to the requirements of the type of conduit entering the base. Install an extra elbow in each base at the end of a run as directed by the engineer. Install extra elbows in any base as directed by the engineer.

Install non-shrink grout between pole and concrete base to properly seal.

Do not erect poles on the concrete bases until the bases have cured for at least seven days.

All concrete bases require a rubbed finish down to finished grade.

D Measurement

The department will measure Concrete Base Type 3 Special by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Concrete Base Type 3 Special	EACH

Payment is full compensation for furnishing and installing all materials including conduit, bushings, caps and/or plugs, ground rod, anchor bolts, cadwelding, copper grounding wire; furnishing and installing bar steel reinforcement and concrete masonry; for providing openings through existing pavement where required; for excavation, including hand-digging as required, backfill, and disposal of surplus materials.

36. Concrete Base Type 5 Special, Item SPV.0060.10.

The work under this item shall be according to standard spec 654 and as detailed in the plans.

**37. V-Loc Post Anchor VS1-P, Item SPV.0060.11;
V-Loc Post Anchor VS2, Item SPV.0060.12;
V-Loc Post Anchor VS3, Item SPV.0060.13.**

A Description

This special provision describes furnishing and installing V-Loc Post Anchor Systems (V-Loc) as shown on the plans or as directed by the engineer, or both, and as hereinafter provided.

B Materials

Furnish V-Loc Model 200-VS1-P, Model 200-VS2 and Model 200-VS3 with wedge for 2-inch x 2-inch posts, as manufactured by Tapco.

C Construction

Install V-Loc according to the manufacturer's specifications and as provided below:

Mark location of proposed sign supports and all underground utilities in the area. Obtain the engineer's approval for location before beginning to install the system. Set V-Loc so that poles, when installed, will be in a true vertical position. Remove and dispose of all excess excavation, surplus material and debris resulting from operations and installation.

D Measurement

The department will measure V-Loc Post Anchor (Type) as each individual system, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	V-Loc Post Anchor VS1-P	EACH
SPV.0060.12	V-Loc Post Anchor VS2	EACH
SPV.0060.13	V-Loc Post Anchor VS3	EACH

Payment is full compensation for furnishing all materials; for hauling and installing the system, for excavating, removing surplus and debris, for backfilling and restoring the work site.

38. Temporary Storm Sewer Connection, Item SPV.0060.14.

A Description

This special provision describes installing temporary storm sewer connections between existing storm sewer and proposed storm sewer to maintain drainage during staged construction.

B Materials

Furnish new or salvaged materials conforming to standard spec 608.2 or standard spec 520.2. The size of the pipe used for the connection shall match the diameter of the existing storm sewer pipe.

C Construction

Use construction methods conforming to the plans and with standard spec 608.3.

D Measurement

The department will measure Temporary Storm Sewer Connection as each individual connection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Temporary Storm Sewer Connection	EACH

Payment is full compensation for providing all excavation and backfilling; providing and installing pipe and connections; any necessary pumping, placement of termination and junction markers; maintaining the connection; and removing and disposing of materials when no longer needed.

39. Concrete Pipe Support, Item SPV.0060.15.

A Description

This special provision describes constructing a concrete masonry support between storm sewer and local utilities as detailed in the plans and as hereinafter specified

B Materials

Furnish concrete materials conforming to standard spec 611.2.

Furnish backfill materials conforming to standard spec 209.2.

C Construction

Construct according to the plans and standard spec 209.2 and 611.3.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Concrete Pipe Support	EACH

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

40. Utility Line Opening (ULO), Item SPV.0060.16.

A Description

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

B (Vacant)

C Construction

Perform the excavation in such a manner that the utility in question is not damaged and the safety of the workers or area is not compromised.

Perform the utility line openings as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Prior to ordering structures, perform ULO's. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening is called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Obtain prior approval for all utility line openings from the engineer and coordinate all ULOs with the engineer. Notify the utility engineers or their agents of this work a minimum of three days prior to the work so they may be present when the work is completed. Verify the need for performing ULO's as shown on the plans, since some of the utilities may have been or will be relocated prior to the start of construction.

D Measurement

The department will measure Utility Line Opening (ULO) by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Utility Line Opening (ULO)	EACH

Payment is full compensation for the excavation required to expose the utility line; backfilling with existing material removed from the excavation; compacting the backfill material; restoring the site; and cleanup.

Existing pavement, concrete curb, gutter, and sidewalk removals necessary to facilitate utility line openings shall not be considered part of or paid for under Utility Line Openings but are considered separate and measured and paid for separately as removal items. Replacement pavement, concrete curb, gutter, and sidewalk items shall also be considered separate from Utility Line Openings and will be measured and paid for separately.

41. Tree Grate, Item SPV.0060.17.

A Description

This special provision describes furnishing and installing tree grates as shown on the plans, details, and as herein provided.

B Materials

Furnish the following Tree Grate: Neenah Foundry, NF-88150010 Tree Grate with 18" opening with Janesville Customer Logo Medallion.

C Construction

Install tree grates according to manufacturer's instructions and as shown on the details to provide installation on a true, flat plane.

The contractor shall support the center of the tree grate for those that do not have trees to prevent them from being broken. Unsupported grates broken before tree planting occurs shall be the responsibility of the contractor to replace.

Install logo medallions with security bolts according to the manufacturer's instructions and as shown on the details.

D Measurement

The department will measure Tree Grate by the 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.0060.17	Tree Grate	EACH

Payment is full compensation for providing and installation of tree grates and tree grate logo medallions.

**42. Round Concrete Planter 36-Inch x 30-Inch, Item SPV.0060.18;
Round Concrete Planter 30-Inch x 30-Inch, Item SPV.0060.19.**

A Description

This special provision describes furnishing and installing new round concrete planters as shown on the plans and details.

B Materials

New concrete planters shall conform to style and material shown in the plan detail. Provide Wausau Made (Wausau, WI, 715-359-3121) reinforced concrete planters:

- 36-Inch x 30-Inch: Model Number TF 4100
- 30-Inch x 30-Inch: Model Number TF 4085

Color: Concrete planters to be Standard Acid Wash Color A26-Charcoal

C Construction

Install new concrete planters per manufacturer’s recommendations.

Deliver products to site in manufacturer’s original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.

Protect product’s from damage during handling and installation.

D Measurement

The department will measure Round Concrete Planter (Type) by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Round Concrete Planter 36-Inch x 30-Inch	EACH
SPV.0060.19	Round Concrete Planter 30-Inch x 30-Inch	EACH

Payment is full compensation for providing and installing all materials necessary to completely install the concrete planter; for performing all mounting, leveling, proper disposing of surplus material and restoration.

**43. Perennials, Bluestar, Blue Ice, 1 Gal., CG, Item SPV.0060.20;
Perennials, Lilyturf, Big Blue, 1 Gal., CG, Item SPV.0060.21;
Perennials, Moss Phlox, Drummond's Pink, 4" Pot, CG, Item SPV.0060.22;
Perennials, Moss Phlox, Snowflake, 4" Pot, CG, Item SPV.0060.23;
Perennials, Switchgrass, Shenandoah, 1 Gal., CG, Item SPV.0060.24;
Perennials, Little Bluestem, 1 Gal., CG, Item SPV.0060.25.**

A Description

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

B Materials

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

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.

A list of sources for plants shall be furnished according to standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. Contact Ethan Lee, City of Janesville Operations, at (608) 755-3026, lee@ci.janesville.wi.us, to coordinate with City of Janesville Parks Division a minimum of five days prior to planting to inspect nursery stock. The City of Janesville and the engineer will approve plantings prior to installation.

Provide Planting Soil Mix as backfill material according to standard spec 632.2.3.4.

Provide type B fertilizer.

C Construction

Ensure that Planting Mixture has been placed according to specifications and shown in the plans.

Stake out location of plantings for approval by the 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, mulching as shown on the plan and as per the standard specifications.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Perennials, Bluestar, Blue Ice, 1 Gal., CG	EACH
SPV.0060.21	Perennials, Lilyturf, Big Blue, 1 Gal., CG	EACH
SPV.0060.22	Perennials, Moss Phlox, Drummond's Pink, 4" Pot, CG	EACH
SPV.0060.23	Perennials, Moss Phlox, Snowflake, 4" Pot, CG	EACH
SPV.0060.24	Perennials, Switchgrass, Shenandoah, 1 Gal.	EACH
SPV.0060.25	Perennials, Little Bluestem, 1 Gal., CG	EACH

Payment is full compensation for providing, transporting, handling, storing, pruning, placing, and replacing plant materials and planting mixture; for excavating all plant holes, mixing, and backfilling; for providing and applying all required fertilizer, weed barrier fabric, water, herbicides and anti-desiccant spray; and for disposing of all excess and waste materials.

44. Adjusting Storm Sewer Clean Out, Item SPV.0060.26.

A Description

This special provision describes adjusting Storm Sewer Clean Out to final pavement elevations as the plans show.

B Materials

Furnish materials according to standard spec 612.2.

C Construction

Complete adjustments in such a manner to avoid any damage to the clean out.

D Measurement

The department will measure Adjusting Storm Sewer Clean Out by the 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.0060.26	Adjusting Storm Sewer Clean Out	EACH

Payment is full compensation for adjusting each clean out, excavating as necessary to access the lateral; backfilling; repairing any damage done during adjustment.

**45. Watermain Offset 6-Inch, Item SPV.0060.27;
Watermain Offset 12-Inch, Item SPV.0060.28.**

A Description

This special provision describes all work required for new watermain vertical offsets to the requirements of the plans, the “City of Janesville, Wisconsin Standard Specifications for Public Works Construction” and as hereinafter provided.

B Materials

Supply Class 52 ductile pipe and fittings (including all bends, tees, sleeves, etc.), as specified in Section 6.5.1 of the city specifications.

C Construction

Note and install any main offsets indicated on plans. These offsets shall achieve a minimum 18” vertical separation between the storm sewer and new mains and services, and also apply to connecting to existing mains at intersections. This separation applies to all storm crossings under or over new mains/services. Any offsets shall also comply with minimum vertical separation of 18” under or 6” over existing sanitary sewer. The engineer must approve materials and installation of all offsets, along with any variance from vertical separation requirements. Any offset that can be made without fittings (i.e., joint deflections) shall not be defined as an offset for payment purposes.

D Measurement

The department will measure Water Main Offset (Inch) by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.27	Watermain Offset 6-Inch	EACH
SPV.0060.28	Watermain Offset 12-Inch	EACH

Payment is full compensation for excavation, all offset materials, connections to existing mains and miscellaneous items necessary for a complete offset installation.

All offset work associated with connecting to existing mains at intersections shall be incidental to the watermain replacement work.

46. New Hydrant and Gate Valve with Valve Box, Item SPV.0060.29.

A Description

This special provision describes all work required for new water hydrant installation to the requirements of the plans, the “City of Janesville, Wisconsin Standard Specifications for Public Works Construction” and as hereinafter provided.

B Materials

Supply all hydrants and gate valve assemblies according to Section 6.7.1 of the City Specifications. Hydrants shall be yellow-coated; open left; and consist of two 2 1/2" National Standard Thread (NST) hose connections, one 4 1/2" NSP pumper connection, and #3A operation nuts. Bury depth shall be 7 feet.

Valve box shall be cast iron and consist of a top section, bottom section, and #6 base, drop lid, and necessary extensions. Lid shall have the word "Water" cast on the lid. Valve boxes shall be manufactured domestically such as Tyler Union 6800 domestic series, East Jordan domestic series, or approved equal.

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

Provide shop drawings for all hydrant materials for approval.

C Construction

New hydrants indicated on plans shall be installed according to Section 6.7.2 and Detail No. 9 of the city specifications. The valve box shall be set flush with the existing ground and hydrant set to proper height above finished grade. Existing hydrants/valves shall be removed as specified in the section titled "Abandon Existing Watermain." as part of the associated main abandonment and as directed by the city to maintain fire protection throughout the construction work. All new hydrants shall be operated and fully opened (flushed) prior to acceptance.

Install vertical extensions as necessary so that the hydrant is installed to the bury line of the hydrant.

Install thrust retaining blocks from the base of the hydrant to the edge of the trench wall.

Verify that the valve box is free of debris, plumb, and that the valve wrench can access the top operating nut. Valve wrench shall not touch sides of the valve box when operating. Contractor to coordinate walk-through with engineer to demonstrate that the valve box is plumb and free of debris. Valve box adaptors shall be used on all valves unless otherwise indicated.

D Measurement

The department will measure New Hydrant and Gate Valve with Valve Box, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.29	New Hydrant and Gate Valve with Valve Box	EACH

Payment is full compensation for excavation; installation of hydrant, hydrant valve/box, valve box adaptor, extensions, blocking, restraints; placement of bedding, cover, and backfill materials with compaction; and miscellaneous items necessary for a complete installation; and all work described herein.

- 47. Gate Valve With Valve Box, 6-Inch Item SPV.0060.30;**
- Gate Valve With Valve Box, 8-Inch Item SPV.0060.31;**
- Gate Valve With Valve Box, 12-Inch Item SPV.0060.32.**

A Description

This special provision describes furnishing all labor, equipment, and materials for the installation of a gate valve, valve box, and valve box adaptor according to Part 6 of the city's Standard Specifications and as detailed in plans and Special Provisions.

B Materials

Valve box shall be cast iron and consist of a top section, bottom section, and #6 base, drop lid, and necessary extensions. Lid shall have the word "Water" cast on the lid. Valve boxes shall be manufactured domestically such as Tyler Union 6800 domestic series, East Jordan domestic series, or approved equal.

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

C Construction

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

Place valve on an 8" x 8" x 16" solid concrete block.

The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve.

Valve box adaptors shall be used on all valves unless otherwise indicated.

D Measurement

The department will measure Gate Valve With Valve Box (Size) by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.30	Gate Valve With Valve Box, 6-Inch	EACH
SPV.0060.31	Gate Valve With Valve Box, 8-Inch	EACH
SPV.0060.32	Gate Valve With Valve Box, 12-Inch	EACH

Payment is full compensation for excavation for gate valve and valve box, removal of existing materials, installation of valve at locations shown on plans; supplying and installing gate valve, valve box, and adaptor; connections to existing mains; setting of frame/cover and adjusting rings; setting of box cover at existing surface grade placement and compaction of backfill; frame/cover, adjusting rings, and backfill.

48. **Water Service Replacement Short, Item SPV.0060.33; Water Service Replacement Long, Item SPV.0060.34; Abandon Inactive Service, Item SPV.0060.35.**

A Description

This special provision describes all work required for new water service installation to replace existing services at locations indicated on plans.

