

HIGHWAY WORK PROPOSAL

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

Proposal Number: **015**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Walworth	3325-06-71	WISC 2023148	Walworth - Elkhorn; Geneva St To Glenwood Dr	STH 067
Walworth	3325-06-72	N/A	Walworth - Elkhorn; Geneva St To Glenwood Dr	STH 067

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
Contract Completion Time June 30, 2023	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 3%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Mill, Grade, Sanitary Sewer, Water Main, Storm Sewer, Culvert Pipe, Base, Concrete Pavement, Asphalt Pavement, Curb & Gutter, Sidewalk, Signing, Rectangular Rapid Flashing Beacon System, 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 Projects 3325-06-71, Elkhorn Road, E. Geneva Street to Glenwood Drive, STH 67; and 3325-06-72, Elkhorn Road, E. Geneva Street to Glenwood Drive, STH 67, both located in Walworth 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 removal, grading, HMA pavement, concrete curb and gutter, concrete driveway, cross culverts, permanent signs, storm sewer laterals, sanitary sewer, water main, sidewalk extension, and pavement marking and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

The Notice to Proceed will be issued such that work shall start no later than March 1, 2023, unless otherwise approved by the engineer.

Contractor Coordination

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

Conduct and attend weekly scheduling meetings to discuss the near-term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three-week schedule identifying the previous week worked and a two-week "look ahead." Provide sufficient detail to include actual and planned activities and all the subcontractors for off-site and construction activities, addressing all activities to be performed and identifying issues requiring engineering action or input. The contractor's superintendent or representative and designated materials representative shall attend. Subcontractors shall be in attendance at the weekly progress meetings if identified on the two-week "look ahead."

Construct one cross culvert at a time. Complete all layers of hot mix asphalt (HMA) pavement as detailed in the plans at culvert replacements and open roadway to local traffic prior to starting work on next culvert replacement. Complete culvert replacement and open roadway to local traffic within two days after closing STH 67 to all traffic. Construct culvert located at Station 591+20 prior to March 15, 2023, or after June 1, 2023.

Do not remove from service residential or commercial driveways without sufficient notice given to tenants and/or property owners. Sufficient notice is defined as contacting 48 hours prior to removing a driveway from service. Work on the approach of driveways that are wider than 20 feet shall be staged to maintain access to the residential or commercial properties that have only one access. Close only one driveway at a time on the properties that have multiple driveways. If the contractor wishes to make other arrangements regarding driveway maintenance, these arrangements shall be agreed to in writing and signed by the prime contractor and property owner of the affected driveway. Provide a copy of the signed written agreement to the engineer.

Construct First National Bank and Trust Company's (120 Elkhorn Road) drive through and parking lot driveways and impacted portion of the parking on one or two weekends (from Friday 6:00 PM until Monday 8:00 AM) so that the driveways and parking lot are available for use by 8:00 AM on Monday morning. Provide gravel or other hard surface on southbound lanes of Elkhorn Road so that people exiting from the drive-through lane can U-turn to access the parking lot from the drive-through lane during normal business hours