B Materials

Supply all replacement water service pipe of less than 1" with 1" diameter, Type "K" seamless copper tubing, and supply all service corporations, curb stop valves, and curb boxes according to Section 6.6.1 of the city specifications. Existing 1" – 2" replacement services shall be replaced with same size specified copper tubing. 2" Services shall require the use of saddles. Saddles shall be all 304 stainless, double bolt saddle. Services of 4" and larger shall be replaced with the appropriate size tee and gate valve. Supply driveway sleeves for the curb stops at all driveway locations. Supply cast iron valve boxes and covers, according to Gate Valve with Valve Box bid item for 4" or greater water or fire service gate valves under this contract

All connections between new and existing service lines, 2" or less, shall be made using a compression-type fitting (Ford Pack Joint Coupling or approved equal) to be supplied by the contractor.

C Construction

Comply with Section 6.6.2 of the City Specifications and supplemented herein for replacing existing lead/iron services from the main to the curb box and reconnecting new and existing copper services to the new main, as designated on plan sheets. A minimum 5 feet of cover must be maintained over new service/fire line. All corp. stops (or tee fittings for fire lines) shall be installed and pressure tested with the new main. A minimum of 4 feet of separation along the main must be maintained between adjacent corporation stops. For water services of 2" or less, supply necessary specified copper pipe to connect from new corporation to new curb stop and adapt to existing service material (lead, iron, galvanized, or copper) to the building. For 2" copper services, additionally supply necessary specified saddles. For fire services greater than 2", supply necessary, same diameter, specified new ductile iron pipe. All connections between new and existing lines shall be made using the specified compression-

type/pressure fitting or sleeve. The existing pipe being replaced may be removed or abandoned in place. The total pipe replacement procedure shall be such that maximum service outages shall be 6 hours. Coordinate scheduled water service shut-offs with the engineer and affected businesses 72 hours in advance and residences 24 hours in advance. The shut-off periods may include hours outside of normal contract work hours of 7:00 AM – 5:00 PM in order to reasonably accommodate the needs of affected businesses.

Coordinate work with the city and Water Utility to abandon inactive services on the existing main on East Milwaukee Street. The Water Utility shall assist in locating the associated stop boxes, and if found, the respective box/valve assembly shall be excavated and removed, and the service plugged by the contractor. No service abandonment work is required at connection with existing main.

Abandoning inactive services shall include the excavation/removal of the curb stop box and the plugging of the existing service pipe.

The work shall include any investigative work (including excavation) to confirm size/material of indicated services, supplying/installing new corporation stop, curb stop, box and cover; tee (when 4" or larger), valve (when 4" or larger), performing the tap; supplying/installing necessary copper pipe and fittings to connect to and extend from the new main to the new curb stop; connection to the existing pipe on the house side of the curb box; and miscellaneous items necessary for a complete installation.

D Measurement

The department will measure Water Service Replacement Short, Water Service Replacement Long, and Abandon Inactive Service by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.33	Water Service Replacement Short	EACH
SPV.0060.34	Water Service Replacement Long	EACH
SPV.0060.35	Abandon Inactive Service	EACH

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

49. Bench, 6-Foot, Backed, Item SPV.0060.36.

A Description

This special provision describes furnishing and installing new benches as shown on the plans and details.

B Materials

New Benches shall conform to style and material shown in the plan detail. Provide Victor Stanley (Dunkirk, MD 1-800-368-2573) Classic Series Bench, Model CR-196, 6-foot.

Finish new benches with a triglycidyl isocyanurate (TGIC) polyester powder coat; Color: VS Black

Attachment: Surface mounted. Bench, 6-Foot, Backed will be with end arms.

C Construction

Install new benches per manufacturer's recommendations. Anchor bench's rear and front legs into concrete per manufacturer's recommendation and as detailed. Shim benches to maintain level. Shims shall be powder coated steel, black in color.

Do not locate anchor bolts until bench is in place and approved by the engineer.

Deliver products to site in manufacturer's original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.

Protect product's finish from damage during handling and installation.

D Measurement

The department will measure Bench, 6-Foot, Backed by the 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.0060.36	Bench, 6-Foot, Backed	EACH

Payment is full compensation for providing and installing all materials necessary to completely install the bench; furnishing and installing hardware, and connectors; for performing all mounting, leveling, and proper disposing of surplus material and restoration.

50. Bicycle Rack, Item SPV.0060.37.

A Description

This special provision describes furnishing and installing custom manufactured bicycle racks as shown on the plans and details.

B Materials

Bicycle Racks shall conform to style and material shown in the plan detail. Provide Madrax (Waunakee, WI, 1 (800) 448-7931) 'U' Bicycle Rack with Custom Janesville Lean Bar.

Bicycle Racks shall be finished with a 'Mad Shield' Finish, a two-part finish including galvanizing then powder coating with a triglycidyl isocyanurate (TGIC) polyester powder coat; Color: Black; Attachment: Surface mounted.

C Construction

Install bicycle racks in the locations shown on the plan per manufacturer's recommendation for surface mounting. Anchor bicycle racks onto concrete sidewalk per manufacturer's recommendations. Shim Bicycle Racks to maintain level. Shims shall be powder coated steel, black in color.

Do not locate anchor bolts until bike rack is in place and approved by the engineer.

Deliver products to site in manufacturer's original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.

Protect product's finish from damage during handling and installation.

D Measurement

The department will measure Bicycle Rack by the 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.0060.37	Bicycle Rack	EACH

Payment is full compensation for providing and installing all materials necessary to completely install the bicycle rack; furnishing and installing hardware, and connectors; for performing all mounting, leveling, proper disposing of surplus material and restoration.

51. Bench, 6-Foot, Backless, Item SPV.0060.38.

A Description

This special provision describes furnishing and installing new benches as shown on the plans and details.

B Materials

New Benches shall conform to style and material shown in the plan detail. Provide Victor Stanley (Dunkirk, MD 1-800-368-2573) Classic Series Bench, Model CR-296, 6-foot.

Finish new benches with a triglycidyl isocyanurate (TGIC) polyester powder coat; Color: VS Black Attachment: Surface mounted. Bench, 6-Foot, Backless will be without end arms.

C Construction

Install new benches per manufacturer’s recommendations. Anchor bench’s rear and front legs into concrete per manufacturer’s recommendation and as detailed. Shim benches to maintain level. Shims shall be powder coated steel, black in color.

Do not locate anchor bolts until bench is in place and approved by the engineer.

Deliver products to site in manufacturer’s original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.

Protect product’s finish from damage during handling and installation.

D Measurement

The department will measure Bench, 6-Foot, Backless by the 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.0060.38	Bench, 6-Foot, Backless	EACH

Payment is full compensation for providing and installing all materials necessary to completely install the bench; furnishing and installing hardware, and connectors; for performing all mounting, leveling, proper disposing of surplus material and restoration.

52. Trash Receptacle, Item SPV.0060.39.

A Description

This special provision describes furnishing and installing new Trash Receptacles as shown on the plans and details.

B Materials

New Trash Receptacle shall conform to style and material shown in the plan detail. Provide Victor Stanley (Dunkirk, MD, 1 (800) 368-2573) Ironsites Series, Model S-42; 36 gallon; S-2 formed dome lid.

Finish new Trash Receptacles with a triglycidyl isocyanurate (TGIC) polyester powder coat; Color: VS Black; Attachment: Surface mounted.

C Construction

Install new Trash Receptacles in the locations shown on the plan per manufacturer’s recommendation for surface mounting. Anchor Trash Receptacles onto concrete sidewalk per manufacturer’s recommendations. Shim Trash Receptacles to maintain level. Shims shall be powder coated steel, black in color.

Do not locate anchor bolts until trash receptacle is in place and approved by the engineer.

Deliver products to site in manufacturer’s original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.

Protect product’s finish from damage during handling and installation.

D Measurement

The department will measure Trash Receptacle by the each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.39	Trash Receptacle	EACH

Payment is full compensation for providing and installing all materials necessary to completely install the receptacle; furnishing and installing hardware, and connectors; for performing all mounting, leveling, proper disposing of surplus material and restoration.

53. Traffic Signal Cabinet & Controller (E. Milwaukee St. & Atwood Ave.), Item SPV.0060.40.

A Description

This specification describes furnishing and installing an equipped NEMA TS2 Type 1 traffic signal control cabinet at intersections. Cabinet components, including, but not limited to the traffic signal controller, malfunction management unit (MMU), bus interface units (BIU), and flash transfer relays, will also be furnished and installed as part of these bid items as appropriate.

The traffic signal cabinet shall include a Siemens m60 series traffic signal controller compatible with the furnished cabinet, communications, and EVP equipment.

B Materials

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, Traffic Controller Assemblies with NTCIP Requirements, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. Conform all work to the Wisconsin State Electrical Code (WSEC).

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

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

C Construction

C.1 Cabinet

C.1.1 Design

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

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

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

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

Include an exhaust plenum with a vent screen into the roof of the cabinet. Perforations in the vent screen shall not exceed 0.125 inches in diameter.

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

C.1.2 Doors

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

Equip the main door with a three-point latching mechanism. The upper and lower locking points of the latching mechanism shall each have a pair of nylon rollers. The handle on the main door shall utilize a shank of stainless steel 3/4 inches minimum diameter. The handle shall include a hasp for the attachment of an optional padlock. The cabinet door handle may turn either clockwise or counterclockwise to open

and shall not extend outwards past the edge of the door at any time. Position the lock assembly so the key will not cause any interference with the handle, or a person's hand on the handle, when opening the cabinet door.

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

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

Equip the main door with a brass Corbin tumbler lock No. 2, swing away dust cap, and provide two keys No. 2. Equip the police door-in-door with a standard police lock and provide one key.

C.1.3 Shelves and Mountings

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

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

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

Provide an under-shelf drawer under the lower shelf. The drawer shall be approximately 20 inches wide and the full depth of the shelf. The drawer shall operate easily and smoothly and shall have a stop to prevent inadvertently pulling the drawer out of its support. Design the stop to allow purposeful complete removal of the drawer without the use of tools.

C.1.4 Auxiliary Cabinet Equipment

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

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

Provide a 250 watt element heater. Install the heater on the face of the aluminum, louvered air filter cover such that feed air is supplied through the cover. Provide a protective, ventilated cover over the heater.

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

C.2 Terminals and Facilities

C.2.1 Terminal Facility

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

Mount the bottom of the terminal facility a minimum of 9 inches from the bottom of the cabinet. Hinge the terminal facility at the bottom to allow easy access with simple tools to all wiring on the rear of the panel. It shall not be necessary to remove the lower shelf, the shelf drawer, or any shelf-mounted equipment to hinge down the terminal facility. Provide sufficient slack in the load bay wiring to allow for dropping the load bay.

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

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

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

Provide two each 16-channel, 8-position, TS2 detector racks, each with an integrally mounted BIU mounting. Racks shall be addressable. Power each detector rack by the cabinet power supply. Fasten the loop detector racks towards the left side of the lower shelf.

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

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

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

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

Wire field terminal blocks to use three positions per vehicle or overlap phase (green, yellow, red). Wire one RC network in parallel with each flash transfer relay coil.

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

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

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

C.3 Auxiliary Panels

C.3.1 Vehicle Detection Interface Panel

Provide a 32-position interface panel or two 16-position panels. Each interface panel shall allow for the connection of 32 or 16 independent field loops, respectively. The panels shall have barrier strip type terminals using 8-32 screws and be rated for 20-inch pounds of torque. Provide a ground bus terminal between each loop pair terminal to provide a termination for the loop lead-in cable ground wire. Secure the interface panels to a mounting plate attached to the left interior side wall of the cabinet.

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

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

C.3.2 Intersection Lighting Control Panel

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

- Control coil
- L1 in
- L2 in
- Neutral in and control coil
- L1 out
- L2 out

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

C.3.3 Conductors and Cabling

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

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

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

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

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

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

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

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

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

- a. Controller On/Off
- b. Cabinet Light
- c. Stop Time (Three Position)

d. Manual Detector Switches (Three Position)

<u>Position</u>	<u>Switch Label</u>	<u>Function</u>
Upper	Stop Time	Place stop time on the controller
Center	Run	Remove the stop time input to the controller
Lower	Normal	Connects the MMU to the controller stop time input

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

<u>Position</u>	<u>Function</u>
Up	Detector Disabled
Center	Detector Enabled
Down	Detector Called

C.4 Power Panel

C.4.1 Design

The power panel shall consist of a separate module, securely fastened to the interior right side wall of the cabinet. Wire the power panel to provide the necessary power to the cabinet, controller, MMU, cabinet power supply, and all auxiliary equipment. Manufacture the power panel from 0.090-inch, 5052-H32 aluminum. Panel layout shall facilitate field inspection and maintenance accessibility without excessive disassembly or special tools.

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

C.4.2 Bus Bar

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

C.4.3 Circuit Breakers

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

- One 30-amp signal breaker. This breaker shall supply power for all cabinet functions not powered through one of the other breakers or fuses listed below. Streetlights will be powered from outside the cabinet in the meter breaker pedestal. This breaker shall feed a signal bus supplied through a solid state bus relay and a radio interference line filter. The bus relay, in all cases, shall be a solid state contactor and shall not be jack mounted. Breakers shall be thermal magnetic type, UL listed, with a minimum of 22,000 amp interrupting capacity.
- One 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater.
- One 10-amp breaker. This breaker shall supply power for control equipment: controller, MMU, and cabinet power supply.
- One 20-amp circuit breaker for future use.

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

C.4.4 Radio Interference Suppressor

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

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

C.4.5 Bus Relay

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

C.4.6 Surge Protector

Install a plug-in type EDCO SHA-1250, or Atlantic/Pacific approved equal, surge protector across the load terminal of the 10-amp circuit breaker. Install a General Electric Varistor, catalog #V130PA20A, at the load terminals of the circuit breaker from the hot line to the grounded current carrying neutral conductor. Provide one additional uninstalled surge protector for every 20 cabinets delivered.

C.4.7 Power receptacles

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

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

C.4.8 Suppressors and RC Network

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

C.5 Auxiliary Devices

C.5.1 Load Switches

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

Supply all 16 load switches with each cabinet.

C.5.2 Flashers

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

C.5.3 Cabinet Power Supply

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

C.6 Documentation

C.6.1 Shop Drawings

For each cabinet order, submit two sets of 11X17-inch detailed printed shop/drawings of the control cabinet, equipment layout drawings, and wiring diagrams of all equipment installed in the controller cabinet to WisDOT and the City of Janesville for review and approval, a minimum of 60 days before the designated cabinet delivery date. Provide one laminated copy in the traffic signal cabinet. Also provide all drawings as .dgn or .dwg files as well as in .pdf file format. Revise the files and drawings according to WisDOT or City of Janesville comments and resubmit, both printed and .dgn/.dwg files. If cabinet designs change within an order with the permission of the City of Janesville, resubmit all drawings and files for review, comment, and approval.

C.6.2 Manuals

At the time of the cabinet delivery, furnish the following:

- One set of installation, operations, and maintenance manuals per cabinet for each type of equipment and their replacement parts. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) part numbers, and e) maintenance checklists.
- Two sets of cabinet wiring diagrams per cabinet.

C.7 Cabinet Delivery

Deliver the fully wired and equipped cabinets the project site and securely store the materials if not immediately installing the equipment. Contact the construction leader a minimum of one 24-hour business day ahead of the desired delivery date to confirm the site is ready for installation.

C.8 Warranty

The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description.

Turn over to the City of Janesville warranties and guarantees that are offered by the manufacturer as a customary trade practice. Name the City of Janesville as the obligee on all manufacturers' warranties and guarantees.

D Measurement

The department will measure Traffic Signal Cabinet & Controller (E. Milwaukee St. & Atwood Ave.) by each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.040	Traffic Signal Cabinet & Controller (E. Milwaukee St. & Atwood Ave.)	EACH

Payment is full compensation for furnishing and installing the signal controller and conflict monitor together with cabinet, all required control units, battery backup system, software installation, all additional harnesses for preemption, switches for flashing operation, and fittings as are necessary to assure that the controller will perform the said functions.

54. Audible-Tactile Pedestrian Push Button Unit, Item SPV.0060.41.

A Description

This special provision describes Furnish and install an Audible-Tactile Pedestrian Push Button Unit (APS). The system shall consist of all electronic control equipment, mounting hardware, push buttons and signs, which are designed to provide both a push button with a raised vibrating tactile arrow on the button, along with a variety of audible sounds for different pedestrian signal functions.

B Materials

B.1 General Requirements

Ensure APS complies with US Access Board's "Draft Guidelines for Accessible Public Rights of Way (PROWAG) Section R306. In addition, ensure that the APS complies with and provides operation consistent with requirements of Sections 4E.09 through 4E.13 of the 2009 Edition of the Federal Highway Administration publication, Manual on Uniform Traffic Control Devices.

- (1) The System shall meet the functionality requirements of MUTCD 2009 – 4E.
- (2) The System shall meet NEMA TS 2 Section 2.1 Temperature & Humidity requirements.
- (3) The System shall meet NEMA TS 2 Section 2.1 Transient Voltage Protection requirements.
- (4) The System shall meet NEMA TS 2 Section 2.1 Mechanical Shock and Vibration requirements.
- (5) The System shall meet IEC 61000-4-4, IEC 61000-4-5 Transient Suppression requirements.

- (6) The System shall meet FCC Title 47, Part 15, Class A Electronic Noise requirements.
- (7) The Push Button Station (PBS) Enclosure shall meet NEMA 250 – Type 4X Enclosure requirements.
- (8) The Central Control Unit (CCU) & Ped Station Monitor (PSM) Enclosures shall meet NEMA 250 – Type 1 requirements.
- (9) The System shall meet NEMA TS 4 – Electrical Reliability requirements (applicable portions of Section 8).
- (10) The firmware and voice messages shall be upgradeable via a PC standard USB port at the PBS. There shall be no requirement for the IC chips or module hardware to be removed or exchanged in order to complete a firmware update.
- (11) Use R10-3e Signs – Hi Retroreflective (9"x15") sign in compliance with 2009 Edition of the Federal Highway Administration publication of the MUTCD

B.2 Functional Requirements

Supply an APS (pushbutton station) that includes a pedestrian sign, a pushbutton, vibrotactile arrow, an ambient noise sensing microphone, and an audible speaker contained in one unit and with the following features:

- (1) All audible sounds shall emanate from the PBS.
- (2) Pushbutton locator tone with duration of 0.15 seconds or less, repeating at 1-second intervals. The pushbutton locator tones must deactivate when the traffic control signal is operating in a flashing mode. The locator tones must be intensity responsive to ambient sound and be audible (a maximum of 5 dBA louder than ambient sound) up to 6 to 12 feet from the pushbutton or to the building line whichever is less.
- (3) Optional Speech walk message for the WALKING PERSON (symbolizing WALK) indication.
- (4) Optional Speech pushbutton information message.
- (5) Audible tone walk indications – consisting of ticks repeating at 8 to 10 times per second at multiple frequencies with a dominant component at 880 Hz \pm 20%. It must provide an audible walk indication during the walk interval only.
- (6) The System shall provide two language capabilities, selectable by user (as a custom feature).
- (7) The System shall provide Emergency preemption message in conjunction with a preemption system (selectable feature).
- (8) LOCATE tone and "Walk", "Pedestrian Clearance" audible feature must have independent settable minimum and maximum volume limits.
- (9) The System shall be able to be set to vibrate a tactile arrow button during the WALK interval following a button push and/or every time the walk comes up.
- (10) The System shall have the field-selectable function known as "Locating Tone". This means that during the FLASHING DON'T WALK and the DON'T WALK intervals, the system shall provide a locating tone that emanates from the Pedestrian Push Button Station. The system shall provide at least three different sounds to choose from.
- (11) The System shall have the field selectable function known as "Extended Push Activation". This means that the audible WALK message will only be activated and sound during the WALK interval if the button is depressed for a field selectable minimum period of time (from 0 to 6 seconds). Also, for the following walk phase, the volumes have a separately settable minimum and maximum volume level.
- (12) The System shall have the field selectable function known as "Informational Message". This means that a custom message giving the location of the street to cross and the intersection (or other information) will be vocalized only when the button is depressed for a minimum field selectable time.
- (13) The System shall provide a "Wait" message that plays once the button is activated until the walk cycle goes into effect. This message must have the field selectable option of OFF or playing every 4, 6, 8 or 10 seconds.
- (14) The System shall have standard "Travel Direction" options that can be selected at the time of installation.

- (15) The System shall have at least five field selectable walk sound options including a cuckoo, a chirp, a rapid tick or custom voice message.
- (16) The System shall provide 3 Ped-clearance sound choices including audible countdown (field selectable). The audible countdown shall represent the time remaining during the pedestrian clearance interval. Timing is automatically adjusted to CLEARANCE INTERVAL timing.
- (17) All sounds for all PBS's must be synchronized.
- (18) The system shall have an ambient sensing microphone located in the pedestrian station in a non-visible, environmentally protected housing.
- (19) Automatic volume adjustment in response to ambient traffic sound level provided up to a maximum volume of 100 dBA.
- (20) The pushbutton must be ADA compliant and activate both the walk interval and accessible pedestrian signal.
- (21) Actuation indicator-tone and light.
- (22) Pushbutton station and Central Control Unit shall be rated for the following temperature range: -34C to +74C (-29F to +165F).

B.3 Material Specification

(1) General Materials

Vibrating tactile arrow with high visual contrast, located on the actual push button, not separate on the push button unit.

PUSH BUTTON: ADA compliant with raised arrow on the button plunger. The arrow on the PBS shall be able to be changed to one of four directions.

PUSH BUTTON: Uses Piezo switch technology rated to greater than 20 million operations.

CONFLICT WALK MONITOR: Circuitry shall have a separate microcontroller that independently monitors the main microcontroller outputs and "Walk Mode" for conflict condition, the PBS is reset in case of a conflict detection

(2) Controller

1. Supply a central control unit (CCU) for the pushbutton stations that resides in the Traffic Signal Controller Cabinet.
 - a. Provide a CCU capable of controlling up to 4 pedestrian phases and 16 Pushbutton stations.
 - b. Ensure that all inputs and outputs on the CCU have Transient Voltage Protection.
 - c. Shall be provided with an interface connection board.
 - d. Shall have Ethernet access to PBS's through the CCU to be able to change the settings of PBS as well as monitor the self-test Events of the PBS's and report back to the Central Control Station.
 - e. Shall have internal memory to store a few hundred events with a date-time stamp for each event.
 - f. Shall have an internal real-time clock capable of updating and synchronizing its time with an NTP server.
 - g. Shall provide user settable information to the user including location, contact information and system name via SNMP protocol.
 - h. Shall have the ability to send system Trap messages for any event logged in the system health log to up to three separate IP addresses using SNMP protocol.
 - i. Shall provide a user settable calendar function allowing four separate configuration profiles to be configured to become active at different times of the day on a daily, weekly, or holiday basis.

B.4 Warranty

The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description.

Turn over to the City of Janesville warranties and guarantees that are offered by the manufacturer as a customary trade practice. Name the City of Janesville as the obligee on all manufacturers' warranties and guarantees. The system shall be supported by a minimum three-year warranty.

C Construction

Assemble Audible-Tactile Pedestrian Push Button Unit (APS) per the manufacturer's recommendations.

D Measurement

The department will measure Audible-Tactile Pedestrian Push Button Unit by the 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.0060.41	Audible-Tactile Pedestrian Push Button Unit	EACH

Payment is full compensation for furnishing and installing the (APS) including all necessary mounting hardware and appurtenances.

55. Remove & Salvage Traffic Signal Equipment (E. Milwaukee St. & Main St.), Item SPV.0060.42.

A Description

This special provision describes removing existing traffic signal equipment at each intersection of East Milwaukee Street and Main St. and salvaging specific traffic signal equipment according to the provisions of standard spec 204, and 651 through 670, as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Carefully remove the existing traffic signal heads and disassemble of all materials outside of the right-of-way according to standard spec 204.

Any items damaged during removal or reinstallation of the equipment will be replaced at the contractor's expense. Items removed that are intended to remain in place will be replaced at the contractor's expense.

Store the items not reinstalled from traffic signal light pole on the project site for City of Janesville pickup. Contact Matt Gosline, City of Janesville Tech Services, at (608) 373-3407, goslinem@ci.janesville.wi.us, at least three working days prior to removal.

Luminaires, lamps, and switches are considered hazardous material, and shall either be salvaged or stored for pickup by the City of Janesville. Disposal of luminaires, lamps, and switches by the contractor is not allowed.

D Measurement

The department will measure Remove & Salvage Traffic Signal Equipment (E. Milwaukee St. & Main St.) by the lump sum, 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.0060.42.	Remove & Salvage Traffic Signal Equipment (E. Milwaukee St. & Main St.)	EACH

Payment is full compensation for removing, salvaging, and reinstalling traffic signal equipment, confirming operations of reinstalled equipment, for storing salvaged equipment not reused, and for disposing of removed equipment that is not salvaged.

**56. Remove & Salvage Traffic Signal Equipment (E. Milwaukee St. & Parker Dr.), Item SPV.0060.43;
Remove & Salvage Traffic Signal Equipment (E. Milwaukee St. & Atwood Ave.), Item SPV.0060.44.**

A Description

This special provision describes removing existing traffic signal equipment at the intersection of East Milwaukee Street & Atwood Avenue and East Milwaukee Street & Parker Drive and salvaging traffic signal equipment according to the provisions of standard spec 204, as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Arrange for an inspection of all traffic signal equipment by representatives from the City of Janesville Department of Public Works by contacting Matt Gosline, City of Janesville Tech Services, at (608) 373-3407 goslinem@ci.janesville.wi.us), and the engineer no later than five business days prior to removal. This inspection is intended to provide an inventory and assessment of the original condition of the equipment and to determine what equipment the City of Janesville would like to retain.

Arrange for the de-energizing of the traffic signals with the local electrical utility after establishing the detour, traffic control, and receiving approval from the engineer that the existing traffic signals can be removed. Complete the removal work as soon as possible following shut down of this equipment.

Remove all standard poles from their concrete footings and disassemble out of traffic. Remove the pedestal bases from each pole. Remove the signals heads, communication antenna, EVP equipment, wiring/cabling and traffic signal mounting devices from each signal standard. Ensure that access handhole doors and hardware remain intact. Dispose of the underground signal cable, street lighting cable, detector lead-in cable and all wires, including loop wire. Complete removals of items to be salvaged for the city in a manner to avoid damage. The contractor will be responsible for damaged items.

Remove the signal cabinet from the pole it is secured to. Any items damaged during removal or reinstallation of the equipment will be replaced at the contractor's expense. Items removed that are intended to remain in place will be replaced at the contractor's expense.

Remove from the right-of-way and dispose of any damaged equipment. Remove and dispose of all other equipment from the right-of-way. Contact Matt Gosline, City of Janesville Tech Services, at (608) 373-3407 goslinem@ci.janesville.wi.us), to coordinate an acceptable location to stockpile traffic signal equipment to be retained for the City of Janesville to pick up.

Luminaires, lamps, and switches are considered hazardous material, and shall either be salvaged or stored for pickup by the City of Janesville. Disposal of luminaires, lamps, and switches by the contractor is not allowed.

D Measurement

The department will measure Remove & Salvage Traffic Signal Equipment (location) by each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.43	Remove & Salvage Traffic Signal Equipment (E. Milwaukee St. & Parker Dr.)	EACH
SPV.0060.44	Remove & Salvage Traffic Signal Equipment (E. Milwaukee St. & Atwood Ave.)	EACH

Payment is full compensation for removing, salvaging, for storing salvaged equipment, and for disposing of removed equipment that is not salvaged.

57. Traffic Signal EVP Detector System, Item SPV.0060.45.

A Description

This special provision describes furnishing and installing a Tomar brand optical signal preempt system with confirmation beacons at the intersection of East Milwaukee St and Atwood Ave.

B Materials

Provide the following material for each intersection:

- Model OSPOC8V2-4 Optical Signal Processor.
- Model DETOC1-IC-X optical detectors.
- Model 1881 card rack.
- Model M913 detector cable.
- Cables and auxiliary equipment as necessary for a complete operating system including confirmation beacons and EVP detector cable.

C Construction

Include the new optical EVP detectors on the west (Ø4) and northeast (Ø3) approaches. The detectors will be on the far side of the intersection, and shall be aimed at approaching traffic, as further directed by City of Janesville. Detector cable shall be installed from the detector to the control cabinet using the shortest path.

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

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

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

D Measurement

The department will measure Traffic Signal EVP Detector System by the each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.45	Traffic Signal EVP Detector System	EACH

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

58. Remove, Salvage, & Reinstall EVP Equipment (E. Milwaukee St. & Atwood Ave.), Item SPV.0060.46.

A Description

This special provision describes removing existing EVP detectors and confirmation lights at the intersection of East Milwaukee Street and Atwood Avenue, salvaging, and reinstalling equipment at the same intersection according to the provisions of standard spec 204, and 651 through 670, as shown on the plans and as hereinafter provided.

B Material

Salvage and reinstall all existing equipment EVP.

Provide Traffic Signal EVP Detector Cable according to standard spec 655.2.9.

Mounting equipment for the EVP detector shall be considered incidental to this item.

C Construction

Install salvaged EVP equipment as the plans show and to match original conditions and operations into new EVP system at the intersection.

Dispose of existing cables and terminations.

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

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

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

D Measurement

The department will measure Remove, Salvage, & Reinstall EVP Equipment (E. Milwaukee St. & Atwood Ave.) by the each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.46	Remove, Salvage, & Reinstall EVP Equipment (E. Milwaukee St. & Atwood Ave.)	EACH

Payment is full compensation for removing, salvaging, and reinstalling the intersection EVP equipment, new detector cable, confirming operations of reinstalled equipment, for storing salvaged equipment not reused, and for disposing of removed equipment that is not salvaged.

59. Install City Supplied Street Name Sign, Item SPV.0060.47.

A Description

This special provision describes installing street name signs according to standard spec 634 and standard spec 637, at the location shown on the plans or as directed by the engineer.

B (Vacant)

C Construction

Supplement standard spec 634.3 and standard spec 637.3 as follows:

Contact Ethan Lee, City of Janesville Operations, at (608) 755-3026, lee@ci.janesville.wi.us, three calendar days prior to sign installation to arrange the delivery time and date.

D Measurement

The department will measure Install City Supplied Street Name Sign by each sign, 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.0060.47	Install City Supplied Street Name Sign	EACH

Payment is full compensation for installing all materials.

60. Remove, Salvage and Resetting Decorative Stone, Item SPV.0060.48.

A Description

This special provision describes removing, salvaging and resetting the decorative stone.

B (Vacant)

C Construction

Carefully remove the existing decorative stone according to standard spec 204. Safely store the decorative stone while storm sewer work in being completed in the southeast corner of the E Milwaukee Street and Wisconsin Street. After restoration of area is complete, reset the decorative stone near its original location at Station 27+65, 40' RT. Contact Karissa Chapman, City of Janesville Engineering, at (608) 755-3163, (chapmank@ci.janesville.wi.us), to confirm final location to reset stone.

D Measurement

The department will measure Remove, Salvage and Resetting Decorative Stone by the each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.48.	Remove, Salvage and Resetting Decorative Stone	EACH

Payment is full compensation for removing, storing, and resetting.

61. Locate and Reference Property Corners, Item SPV.0060.49.

A Description

This special provision describes locating and referencing existing property corners within the project limits. Locate and provide adequate reference ties for existing property corners, which may be disturbed during construction such that the landmark may be re-established upon completion of construction.

B Materials (Vacant)

C Construction

Obtain approval of the methods of survey with the engineer prior to beginning the work. Use a degree of accuracy in the survey work that is consistent with third order, Class II.

Maintain neat, orderly and complete survey notes and computations used in establishing landmark reference. Make the survey notes and computations available to the engineer within 24 hours request as work progresses.

D Measurement

The department will measure Locate and Reference Property Corners by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.49.	Locate and Reference Property Corners	EACH

Payment is full compensation for all survey work necessary to locate and reference the landmark.

62. Reset Property Corners, Item SPV.0060.50.

A Description

This special provision describes setting property corners that have been damaged or destroyed during construction operations, which were unavoidable. Note that this item does not apply to items damaged due to negligence or relieve the contractor of other responsibilities as outlined in standard spec 107.11.

B Materials

Provide replacement property monuments that are 1-inch inside diameter by 24-inch long iron pipe or 3/4-inch diameter iron rod or rebar that are 24-inches long in locations outside of pavement areas, a Bernsten Steel Nail Marker, or equivalent, for placement in asphalt pavement, or a Bernsten BP1 Brass Marker, or equivalent, with anchoring plug for placement in concrete.

C Construction

When drive-in monuments are to be used, drive them into the ground with the top flush with the surface. In unstable soils, increase the depth as directed by the engineer to obtain a suitable foundation for the monument. No additional compensation will be made for the increased depth of the monument.

D Measurement

The department will measure Reset Property Corners by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.50.	Reset Property Corners	EACH

Payment is full compensation for all survey work necessary to reset property corners; for furnishing, placing, and adjusting property corners.

63. Construction Staking Watermain, Item SPV.0060.51.

A Description

This special provision describes staking for watermain construction in accordance to the applicable provisions of standard spec 650.

B (Vacant)

C Construction

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

Place additional intermittent stakes as necessary to provide staking information at critical areas such vertical and horizontal bends, tees, valves, hydrants, water services locations. Determine offsets in conjunction with contractor requirements.

D Measurement

The department will measure Construction Staking Watermain as a single 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.0060.51.	Construction Staking Watermain	EACH

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

64. Abandon Existing Watermain, Item SPV.0060.52.

A Description

This special provision describes all work required for the abandonment of existing watermain system, to the requirements of the plans, the "City of Janesville, Wisconsin Standard Specifications for Public Works Construction" and as hereinafter provided

B Materials

Supply Class 52 ductile pipe, caps and fittings as specified in Section 6.5.1 of the city specifications.

C Construction

Abandon existing lead/iron services to cast iron watermain and hydrant lead pipes and remove and/or replace associated valves/manholes and hydrants/valves according to limits as noted on the plans. At locations where pipe ends are created by removing valves or the pipe is cut, the ends shall be secured with a water-tight plug bolted in place or watertight cap. The abandonment work shall include removal and disposal of unacceptable material including surface materials, supplying necessary repair materials, supplying, placing and compacting specified backfill, and surface restoration in accordance with applicable sections of these specifications. The repair areas shall be neatly saw-cut prior to hard surface material placement.

The removal of existing valves and hydrants includes cutting pipe outside valve structure or before (street-side) hydrant valve, providing and installing water-tight plugs, removing the valve or hydrant, and removing entire valve vault structure and casting and cover. Existing valve, valve structure, and hydrant materials shall remain the property of the contractor.

Connect new main to existing mains using approved fittings. Specified main testing must be completed and approved for service prior to any connections to existing mains. The contractor must assure continuity between sleeved connections to existing/new mains (in same configuration as standard pipe joints), and the city must approve continuity on all sleeved connections.

D Measurement

The department will measure Abandon Existing Watermain as a single 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.0060.52.	Abandon Existing Watermain	EACH

Payment for abandonment is full compensation for all work as specified in this section, including removing, plugging and/or capping all pipes, removal of all valves/manholes, hydrants, and other specified items.

**65. Concrete Curb & Gutter 30-Inch Type K Special (4-Inch Curb Head Height), Item SPV.0090.01;
Concrete Curb & Gutter 30-Inch Type K Special (2-Inch Curb Head Height), Item SPV.0090.02.**

Construct concrete curb and gutter as detailed in the plan and according to standard spec 601.

**66. Concrete Planter Wall 8-Inch, Item SPV.0090.03;
Concrete Planter Wall 12-Inch, Item SPV.0090.04.**

A Description

This special provision describes color furnishing and installing a concrete planter wall as shown on the plans and as hereinafter provided.

B Materials

The formwork materials, reinforcing materials, concrete and accessories necessary for concrete planter foundation wall is to be constructed per the plan details. Contractor to provide list of materials, shop drawings if necessary and material samples to engineer and Karissa Chapman, City of Janesville Engineering, (608) 755-3163, chapmank@ci.janesville.wi.us, for review and approval prior to the ordering of materials and/or commencing of fabrication.

Concrete shall conform to standard spec 501 and be hand finished. Demonstrate form layout and installation method to engineer for review and approval prior to fabrication.

Reinforcing steel shall conform to standard spec 505.

C Construction

Construct Concrete wall as shown in the plan details and according to standard spec 504.

Hand rub all visible above grade finished concrete, construct smooth finished concrete foundation conforming to the requirements in standard spec 502.3.7.5.

The first wall shall be considered a mock-up that demonstrates workmanship and above grade hand rubbing of concrete for approval by the engineer and Karissa Chapman, City of Janesville Engineering, at (608) 755-3163, chapmank@ci.janesville.wi.us. Consider the accepted mock-up as a minimum standard of workmanship to be matched or bettered throughout the project. The mock-up may be constructed as part of the project and, if approved, will be accepted as part of the Work. Remove mock-ups which fail to meet the engineer's and City of Janesville approval.

D Measurement

The department will measure Concrete Planter Wall (Type) in length by the linear foot along the outside edge of each wall.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Concrete Planter Wall 8-Inch	LF
SPV.0090.04	Concrete Planter Wall 12-Inch	LF

Payment is full compensation for construction staking, providing all materials, including formwork materials, reinforcing materials, concrete and accessories, for the wall, for excavating and preparing the site work; backfilling and disposing of surplus material; for placing, finishing, protecting, and restoring the site.

67. Concrete Sloped Curb Special, Item SPV.0090.05.

Construct concrete sloped curb special as detailed in the plan and according to standard spec 601.

68. Ductile Iron Watermain 6-Inch, Item SPV.0090.06; Ductile Iron Watermain 8-Inch, Item SPV.0090.07; Ductile Iron Watermain 12-Inch, Item SPV.0090.08.

A Description

This special provision describes all work required for installation of new 6" - 12" ductile iron watermain the requirements of the plans, the "City of Janesville, Wisconsin Standard Specifications for Public Works Construction" and as hereinafter provided.

B Materials

Supply Class 52 ductile pipe and fittings (including all bends, tees, sleeves, etc.), as specified in Section 6.5.1 of the City Specifications. This includes replacement fire service pipe of greater than 2".

Furnish valves, and hydrants according to Sections 6.4 and 6.7 of the City Specifications and provide shop drawings for all pipe materials for approval.

C Construction

C.1 General Construction Methods

Pavement saw cutting is not required unless directed by the city. It is acceptable to crush/recycle any of the asphalt materials for reuse to be mixed in as trench backfill material (as approved by engineer). Existing asphalt may be zipped and pulverized material left in place, (until watermain construction), and compacted to achieve firm surface for traffic movements. Do not remove existing surface materials more than one day ahead of trench excavation.

C.2 Watermain Replacement Work

Janesville Water Utility, or designated representative shall oversee the operation of all existing valves, unless noted to be removed and replaced under this Contract, which will require closure as part of the associated installation work, prior to the start of work by the contractor. Notify affected residents 24 hours in advance of all service interruptions. Service interruptions to affected businesses will require 72 hour advanced notification, and be coordinated with the engineer.

Supply and install the pipe and necessary fittings (including properly blocked or restrained joints); and bed, cover and backfill, pressure test, and disinfect the new water pipe according to requirements of Section 6.5.2 of the City Specifications, unless modified below.

Uncover existing watermain to which the new main is to be connected so as to allow for adjustment of line or grade to minimize use of fittings and avoid the need for extra fittings. Also uncover anticipated storm sewers, sanitary and water services and other pipes so as to allow for adjustment of line or grade to avoid the need for extra fittings.

The pipe shall be laid to proper line and grade as shown on the plan and staked in the field by the engineer, and installed, horizontally, to within approximately 2 - 4 feet of existing (parallel) main to allow for testing procedures. The pipe shall be properly bedded and covered according to referenced City Specifications. Comply with this section for replacement of existing, greater than 2", fire service lines.

Backfill shall be placed in 1 foot lifts and mechanically compacted to 95% Modified Proctor Density in all areas beneath a paved surface. The trench shall be backfilled and compacted to final sub-grade elevation and material placed immediately after backfilling is completed. Maintain pedestrian access to affected residences and businesses during the main installation. If unsuitable material is encountered at pipe invert depths, as determined by the engineer, remove and replace this material as specified in the section titled "Watermain Granular Backfill Special." All excavated material (including recycled asphalt or crushed concrete) meeting specification shall be used as backfill.

At no time during construction shall a protective trench "shoe or box" be allowed to extend below the spring line of the watermain pipe. As applicable, make arrangements with the Water Utility for tapping new mains to existing mains and services larger than 1" after the new mains are approved for service. These taps will be performed by the Water Utility at no cost to the contractor.

C.3 Watermain Pipe and Backfill Material Testing

Fill all new watermains, pressure test, and secure an approved bacteria test, according to Section 6.10 of the City Specifications, prior to allowing the new pipe to be connected to the existing water system unless there are valves located at the tie-in location, whereby the valves can be closed tight during the test period. The engineer shall approve a testing plan from the contractor, for the new mains (per each block location), prior to start of the work for the purpose of minimizing service outages and maximizing public safety. Prior to connection to existing mains, the interior of the new "end" valves and/or associated new connection couplings/fittings shall be thoroughly sprayed with a 25 mg/l chlorine solution to provide disinfection. Flush all new watermains prior to taking a sample for the bacteria test. All flushed water shall be directed into the city storm sewer system and tested as specified in Section 6.10.3 of the City Specifications. This flushed water must be tested by the Water Utility, and chlorine concentrations approved, prior to entering storm sewer and this will be strictly enforced.

The new main shall be installed under existing mains (at intersections) and services without offset fittings unless otherwise directed by the engineer. Connections to existing pipes (including at intersections) can be made after new main is completely tested (both pressure and bacteria tests) and accepted by the engineer. All replacement water service connections and service reconnections shall be performed after the new main has been connected to existing main at one (or each) end(s) of the project. The taps of the new main can be done dry. Corp. stop service fittings shall be installed prior to main tests and pressure tested with the new main. The existing 6" to 10" mains (being replaced) shall be plugged at the disconnect points (including at existing valves and hydrants after their removal) upon final abandonment.

Temporary blow-off or other fittings may be required for testing purposes. The locations of any temporary testing materials shall be determined by the contractor and approved by the engineer. All temporary materials shall be considered incidental to the work being performed.

Testing of all connections to existing water system shall be by visual observance of leakage, by the engineer; at existing system pressure after main is placed back into service and prior to backfilling. Any leakage observed shall be repaired, as approved by the engineer, to completely stop any leakage.

Assure continuity between sleeved connections to existing/new mains (in same configuration as standard pipe joints), and the engineer must approve continuity on all sleeved connections. Continuity of the new main shall be tested by the contractor, with the engineer present, prior to placing main into service.

The engineer will perform density testing (as deemed necessary) on all backfill material used in trenches under or through existing streets or driveways. The backfill may be checked after each 12" lift is placed and compacted. The minimum density requirement will be 95% of Modified Proctor Density.

D Measurement

The department will measure Ductile Iron Watermain (Size) by the linear foot measured along the watermain, 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.0090.06	Ductile Iron Watermain 6-Inch	LF
SPV.0090.07	Ductile Iron Watermain 8-Inch	LF
SPV.0090.08	Ductile Iron Watermain 12-Inch	LF

Payment is full compensation for trench excavation; supply and installation of new pipe; placement of bedding and cover materials; blocking; sheeting/shoring; making connections; anchoring pipe; placement and compaction of backfill; testing and disinfection of pipe/fittings.

The department will pay separately for Insulation Board Polystyrene 2-Inch according to standard spec 612 and Section 6.9 of the City Specifications.

69. Concrete Sidewalk 5-Inch, Colored, Dark Gold, Item SPV.0165.01; Concrete Sidewalk 6-Inch, Colored, Dark Gold, Item SPV.0165.02.

A Description

This special provision describes furnishing, installing and construction techniques used for colored concrete sidewalk terraces as shown on the plans and details.

B Materials

Conform to standard spec 501, 602 and as follows:

Dark Gold Color: Integrally color the concrete to match Lycon Master Color "Dark Gold" MC5010.

Use admixtures designed for use and compatible with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides.

Pavement joint sealant will be polyurethane, self-leveling; ASTM C920, Class 50, Uses T, I, M and A; single or multi-component.

The concrete mix used for colored concrete sidewalk will be the same as concrete mix used for sidewalks on the remainder of the project.

C Construction

C.1. References

American Society for Testing and Materials (ASTM)

- C979 – Standard Specification for Pigments for Integrally Colored Concrete
- C920 – Standard Specification for Elastomeric Joint Sealants
- D1752 – Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
- D5249 – Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
- D7174 – Standard Specification for Preformed Closed-Cell Polyolefin Expansion Joint Fillers for Concrete Paving and Structural Construction

C.2 Required Submittals

Submit manufacturer's technical data for each manufacture product, including certification that each product complies with specified requirements.

Submit a 6-foot by 10-foot by 5-inch panel, to demonstrate finish, color, texture of colored concrete, jointing pattern and treatment required in actual construction at least 10 days prior to the installation for approval by the engineer and City of Janesville (Karissa Chapman, City of Janesville Engineering, at (608) 755-3163, chapmank@ci.janesville.wi.us). Location of sample on site will be approved by the engineer prior to construction. If product other than basis of design is used, contractor shall submit two mock-ups side by side showing finish, color, texture of colored concrete, jointing pattern and treatment expected in completed work. Consider the accepted mock-up as a minimum standard of workmanship to be matched or bettered throughout the project. The mock-up may be constructed as part of the project and, if approved, will be accepted as part of the work. Remove mock-ups which fail to meet the engineer's and City of Janesville approval.

C.3 Quality Assurance

Engage an installer who has a minimum of five years' experience with projects of similar scope and quality to that of this project and who will assign installers from these earlier applications to this project, of which one will serve as lead installer.

C.4 Coloring

Produce colored concrete in full cubic yard increments.

Produce consistent colored concrete mixes. Once colored concrete placement has started, the engineer will not allow variations in the amounts, types, or source of materials with the exception of minor adjustments of water and air-entraining agent as necessary. Other changes require the contractor to repeat the mix approval process.

Verify manufacturers recommendations based on ambient temperature, humidity, and use of admixtures.

C.5 Placement

Place colored concrete sidewalk according to the requirements of standard spec 501, Concrete and standard spec 602, Concrete Sidewalk. All horizontal concrete surfaces shall have the same finish as sidewalks on the remainder of the project. Vertical concrete surfaces shall have hand rubbed finish. Colored concrete will be placed as one continuous pour between the curb and gutter and non-colored sidewalk.

When excavating and forming for concrete sidewalk terraces, contractor shall minimize disturbance to base materials under adjacent existing planters, roadway curb and gutter or pavement. Contractor will be responsible for providing concrete to fill in as needed due to sloughage of base below the adjacent planters, roadway curb and gutter or pavement. Concrete used to fill in any sloughage should be vibrated in place to ensure complete infill. This may result in a small concrete ledge below the curb or pavement.

Colored concrete mixes for matching colored items shall be consistent. If the contractor chooses to provide mixes with high early strength concrete, then all colored concrete for matching colored items shall be provided as high early strength concrete.

Schedule colored concrete placement to minimize exposure to rapid drying conditions, wind and full sun, before curing materials are applied. Do not place colored concrete if rain, snow, or freezing temperature is forecast within 24-hours.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as the engineer directs.

Perform finishing operations consistently to avoid discoloration in the finished colored concrete. Do not begin finishing until bleed water has left the surface. Addition of surface water for aiding in finishing (often referred to as blessing the concrete) is not allowed. If water is added to the surface of the colored concrete once concrete is in place, the engineer will reject the colored concrete. During final finishing and texturing apply all strokes in the same direction.

Uniformly apply liquid release agent onto the colored concrete while it is still in a plastic state to provide clean release of imprinting tools from the concrete surface without lifting imprint or tearing concrete.

Seal the colored concrete per manufacturer's recommendations. Apply two coats of seal. Apply second coat after first coat has dried. Do not seal over blemishes or imperfections caused by rainfall or protection materials.

Cure colored concrete according to standard spec 415.3.12, using the impervious coating or impervious sheeting method. Protect colored concrete from premature drying and excessive cold or hot temperatures by prompt application of curing materials. Do not allow plastic sheeting to come in contact with colored concrete.

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after placement.

C.6 Jointing

Provide joints as shown on the drawings. Unless otherwise approved, minimize construction joints by terminating placement at expansion joint locations indicated on drawings. Construction joint, commonly called control joints, in concrete slabs shall be saw cut at least one inch depth and approximately 1/8 inch wide.

When construction joints are necessary for flatwork, provide bonded joint keyway. Roughen the surface of the joint prior to second placement of concrete. Remove laitance, loosed aggregate and damaged concrete. Dampen concrete surface prior to second placement of concrete.

Unless otherwise approved, joints on flatwork shall be hand tooled.

D Measurement

The department will measure Concrete Sidewalk, (Type) 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 NUMBER	DESCRIPTION	UNIT
SPV.0165.01.	Concrete Sidewalk 5-Inch, Colored, Dark Gold	SF
SPV.0165.02.	Concrete Sidewalk 6-Inch, Colored, Dark Gold	SF

Payment is full compensation for providing and installing all materials necessary to completely install the colored concrete sidewalk; furnishing and installing concrete, saw cutting joints, integral coloring; reinforcing and any hardware; for performing all excavating, backfilling, proper disposing of surplus material and restoration.

- 70. Abandoned Vault Removal Masonry, Depth To 5', Item SPV.0165.03;
Abandoned Vault Removal Masonry, Depth Over 5', Item SPV.0165.04;
Abandoned Vault Removal Reinforced Concrete 0"-10", Depth To 5', Item SPV.0165.05;
Abandoned Vault Removal Reinforced Concrete 0"-10", Depth Over 5', Item SPV.0165.06;
Abandoned Vault Removal Reinforced Concrete 10"+, Depth To 5', Item SPV.0165.07;
Abandoned Vault Removal Reinforced Concrete 10"+, Depth Over 5', Item SPV.0165.08.**

A Description

This special provision describes removing abandoning vault walls according to standard spec 203 and as hereinafter provided.

All material shall be removed from the right-of-way and disposed of by the contractor.

B Materials

Furnish and use granular backfill that meets the requirements of standard spec 202.

C Construction

Remove the walls of the abandoned vault and backfill any area removed as required by the engineer. The limits of removal shall be verified by the engineer. Any saw cuts or other necessary work in the removal is included in the bid item. Depth will be measured from the top of the top of existing sidewalk adjacent to building. Removal of vault floor and vault ceiling is incidental to this work.

Remove all material from the right-of-way and properly dispose of it.

D Measurement

The department will measure Abandoned Vault Removal (Type) by the square foot of wall, removed. Measurement will be on the outside of the vault.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	Abandoned Vault Removal Masonry, Depth To 5'	SF
SPV.0165.04	Abandoned Vault Removal Masonry, Depth Over 5'	SF
SPV.0165.05	Abandoned Vault Removal Reinforced Concrete 0"-10", Depth To 5'	SF
SPV.0165.06	Abandoned Vault Removal Reinforced Concrete 0"-10", Depth Over 5'	SF
SPV.0165.07	Abandoned Vault Removal Reinforced Concrete 10"+, Depth To 5'	SF
SPV.0165.08	Abandoned Vault Removal Reinforced Concrete 10"+, Depth Over 5'	SF

Payment is full compensation for removing abandoned vault walls; furnishing and placing granular backfill; saw-cutting as necessary; properly disposing of materials.

71. Shredded Hardwood Bark Mulch, Item SPV.0180.01.

A Description

This special provision describes furnishing and placing Shredded Hardwood Bark Mulch at the location shown on the plans and according to standard spec 632 and as hereinafter provided.

B Materials

Shredded Hardwood Bark Mulch shall be finely shredded hardwood bark mulch and shall be the product of a mechanical chipper, hammermill, or tub grinder. The material shall be fibrous and uniformly colored to match the existing bark mulch within the area, 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 be free of material detrimental to healthy plant growth, not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, chromated copper arsenate (CCA) or penta-treated wood and not contain color dyes. The material shall contain no bark of the black walnut tree. The material shall be 1/8" nominal thickness, with at least 50 percent having an area of not less than 1 sq. inch. The maximum length of individual pieces shall not exceed 2 inches.

C Construction

Install mulch according to standard spec 632.3.9 to a depth of 3 inches. Pull back mulch no less than 3" and no more than 6" from any tree trunk.

D Measurement

The department will measure Shredded Hardwood Bark Mulch by the square yard of surface area, 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.0180.01	Shredded Hardwood Bark Mulch	SY

Payment is full compensation for furnishing and installing all materials.

72. Gravel Mulch, Item SPV.0180.02.

A Description

This special provision describes furnishing and placing gravel mulch to restore existing gravel mulch areas disturbed by construction activities and as directed by the engineer.

B Materials

Furnish gravel that is washed coarse aggregate matching the existing mulch in the area being replaced in type, color, and size.

C Construction

Place approximately 3 inches thickness of mulch within the specified area after performing all necessary backfilling and adjustment. Blend new mulch into existing mulch to create a smooth transition.

D Measurement

The department will measure Gravel Mulch bid item by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Gravel Mulch	SY

Payment is full compensation for furnishing all necessary materials, including the gravel mulch, fabric, excavation, hauling, and disposal.

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

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

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

I. BASIC CONCEPTS

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

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 (number) TrANS Graduate(s) be utilized on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 2 (number) TrANS Apprentice(s) be utilized on this contract.
- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

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

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

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

Description

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

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

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

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

1. Definitions

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

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

2. WisDOT DBE Program Compliance

a. Documentation Submittal

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

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

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

b. Verification of DBE Commitment

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

(1) DBE Goal Met

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

(2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

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

a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (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.
 - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

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

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

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

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

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

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

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

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

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

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

6. Counting DBE Participation

Assessing DBE Work

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

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

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

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

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

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

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

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

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

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

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

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

a. Issuing a Contract Change Order

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

b. Contractor Considerations

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

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

c. Request to Modify DBE Subcontracting Commitment

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

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE_Alert@dot.wi.gov + 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 [Application to Use Joint Checks](#) after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

15. Payment

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

Appendix A

Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

Appendix B

Sample Contractor Solicitation Letter Page 1

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

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

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

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

Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](http://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.

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

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

Please check all that apply:

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

Prime Contractor Contact: _____ DBE: _____
 Phone: _____ Fax: _____
 Email: _____

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

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

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

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

ATTENTION DBEs

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

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

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

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

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

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

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

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

ATTENTION WisDOT SUBCONTRACTORS

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

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

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

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

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

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

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

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

Appendix C

Small Business Network (SBN) Overview

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

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

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE_Alert@dot.wi.gov 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 or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

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

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

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

GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	<p>Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.</p> <p><i>Such as: Updated solicitation letter and email, timely solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)</i></p>		
Selected Work Items Documentation	<p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are <u>specific</u> to each proposal and clearly identified in all solicitation(s)</i></p>		
Documentation of Project Information provided to Interested DBEs	<p>Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>		
Documentation of Negotiation with Interested DBEs	<p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>		
Documentation of Sound Reason for Rejecting DBEs	<p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.</i></p>		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	<p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	<p>Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p>		
Documentation of other GFE activities	<p><i>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</i></p>		
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) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

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

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

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

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

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

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

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

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

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

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

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

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

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

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

COMMITMENT TO SUBCONTRACT TO DBE

Clear

Wisconsin Department of Transportation

DT1506 12/2021 s.84.06(2) Wis. Stats. Non-Traditional Project

Project ID: _____
Proposal #: _____

Prime Contractor: _____

County: _____

Letting Date: _____

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted as described in ASP-3. The submittal of this form with the bid proposal constitutes your DBE commitment. Include Attachment A for DBEs included on commitment.

Total \$ Value of Prime Contract: \$ _____

DBE Contract Goal: _____ %

DBE Goal Achieved: 0.00 %

This form must be completed and returned for this proposal. See page 2 for instructions.

Table with 6 columns: 1. DBE Firm, 2. Work or Items to be subcontracted, 3. Supplier Y/N, 4. Trucking Only (O#, L#), 5. DBE Full Subcontract \$, 6. DBE Amount for Credit \$. Includes a total row at the bottom showing \$ 0.00 for both columns 5 and 6.

Government Use Only Approved Amounts table with rows for A = \$ %, V = \$ %, Total = \$ %, and Signature/Date fields.

Prime Representative Signature & Date

DBE Office Signature & Date Approved

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

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

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

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

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	
FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.		

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

Off site Hauling



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



Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****	County *****	
Person Submitting Document *****	Telephone Number *****	
Address *****	Email Address *****	

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

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

Submit good faith effort documentation per ASP-3 guidelines.

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

1. Solicitation Documentation:

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

2. Selected Work Items Documentation:

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

3. Documentation of Project Information provided to Interested DBEs:

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

4. → Documentation of Negotiation with Interested DBEs:

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

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

5. → Documentation of Sound Reason for Rejecting DBEs:

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

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

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

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

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

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

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

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

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

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

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

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

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

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

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

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

SOLICITATION LOG

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

SELECTED WORK ITEMS SOLICITED LOG

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

INFORMATION PROVIDED LOG

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

NEGOTIATIONS LOG

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

ASSISTANCE LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Acceptance and Final Payment

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

Additional Special Provision 6
ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

416.2.4 Concrete Pavement Repair and Replacement

Replace the entire text with the following effective with the November 2022 letting:

- (1) Except as specified in 416.3.6 for inlaid rumble strips, use grade C concrete as specified in 501.
- (2) The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi.

416.2.5 Special High Early Strength Concrete Pavement Repair and Replacement

416.2.5.1 Composition and Proportioning of Concrete

Replace paragraph one with the following effective with the November 2022 letting:

- (1) For the concrete mixture, use a minimum of 846 pounds of cementitious material per cubic yard of concrete. The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

455.2.4.3 Emulsified Asphalts

Replace paragraph one with the following effective with the November 2022 letting:

- (1) Furnish material conforming, before dilution, to the following:
 - Anionic emulsified asphalts^[1]..... AASHTO M140
 - Cationic emulsified asphalts^[1] AASHTO M208
 - Polymer-modified cationic emulsified asphalts AASHTO M316
- ^[1] Non-tracking emulsified asphalts shall conform to TABLE 455-1 for the type and grade specified.

TABLE 455-1 Requirements for Non-Tracking Emulsified Asphalt

PRODUCT	ANTT	CNTT
Saybolt Viscosity at 77°F (25°C), (AASHTO T 59), SFS	15-100	15-100
Paddle Viscosity at 77°F (25°C), (AASHTO T 382), cPs ^[1]	30-200	30-200
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max	1 max
Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), %	50 min	50 min
Sieve Test, No. 20 (850 µm), (AASHTO T 59), %	0.3	0.3
Penetration at 77°F (25°C), 100 g, 5 sec, (AASHTO T 49), dmm	10-40	10-40
Ash Content, (AASHTO T 111), %	1 max	1 max
Solubility in Trichlorethylene Test, (AASHTO T 44) ^[2]	97.5% min	97.5% min

^[1] Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).
^[2] The solubility in Trichlorethylene test (AASHTO T 44) may be run in lieu of Ash Content (AASHTO T 111).

455.2.5 Tack Coat

Replace paragraph one with the following effective with the November 2022 letting:

- (1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, ANTT, CNTT, or modified emulsified asphalt with an “h” suffix, unless the contract specifies otherwise.

710.5.7 Corrective Action

710.5.7.1 Optimized Aggregate Gradations

Replace paragraph one with the following effective with the November 2022 letting:

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, notify the other party immediately and do one of the following:
 - Perform corrective action documented in the QC plan or as the engineer approves. Continue with the following:
 1. Document and provide corrective action results to the engineer as soon as they are available.
 2. Department will conduct two tests within the next business day after corrective action is complete.
 - If blended aggregate gradations are within the tarantula curve limits by the second department test:
 - Continue with concrete production.
 - Include a break in the 4-point running average.
 - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
 - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract requires an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit a new optimized aggregate gradation mix design.
 - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract does not require an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit either a new optimized aggregate gradation mix design or a combined aggregate gradation mix design.
 - Submit a new optimized aggregate gradation mix design and perform the following:
 1. Restart control charts for the new mix design.
 2. Amend contractor Quality Control Plan

715.5 Payment

Replace the entire text with the following effective with the November 2022 letting:

715.5.1 General

- (1) The department will pay incentive for concrete strength under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
 - Compressive strength of 3700 psi for pavements.
 - Flexural strength of 650 psi for pavements.
 - Compressive strength of 4000 psi for structures and barrier.
- (5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

715.5.2 Pavements

715.5.2.1 Compressive

- (1) The department will adjust pay for each lot using equation “QMP 3.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.1 \times \text{PWL}) - 9.5$
>= 85 to < 95	0
>= 30 to < 85	$(1.5/55 \times \text{PWL}) - 127.5/55$
< 30	-1.50

- (2) The department will not pay incentive if the lot standard deviation is greater than 400 psi compressive.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 3700 psi compressive by \$1.50 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.2.2 Flexural

- (1) The department will adjust pay for each lot using equation “QMP 6.02” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.2 \times \text{PWL}) - 19$
>= 85 to < 95	0
>= 50 to < 85	$(2.0/35 \times \text{PWL}) - 170/35$
< 50	-2.00

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi flexural.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 650 psi flexural by \$2.00 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.3 Structures and Cast-in-Place Barrier

- (1) The department will adjust pay for each lot using equation “QMP 2.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 99 to 100	10
>= 90 to < 99	0
>= 50 to < 90	$(7/8 \times \text{PWL}) - 78.75$
< 50	-35

- (2) The department will not pay incentive if the lot standard deviation is greater than 350 psi.
- (3) For lots with less than 4 sublots, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 4000 psi by \$35 per cubic yard.

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

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

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

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

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).

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BUY AMERICA PROVISION

Buy America (as documented in M-22-11 from the Office of Management and Budget: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from smelting forward in the manufacturing process) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983, and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel exemptions and their associated costs to the certification form.

CARGO PREFERENCE ACT REQUIREMENT

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

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

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

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

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

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

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

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

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

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

I. PREVAILING WAGE RATES

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

II. COVERAGE OF TRUCK DRIVERS

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

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

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

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

Details are available online at:

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

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

III. POSTINGS AT THE SITE OF THE WORK

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

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

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

IV. RESOURCES

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

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

Superseded General Decision Number: WI20210010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an 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 \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on 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 \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

1	01/21/2022
2	02/04/2022
3	02/25/2022
4	03/11/2022
5	03/18/2022
6	04/29/2022
7	05/13/2022
8	06/17/2022
9	07/08/2022
10	07/22/2022
11	07/29/2022
12	08/12/2022
13	09/16/2022
14	10/14/2022

BRWI0001-002 06/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 36.81	25.17

BRWI0002-002 06/01/2021

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.35	23.89

BRWI0002-005 06/01/2021

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.73	24.15

BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0004-002 06/01/2021

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.30	26.03

BRWI0006-002 06/01/2021

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.78	24.20

BRWI0007-002 06/01/2021		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.38	25.31

BRWI0008-002 06/01/2021		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.38	24.64

BRWI0011-002 06/01/2021		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0019-002 06/01/2021		

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

	Rates	Fringes
BRICKLAYER.....	\$ 36.31	25.67

BRWI0034-002 06/01/2021		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.53	25.16

* 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

CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,

CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016		

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 05/29/2022		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK

(except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.49	22.09

ELEC0014-007 05/29/2022		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer.....	\$ 29.63	3%+16.18
Installer/Technician.....	\$ 28.50	15.92

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2021

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 43.16	30%+12.70

ELEC0158-002 05/30/2021		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 05/30/2021		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.22	26%+11.24

ELEC0430-002 06/01/2022		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 45.02	24.35

ELEC0494-005 06/01/2021		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0494-013 06/01/2021		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet

Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE,
 MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 32.49	20.26

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

 ELEC0577-003 06/01/2021

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.66	29.50%+10.00

 ELEC0890-003 06/01/2021

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

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

 ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 43.27	25.95
Group 2.....	\$ 42.77	25.95
Group 3.....	\$ 42.27	25.95
Group 4.....	\$ 42.01	25.95
Group 5.....	\$ 41.72	25.95
Group 6.....	\$ 35.82	25.95

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour
 EPA Level ""B"" protection - \$2.00 per hour
 EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

 IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.00	28.95

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

 IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

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

 IRON0383-001 06/05/2022

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.00	28.58

 IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 05/01/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11

LAB00113-002 06/01/2022

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.65	23.09
Group 2.....	\$ 32.80	23.09
Group 3.....	\$ 33.00	23.09
Group 4.....	\$ 33.15	23.09
Group 5.....	\$ 33.30	23.09
Group 6.....	\$ 29.14	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2022

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.90	23.09
Group 2.....	\$ 32.00	23.09
Group 3.....	\$ 32.05	23.09
Group 4.....	\$ 32.25	23.09
Group 5.....	\$ 32.10	23.09
Group 6.....	\$ 28.99	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2022

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.71	23.09
Group 2.....	\$ 31.86	23.09
Group 3.....	\$ 32.06	23.09
Group 4.....	\$ 32.03	23.09
Group 5.....	\$ 32.36	23.09
Group 6.....	\$ 28.85	23.09

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2022

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.42	18.68
Group 2.....	\$ 36.52	18.68
Group 3.....	\$ 36.57	18.68
Group 4.....	\$ 36.77	18.68
Group 5.....	\$ 36.62	18.68
Group 6.....	\$ 33.05	18.68

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2022

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.70	18.68

Group 2.....	\$ 36.80	18.68
Group 3.....	\$ 36.85	18.68
Group 4.....	\$ 37.05	18.68
Group 5.....	\$ 36.90	18.68
Group 6.....	\$ 33.05	18.68

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2022

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 33.99	22.70
Spray, Sandblast, Steel....	\$ 34.59	22.70
Repaint:		
Brush, Roller.....	\$ 33.09	22.70
Spray, Sandblast, Steel....	\$ 32.49	22.70

* PAIN0108-002 06/01/2022

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 39.60	21.79
Spray & Sandblast.....	\$ 40.60	21.79

PAIN0259-002 05/01/2008

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

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

PAIN0259-004 05/01/2015

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

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

* PAIN0781-002 06/01/2022

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 38.15	24.80
Brush.....	\$ 37.40	24.80
Spray & Sandblast.....	\$ 38.15	24.80

PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.98	18.78

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2021

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.....	\$ 29.98	18.78

* PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

PLAS0599-010 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81
WELL DRILLER.....	\$ 16.52	3.70

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	187.000 ID	_____.	_____.
0004	201.0220 Grubbing	253.000 ID	_____.	_____.
0006	204.0100 Removing Concrete Pavement	7,815.000 SY	_____.	_____.
0008	204.0110 Removing Asphaltic Surface	13.000 SY	_____.	_____.
0010	204.0130 Removing Curb	9.000 LF	_____.	_____.
0012	204.0150 Removing Curb & Gutter	3,406.000 LF	_____.	_____.
0014	204.0155 Removing Concrete Sidewalk	2,850.000 SY	_____.	_____.
0016	204.0195 Removing Concrete Bases	31.000 EACH	_____.	_____.
0018	204.0210 Removing Manholes	13.000 EACH	_____.	_____.
0020	204.0220 Removing Inlets	42.000 EACH	_____.	_____.
0022	204.0245 Removing Storm Sewer (size) 01. 12-Inch or Less	800.000 LF	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 02. 15-Inch	876.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 03. 18-Inch	1,315.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 04. 24-Inch	601.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 05. 30-Inch	15.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 06. 36-Inch	76.000 LF	_____.	_____.
0034	204.0250 Abandoning Manholes	1.000 EACH	_____.	_____.
0036	204.0280 Sealing Pipes	3.000 EACH	_____.	_____.
0038	204.9090.S Removing (item description) 01. Concrete Retaining Wall	66.000 LF	_____.	_____.
0040	205.0100 Excavation Common	7,101.000 CY	_____.	_____.
0042	213.0100 Finishing Roadway (project) 01. 5990-01-41	1.000 EACH	_____.	_____.
0044	305.0120 Base Aggregate Dense 1 1/4-Inch	6,233.000 TON	_____.	_____.
0046	312.0115 Select Crushed Material	1,000.000 CY	_____.	_____.
0048	405.0200 Coloring Concrete Custom	78.000 CY	_____.	_____.
0050	415.0080 Concrete Pavement 8-Inch	8,510.000 SY	_____.	_____.
0052	415.4100 Concrete Pavement Joint Filling	8,510.000 SY	_____.	_____.
0054	416.0180 Concrete Driveway 8-Inch	491.000 SY	_____.	_____.
0056	416.0610 Drilled Tie Bars	84.000 EACH	_____.	_____.
0058	416.0620 Drilled Dowel Bars	28.000 EACH	_____.	_____.
0060	455.0605 Tack Coat	44.000 GAL	_____.	_____.
0062	465.0105 Asphaltic Surface	245.000 TON	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	465.0120 Asphaltic Surface Driveways and Field Entrances	17.000 TON	_____.	_____.
0066	465.0125 Asphaltic Surface Temporary	1.000 TON	_____.	_____.
0068	520.8000 Concrete Collars for Pipe	3.000 EACH	_____.	_____.
0070	601.0417 Concrete Curb & Gutter 30-Inch Type K	3,167.000 LF	_____.	_____.
0072	601.0419 Concrete Curb & Gutter 30-Inch Type L	224.000 LF	_____.	_____.
0074	601.0600 Concrete Curb Pedestrian	77.000 LF	_____.	_____.
0076	602.0410 Concrete Sidewalk 5-Inch	14,045.000 SF	_____.	_____.
0078	602.0415 Concrete Sidewalk 6-Inch	4,070.000 SF	_____.	_____.
0080	602.0515 Curb Ramp Detectable Warning Field Natural Patina	238.000 SF	_____.	_____.
0082	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	184.870 SF	_____.	_____.
0084	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	551.000 LF	_____.	_____.
0086	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	111.000 LF	_____.	_____.
0088	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	66.000 LF	_____.	_____.
0090	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	618.000 LF	_____.	_____.
0092	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	543.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	261.000 LF	_____.	_____.
0096	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	50.000 LF	_____.	_____.
0098	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	315.000 LF	_____.	_____.
0100	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	204.000 LF	_____.	_____.
0102	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	231.000 LF	_____.	_____.
0104	608.6008 Storm Sewer Pipe Composite 8-Inch	4.000 LF	_____.	_____.
0106	608.6012 Storm Sewer Pipe Composite 12-Inch	12.000 LF	_____.	_____.
0108	611.2004 Manholes 4-FT Diameter	2.000 EACH	_____.	_____.
0110	611.2005 Manholes 5-FT Diameter	8.000 EACH	_____.	_____.
0112	611.2006 Manholes 6-FT Diameter	1.000 EACH	_____.	_____.
0114	611.2007 Manholes 7-FT Diameter	1.000 EACH	_____.	_____.
0116	611.3004 Inlets 4-FT Diameter	17.000 EACH	_____.	_____.
0118	611.3230 Inlets 2x3-FT	25.000 EACH	_____.	_____.
0120	611.8110 Adjusting Manhole Covers	8.000 EACH	_____.	_____.
0122	611.8120.S Cover Plates Temporary	3.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	612.0902.S Insulation Board Polystyrene (inch) 01. 2-Inch	117.480 SY	_____.	_____.
0126	619.1000 Mobilization	1.000 EACH	_____.	_____.
0128	623.0200 Dust Control Surface Treatment	10,112.000 SY	_____.	_____.
0130	624.0100 Water	60.000 MGAL	_____.	_____.
0132	625.0100 Topsoil	1,600.000 SY	_____.	_____.
0134	628.1905 Mobilizations Erosion Control	12.000 EACH	_____.	_____.
0136	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.
0138	628.7020 Inlet Protection Type D	100.000 EACH	_____.	_____.
0140	628.7560 Tracking Pads	3.000 EACH	_____.	_____.
0142	629.0210 Fertilizer Type B	1.000 CWT	_____.	_____.
0144	631.0300 Sod Water	91.000 MGAL	_____.	_____.
0146	631.1000 Sod Lawn	1,600.000 SY	_____.	_____.
0148	632.0101 Trees (species) (size) (root) 01. Buckeye, Early Glow, 2.5" Cal., B&B	2.000 EACH	_____.	_____.
0150	632.0101 Trees (species) (size) (root) 02. Common Hackberry, 2.5" Cal., B&B	2.000 EACH	_____.	_____.
0152	632.0101 Trees (species) (size) (root) 03. Harvest Gold Crabapple, 'Hargozam', 2.5" Cal., B&B	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	632.0101 Trees (species) (size) (root) 04. American Hophornbeam, 2.5" Cal., B&B	2.000 EACH	_____.	_____.
0156	632.0101 Trees (species) (size) (root) 05. Amur Chokecherry, 2.5" Cal., B&B	3.000 EACH	_____.	_____.
0158	632.0101 Trees (species) (size) (root) 06. Sargent's Cherry, 2.5" Cal., B&B	2.000 EACH	_____.	_____.
0160	632.0101 Trees (species) (size) (root) 07. Japanese Tree Lilac, 'Ivory Silk', 2.5" Cal., B&B	2.000 EACH	_____.	_____.
0162	632.0101 Trees (species) (size) (root) 08. Elm, Accolade, 2.5" Cal., B&B	2.000 EACH	_____.	_____.
0164	632.0101 Trees (species) (size) (root) 09. Triumph Elm, 'Morton Glossy', 2.5" Cal., B&B	3.000 EACH	_____.	_____.
0166	632.0201 Shrubs (species) (size) (root) 01. Black Chokeberry, Iroquois Beauty, 3 Gal., CG	3.000 EACH	_____.	_____.
0168	632.0201 Shrubs (species) (size) (root) 02. Forsythia, Gold Tide, 3 Gal., CG	8.000 EACH	_____.	_____.
0170	632.0201 Shrubs (species) (size) (root) 03. St. John's Wort, Cobalt-N-Gold, 3 Gal., CG	4.000 EACH	_____.	_____.
0172	632.0201 Shrubs (species) (size) (root) 04. Alpine Currant, Green Mound, 3 Gal., CG	8.000 EACH	_____.	_____.
0174	632.0201 Shrubs (species) (size) (root) 05. Japanese Spirea, Anthony Waterer, 3 Gal., CG	4.000 EACH	_____.	_____.
0176	632.0201 Shrubs (species) (size) (root) 06. Weigela, Minuet, 3 Gal., CG	5.000 EACH	_____.	_____.
0178	632.9101 Landscape Planting Surveillance and Care Cycles	10.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	20.000 EACH	_____.	_____.
0182	637.2210 Signs Type II Reflective H	231.760 SF	_____.	_____.
0184	638.2102 Moving Signs Type II	3.000 EACH	_____.	_____.
0186	638.2602 Removing Signs Type II	37.000 EACH	_____.	_____.
0188	638.3000 Removing Small Sign Supports	20.000 EACH	_____.	_____.
0190	638.4000 Moving Small Sign Supports	2.000 EACH	_____.	_____.
0192	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0194	643.0300 Traffic Control Drums	6,000.000 DAY	_____.	_____.
0196	643.0410 Traffic Control Barricades Type II	2,200.000 DAY	_____.	_____.
0198	643.0420 Traffic Control Barricades Type III	9,250.000 DAY	_____.	_____.
0200	643.0705 Traffic Control Warning Lights Type A	16,000.000 DAY	_____.	_____.
0202	643.0715 Traffic Control Warning Lights Type C	2,000.000 DAY	_____.	_____.
0204	643.0900 Traffic Control Signs	18,150.000 DAY	_____.	_____.
0206	643.1000 Traffic Control Signs Fixed Message	184.000 SF	_____.	_____.
0208	643.1050 Traffic Control Signs PCMS	60.000 DAY	_____.	_____.
0210	643.3150 Temporary Marking Line Removable Tape 4-Inch	500.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	643.3970 Temporary Marking Removable Mask Out Tape 10-Inch	84.000 LF	_____.	_____.
0214	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0216	644.1410 Temporary Pedestrian Surface Asphalt	1,000.000 SF	_____.	_____.
0218	644.1430 Temporary Pedestrian Surface Plate	2,100.000 SF	_____.	_____.
0220	644.1440 Temporary Pedestrian Surface Matting	1,000.000 SF	_____.	_____.
0222	644.1601 Temporary Pedestrian Curb Ramp	2,050.000 DAY	_____.	_____.
0224	644.1605 Temporary Pedestrian Detectable Warning Field	150.000 SF	_____.	_____.
0226	644.1810 Temporary Pedestrian Barricade	4,300.000 LF	_____.	_____.
0228	646.1020 Marking Line Epoxy 4-Inch	2,800.000 LF	_____.	_____.
0230	646.3020 Marking Line Epoxy 8-Inch	555.000 LF	_____.	_____.
0232	646.5020 Marking Arrow Epoxy	10.000 EACH	_____.	_____.
0234	646.5120 Marking Word Epoxy	3.000 EACH	_____.	_____.
0236	646.6120 Marking Stop Line Epoxy 18-Inch	350.000 LF	_____.	_____.
0238	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,710.000 LF	_____.	_____.
0240	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	78.000 LF	_____.	_____.
0242	646.8320 Marking Parking Stall Epoxy	486.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	646.9000 Marking Removal Line 4-Inch	10.000 LF	_____.	_____.
0246	650.4000 Construction Staking Storm Sewer	54.000 EACH	_____.	_____.
0248	650.4500 Construction Staking Subgrade	1,578.000 LF	_____.	_____.
0250	650.5500 Construction Staking Curb Gutter and Curb & Gutter	301.000 LF	_____.	_____.
0252	650.7000 Construction Staking Concrete Pavement	1,578.000 LF	_____.	_____.
0254	650.8501 Construction Staking Electrical Installations (project) 01. 5990-01-41	1.000 EACH	_____.	_____.
0256	650.9000 Construction Staking Curb Ramps	37.000 EACH	_____.	_____.
0258	650.9500 Construction Staking Sidewalk (project) 01. 5990-01-41	1.000 EACH	_____.	_____.
0260	650.9911 Construction Staking Supplemental Control (project) 01. 5990-01-41	1.000 EACH	_____.	_____.
0262	650.9920 Construction Staking Slope Stakes	1,578.000 LF	_____.	_____.
0264	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	4,130.000 LF	_____.	_____.
0266	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	837.000 LF	_____.	_____.
0268	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	1,069.000 LF	_____.	_____.
0270	652.0700.S Install Conduit into Existing Item	1.000 EACH	_____.	_____.
0272	652.0800 Conduit Loop Detector	1,552.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0274	653.0140 Pull Boxes Steel 24x42-Inch	38.000 EACH	_____.	_____.
0276	653.0900 Adjusting Pull Boxes	6.000 EACH	_____.	_____.
0278	653.0905 Removing Pull Boxes	16.000 EACH	_____.	_____.
0280	654.0101 Concrete Bases Type 1	7.000 EACH	_____.	_____.
0282	654.0102 Concrete Bases Type 2	3.000 EACH	_____.	_____.
0284	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.
0286	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	_____.	_____.
0288	655.0210 Cable Traffic Signal 3-14 AWG	541.000 LF	_____.	_____.
0290	655.0240 Cable Traffic Signal 7-14 AWG	304.000 LF	_____.	_____.
0292	655.0270 Cable Traffic Signal 15-14 AWG	1,527.000 LF	_____.	_____.
0294	655.0305 Cable Type UF 2-12 AWG Grounded	692.000 LF	_____.	_____.
0296	655.0515 Electrical Wire Traffic Signals 10 AWG	2,679.000 LF	_____.	_____.
0298	655.0610 Electrical Wire Lighting 12 AWG	11,023.000 LF	_____.	_____.
0300	655.0615 Electrical Wire Lighting 10 AWG	5,523.000 LF	_____.	_____.
0302	655.0625 Electrical Wire Lighting 6 AWG	8,122.000 LF	_____.	_____.
0304	655.0700 Loop Detector Lead In Cable	2,161.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0306	655.0800 Loop Detector Wire	4,580.000 LF	_____.	_____.
0308	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. 24+30.0, 40.0' RT	1.000 EACH	_____.	_____.
0310	656.0201 Electrical Service Meter Breaker Pedestal (location) 02. 30+21.2, 43.8' RT	1.000 EACH	_____.	_____.
0312	657.0100 Pedestal Bases	8.000 EACH	_____.	_____.
0314	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	3.000 EACH	_____.	_____.
0316	657.0315 Poles Type 4	3.000 EACH	_____.	_____.
0318	657.0405 Traffic Signal Standards Aluminum 3.5-FT	1.000 EACH	_____.	_____.
0320	657.0420 Traffic Signal Standards Aluminum 13-FT	8.000 EACH	_____.	_____.
0322	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	3.000 EACH	_____.	_____.
0324	658.0173 Traffic Signal Face 3S 12-Inch	19.000 EACH	_____.	_____.
0326	658.0416 Pedestrian Signal Face 16-Inch	8.000 EACH	_____.	_____.
0328	658.5070 Signal Mounting Hardware (location) 01. E. Milwaukee St. & Atwood Ave.	1.000 EACH	_____.	_____.
0330	659.1120 Luminaires Utility LED B	3.000 EACH	_____.	_____.
0332	659.2130 Lighting Control Cabinets 120/240 30-Inch	1.000 EACH	_____.	_____.
0334	670.0101 Field System Integrator	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0336	678.0501 Communication System Testing	1.000 EACH	_____.	_____.
0338	690.0150 Sawing Asphalt	967.000 LF	_____.	_____.
0340	690.0250 Sawing Concrete	1,777.000 LF	_____.	_____.
0342	715.0720 Incentive Compressive Strength Concrete Pavement	2,553.000 DOL	1.00000	2,553.00
0344	740.0440 Incentive IRI Ride	1,195.000 DOL	1.00000	1,195.00
0346	999.1501.S Crack and Damage Survey	1.000 EACH	_____.	_____.
0348	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	800.000 HRS	5.00000	4,000.00
0350	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	550.000 HRS	5.00000	2,750.00
0352	SPV.0035 Special 01. Planting Soil Mix	83.000 CY	_____.	_____.
0354	SPV.0035 Special 02. Watermain Granular Backfill Special	1,635.000 CY	_____.	_____.
0356	SPV.0060 Special 01. Manhole Cover Type Special Logo	7.000 EACH	_____.	_____.
0358	SPV.0060 Special 02. Inlet Cover Type H Special Logo	38.000 EACH	_____.	_____.
0360	SPV.0060 Special 03. Inlet Cover Type H Special Logo LP	9.000 EACH	_____.	_____.
0362	SPV.0060 Special 04. Reconnect Storm Sewer Laterals	14.000 EACH	_____.	_____.
0364	SPV.0060 Special 05. Remove Light Pole Assembly	18.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0366	SPV.0060 Special 06. Remove & Salvage LED Street Light Fixture	18.000 EACH	_____.	_____.
0368	SPV.0060 Special 07. Decorative Mast Arm Lighting Unit	11.000 EACH	_____.	_____.
0370	SPV.0060 Special 08. Decorative Pole Top Lighting Unit	9.000 EACH	_____.	_____.
0372	SPV.0060 Special 09. Concrete Base Type 3 Special	11.000 EACH	_____.	_____.
0374	SPV.0060 Special 10. Concrete Base Type 5 Special	9.000 EACH	_____.	_____.
0376	SPV.0060 Special 11. V-Loc Post Anchor VS1-P	4.000 EACH	_____.	_____.
0378	SPV.0060 Special 12. V-Loc Post Anchor VS2	13.000 EACH	_____.	_____.
0380	SPV.0060 Special 13. V-Loc Post Anchor VS3	3.000 EACH	_____.	_____.
0382	SPV.0060 Special 14. Temporary Storm Sewer Connection	5.000 EACH	_____.	_____.
0384	SPV.0060 Special 15. Concrete Pipe Support	4.000 EACH	_____.	_____.
0386	SPV.0060 Special 16. Utility Line Opening (ULO)	17.000 EACH	_____.	_____.
0388	SPV.0060 Special 17. Tree Grate	9.000 EACH	_____.	_____.
0390	SPV.0060 Special 18. Round Concrete Planter 36-Inch x 30-Inch	6.000 EACH	_____.	_____.
0392	SPV.0060 Special 19. Round Concrete Planter 30-Inch x 30-Inch	6.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0394	SPV.0060 Special 20. Perennials, Bluestar, Blue Ice, 1 Gal., CG	22.000 EACH	_____.	_____.
0396	SPV.0060 Special 21. Perennials, Lilyturf, Big Blue, 1 Gal., CG	8.000 EACH	_____.	_____.
0398	SPV.0060 Special 22. Perennials, Moss Phlox, Drummond's Pink, 4" Pot, CG	19.000 EACH	_____.	_____.
0400	SPV.0060 Special 23. Perennials, Moss Phlox, Snowflake, 4" Pot, CG	21.000 EACH	_____.	_____.
0402	SPV.0060 Special 24. Perennials, Switchgrass, Shenandoah, 1 Gal., CG	14.000 EACH	_____.	_____.
0404	SPV.0060 Special 25. Perennials, Little Bluestem, 1 Gal., CG	12.000 EACH	_____.	_____.
0406	SPV.0060 Special 26. Adjusting Storm Sewer Clean Out	1.000 EACH	_____.	_____.
0408	SPV.0060 Special 27. Watermain Offset 6-Inch	5.000 EACH	_____.	_____.
0410	SPV.0060 Special 28. Watermain Offset 12-Inch	8.000 EACH	_____.	_____.
0412	SPV.0060 Special 29. New Hydrant and Gate Valve With Valve Box	3.000 EACH	_____.	_____.
0414	SPV.0060 Special 30. Gate Valve With Valve Box, 6-Inch	2.000 EACH	_____.	_____.
0416	SPV.0060 Special 31. Gate Valve With Valve Box, 8-Inch	4.000 EACH	_____.	_____.
0418	SPV.0060 Special 32. Gate Valve With Valve Box, 12-Inch	5.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0420	SPV.0060 Special 33. Water Service Replacement Short	1.000 EACH	_____.	_____.
0422	SPV.0060 Special 34. Water Service Replacement Long	13.000 EACH	_____.	_____.
0424	SPV.0060 Special 35. Abandon Inactive Service	11.000 EACH	_____.	_____.
0426	SPV.0060 Special 36. Bench, 6-Foot, Backed	2.000 EACH	_____.	_____.
0428	SPV.0060 Special 37. Bicycle Rack	4.000 EACH	_____.	_____.
0430	SPV.0060 Special 38. Bench, 6-Foot, Backless	4.000 EACH	_____.	_____.
0432	SPV.0060 Special 39. Trash Receptacle	5.000 EACH	_____.	_____.
0434	SPV.0060 Special 40. Traffic Signal Cabinet & Controller (E. Milwaukee St. & Atwood Ave.)	1.000 EACH	_____.	_____.
0436	SPV.0060 Special 41. Audible-Tactile Pedestrian Push Button Unit	9.000 EACH	_____.	_____.
0438	SPV.0060 Special 42. Remove & Salvage Traffic Signal Equipment (E. Milwaukee St. & Main St.)	1.000 EACH	_____.	_____.
0440	SPV.0060 Special 43. Remove & Salvage Traffic Signal Equipment (E. Milwaukee St. & Parker Dr.)	1.000 EACH	_____.	_____.
0442	SPV.0060 Special 44. Remove & Salvage Traffic Signal Equipment (E. Milwaukee St. & Atwood Ave.)	1.000 EACH	_____.	_____.
0444	SPV.0060 Special 45. Traffic Signal EVP Detector System	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0446	SPV.0060 Special 46. Remove, Salvage, & Reinstall EVP Equipment (E. Milwaukee St. & Atwood Ave.)	3.000 EACH	_____.	_____.
0448	SPV.0060 Special 47. Install City Supplied Street Name Sign	8.000 EACH	_____.	_____.
0450	SPV.0060 Special 48. Remove, Salvage and Resetting Decorative Stone	1.000 EACH	_____.	_____.
0452	SPV.0060 Special 49. Locate and Reference Property Corners	15.000 EACH	_____.	_____.
0454	SPV.0060 Special 50. Reset Property Corners	15.000 EACH	_____.	_____.
0456	SPV.0060 Special 51. Abandon Existing Watermain	1.000 EACH	_____.	_____.
0458	SPV.0060 Special 52. Construction Staking Watermain	1.000 EACH	_____.	_____.
0460	SPV.0090 Special 01. Concrete Curb & Gutter 30-Inch Type K Special (4-Inch Curb Head Height)	46.000 LF	_____.	_____.
0462	SPV.0090 Special 02. Concrete Curb & Gutter 30-Inch Type K Special (2-Inch Curb Head Height)	10.000 LF	_____.	_____.
0464	SPV.0090 Special 03. Concrete Planter Wall 8-Inch	96.000 LF	_____.	_____.
0466	SPV.0090 Special 04. Concrete Planter Wall 12-Inch	187.000 LF	_____.	_____.
0468	SPV.0090 Special 05. Concrete Sloped Curb Special	222.000 LF	_____.	_____.
0470	SPV.0090 Special 06. Ductile Iron Watermain 6-Inch	278.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110009 Project(s): 5990-01-41, 5990-01-42

Federal ID(s): WISC 2023143, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0472	SPV.0090 Special 07. Ductile Iron Watermain 8-Inch	267.000 LF	_____.	_____.
0474	SPV.0090 Special 08. Ductile Iron Watermain 12-Inch	1,415.000 LF	_____.	_____.
0476	SPV.0165 Special 01. Concrete Sidewalk 5-Inch, Colored, Dark Gold	4,665.000 SF	_____.	_____.
0478	SPV.0165 Special 02. Concrete Sidewalk 6-Inch, Colored, Dark Gold	370.000 SF	_____.	_____.
0480	SPV.0165 Special 03. Abandoned Vault Removal Masonry, Depth To 5'	50.000 SF	_____.	_____.
0482	SPV.0165 Special 04. Abandoned Vault Removal Masonry, Depth Over 5'	25.000 SF	_____.	_____.
0484	SPV.0165 Special 05. Abandoned Vault Removal Reinforced Concrete 0"-10", Depth To 5'	50.000 SF	_____.	_____.
0486	SPV.0165 Special 06. Abandoned Vault Removal Reinforced Concrete 0"-10", Depth Over 5'	25.000 SF	_____.	_____.
0488	SPV.0165 Special 07. Abandoned Vault Removal Reinforced Concrete 10"+, Depth To 5'	25.000 SF	_____.	_____.
0490	SPV.0165 Special 08. Abandoned Vault Removal Reinforced Concrete 10"+, Depth Over 5'	25.000 SF	_____.	_____.
0492	SPV.0180 Special 01. Shredded Hardwood Bark Mulch	151.320 SY	_____.	_____.
0494	SPV.0180 Special 02. Gravel Mulch	27.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

January 4, 2023

**Division of Transportation Systems
Development**

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of January 10, 2023

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 02 – 23, 26 – 29, 31 – 34, 36, and 39 – 44; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposals 15 and 34. These wage rates are effective for all proposals they are included in in the January 10, 2023, letting. The updated wage rates are dated December 16, 2022, and are effective on or after December 26, 2022.

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: WI20220010 12/16/2022

Superseded General Decision Number: WI20210010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date
 0 01/07/2022

- 1 01/21/2022
- 2 02/04/2022
- 3 02/25/2022
- 4 03/11/2022
- 5 03/18/2022
- 6 04/29/2022
- 7 05/13/2022
- 8 06/17/2022
- 9 07/08/2022
- 10 07/22/2022
- 11 07/29/2022
- 12 08/12/2022
- 13 09/16/2022
- 14 10/14/2022
- 15 12/16/2022

BRWI0001-002 06/01/2021

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.81	25.17

BRWI0002-002 06/01/2021

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.35	23.89

BRWI0002-005 06/01/2021

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.73	24.15

BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0004-002 06/01/2021

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.30	26.03

BRWI0006-002 06/01/2021

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.78	24.20

BRWI0007-002 06/01/2021

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.38	25.31

BRWI0008-002 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.38	24.64

BRWI0011-002 06/01/2021

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0019-002 06/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 36.31	25.67

BRWI0034-002 06/01/2021

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.53	25.16

CARP0068-011 05/02/2022

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

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON

COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

 * CARP0310-002 06/05/2022

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon,
 Oneida, Shawano, Taylor and Vilas

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

 * CARP0314-001 06/05/2022

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson,
 Lafayette, Richland, Rock, Sauk and Walworth

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

 * CARP0731-002 06/05/2022

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc
 and Sheboygan

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

 * CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

 * CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake,
 Marquette, Outagamie and Winnebago

Rates	Fringes
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CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

* CARP1056-002 06/05/2022

Rates Fringes

MILLWRIGHT.....	\$ 38.00	26.78
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* CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

Rates Fringes

CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

* CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

Rates Fringes

CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

* CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

Rates Fringes

CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

Rates Fringes

PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 05/29/2022

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

Electricians:.....\$ 38.49 22.09

ELEC0014-007 05/29/2022

REMAINING COUNTIES

Rates Fringes

Teledata System Installer.....\$ 29.63 3%+16.18
Installer/Technician.....\$ 28.50 15.92

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2021

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 43.16 30%+12.70

ELEC0158-002 05/30/2021

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

Rates Fringes

ELECTRICIAN.....\$ 36.14 29.75%+10.26

ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 43.38 23.13

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

Electricians:
Electrical contracts over

\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 05/30/2021

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.22	26%+11.24

ELEC0430-002 06/01/2022

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 45.02	24.35

ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0494-013 06/01/2021

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

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 32.49	20.26

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

 ELEC0577-003 06/01/2021

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.66	29.50%+10.00

 ELEC0890-003 06/01/2021

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

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

 ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

 ENGI0139-005 06/01/2022

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 43.27	25.95
Group 2.....	\$ 42.77	25.95
Group 3.....	\$ 42.27	25.95

Group 4.....	\$ 42.01	25.95
Group 5.....	\$ 41.72	25.95
Group 6.....	\$ 35.82	25.95

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour
 EPA Level "B" protection - \$2.00 per hour
 EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.00	28.95

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

IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

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

IRON0383-001 06/05/2022

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.00	28.58

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 05/01/2022

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

	Rates	Fringes
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IRONWORKER.....	\$ 41.00	33.11
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IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11

LAB00113-002 06/01/2022

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.65	23.09
Group 2.....	\$ 32.80	23.09
Group 3.....	\$ 33.00	23.09
Group 4.....	\$ 33.15	23.09
Group 5.....	\$ 33.30	23.09
Group 6.....	\$ 29.14	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2022

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.90	23.09
Group 2.....	\$ 32.00	23.09
Group 3.....	\$ 32.05	23.09
Group 4.....	\$ 32.25	23.09
Group 5.....	\$ 32.10	23.09
Group 6.....	\$ 28.99	23.09

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2022

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.71	23.09
Group 2.....	\$ 31.86	23.09
Group 3.....	\$ 32.06	23.09
Group 4.....	\$ 32.03	23.09
Group 5.....	\$ 32.36	23.09
Group 6.....	\$ 28.85	23.09

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2022

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.42	18.68
Group 2.....	\$ 36.52	18.68
Group 3.....	\$ 36.57	18.68
Group 4.....	\$ 36.77	18.68
Group 5.....	\$ 36.62	18.68
Group 6.....	\$ 33.05	18.68

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2022

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.70	18.68
Group 2.....	\$ 36.80	18.68
Group 3.....	\$ 36.85	18.68
Group 4.....	\$ 37.05	18.68
Group 5.....	\$ 36.90	18.68
Group 6.....	\$ 33.05	18.68

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;

Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2022

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

Rates Fringes

Painters:

New:

Brush, Roller.....\$ 33.99 22.70
Spray, Sandblast, Steel....\$ 34.59 22.70

Repaint:

Brush, Roller.....\$ 33.09 22.70
Spray, Sandblast, Steel....\$ 32.49 22.70

PAIN0108-002 06/01/2022

RACINE COUNTY

Rates Fringes

Painters:

Brush, Roller.....\$ 39.60 21.79
Spray & Sandblast.....\$ 40.60 21.79

PAIN0259-002 05/01/2008

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

Rates Fringes

PAINTER.....\$ 24.11 12.15

PAIN0259-004 05/01/2015

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

Rates Fringes

PAINTER.....\$ 22.03 12.45

PAIN0781-002 06/01/2022

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Painters:

Bridge.....	\$ 38.15	24.80
Brush.....	\$ 37.40	24.80
Spray & Sandblast.....	\$ 38.15	24.80

PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER

Brush.....	\$ 29.98	18.78
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

* PAIN0802-003 06/01/2022

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

PAINTER.....	\$ 34.68	18.94
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PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

Rates Fringes

Painters:

Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

PAIN1011-002 06/06/2021

FLORENCE COUNTY

Rates Fringes

Painters:.....	\$ 26.71	14.38
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PLAS0599-010 06/01/2021

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81

WELL DRILLER.....	\$ 16.52	3.70

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

 WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: WI20220008 12/16/2022

Superseded General Decision Number: WI20210008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022

2	02/04/2022
3	02/25/2022
4	03/11/2022
5	03/18/2022
6	04/29/2022
7	06/17/2022
8	07/08/2022
9	07/15/2022
10	07/29/2022
11	08/05/2022
12	08/12/2022
13	09/16/2022
14	10/14/2022
15	12/16/2022

BRWI0001-002 06/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 36.81	25.17

BRWI0002-002 06/01/2021

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.35	23.89

BRWI0002-005 06/01/2021

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.73	24.15

BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0004-002 06/01/2021

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.30	26.03

BRWI0006-002 06/01/2021

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.78	24.20

BRWI0007-002 06/01/2021		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.38	25.31

BRWI0008-002 06/01/2021		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.38	24.64

BRWI0009-001 06/01/2021		

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0011-002 06/01/2021		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0013-002 06/01/2021		

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.53	25.16

BRWI0019-002 06/01/2021		

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

	Rates	Fringes
BRICKLAYER.....	\$ 36.31	25.67

BRWI0021-002 06/01/2021		

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.75	25.92

BRWI0034-002 06/01/2021		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.53	25.16

CARP0068-011 05/02/2022		

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

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0264-003 06/01/2016		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

* CARP0310-002 06/05/2022		

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon, Oneida, Shawano, Taylor and Vilas

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

* CARP0314-001 06/05/2022		

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Walworth

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

* CARP0731-002 06/05/2022		

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc

and Sheboygan

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

* CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

* CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake, Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

* CARP1056-002 06/05/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 38.00	26.78

* CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

* CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

* CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

CARP2337-003 06/01/2019

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ELEC0014-002 05/29/2022

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.49	22.09

ELEC0127-002 06/01/2021

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 43.16	30%+12.70

ELEC0158-002 05/30/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 05/30/2021		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.22	26%+11.24

ELEC0430-002 06/01/2022		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 45.02	24.35

ELEC0494-005 06/01/2021		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0577-003 06/01/2021		

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.66	29.50%+10.00

ELEC0890-003 06/01/2021		

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

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

ENGI0139-003 06/06/2022		

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 45.22	24.85
Group 2.....	\$ 43.97	24.85
Group 3.....	\$ 41.57	24.85
Group 4.....	\$ 41.04	24.85
Group 5.....	\$ 38.97	24.85
Group 6.....	\$ 37.44	24.85

HAZARDOUS WASTE PREMIUMS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENGI0139-007 06/05/2022

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 43.54	24.85
Group 2.....	\$ 42.76	24.85
Group 3.....	\$ 41.81	24.85
Group 4.....	\$ 40.76	24.85
Group 5.....	\$ 39.36	24.85

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour

EPA Level "B" Protection: \$2.00 per hour

EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator; Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (145 or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.00	28.95

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

IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

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

IRON0383-001 06/05/2022

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.00	28.58

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 05/01/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11

LABO0113-004 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 17.62	21.98
Group 2.....	\$ 19.89	21.98
Group 3.....	\$ 23.43	21.98
Group 4.....	\$ 32.80	21.98
Group 5.....	\$ 32.94	21.98
Group 6.....	\$ 33.00	21.98
Group 7.....	\$ 36.85	21.98
Group 8.....	\$ 39.67	21.98
Group 9.....	\$ 40.31	21.98

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;
Pipe Layer; Rock Driller and Joint Man; Timber Man and
Concrete Brusher; Bracer in Trench Behind Machine & Tight
Sheeting; Concrete Formsetter and Shoveler; Jackhammer
Operator

GROUP 9: Blaster

LABO0113-005 06/06/2022

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 24.29	21.98
Group 2.....	\$ 30.22	21.98

Group 3.....	\$ 34.42	21.98
Group 4.....	\$ 36.19	21.98

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 23.43	21.98
Group 2.....	\$ 32.94	21.98
Group 3.....	\$ 33.00	21.98
Group 4.....	\$ 36.98	21.98
Group 5.....	\$ 36.99	21.98
Group 6.....	\$ 39.67	21.98
Group 7.....	\$ 40.31	21.98

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

* LAB00113-009 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

Rates Fringes

Laborers: (Tunnel -

*COMPRESSED AIR 0 - 15 lbs.)

Group 1.....	\$ 23.43	21.98
Group 2.....	\$ 32.94	21.98
Group 3.....	\$ 37.39	21.98
Group 4.....	\$ 38.19	21.98
Group 5.....	\$ 38.31	21.98
Group 6.....	\$ 41.01	21.98
Group 7.....	\$ 41.63	21.98

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

*Compressed Air 15 - 30 lbs add \$2.00 to all classifications

*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/06/2022

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMPPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

LABORER (SEWER & WATER)

Group 1.....	\$ 31.48	18.68
Group 2.....	\$ 33.33	18.68
Group 3.....	\$ 33.53	18.68
Group 4.....	\$ 34.28	18.68

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/06/2022

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.38	18.68
Group 2.....	\$ 33.58	18.68
Group 3.....	\$ 33.78	18.68
Group 4.....	\$ 34.53	18.68

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/06/2022

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 31.17	18.68
Group 2.....	\$ 33.23	18.68
Group 3.....	\$ 33.43	18.68
Group 4.....	\$ 34.18	18.68

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-010 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
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TRUCK DRIVER

1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81

WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

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

Union Rate Identifiers

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

2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

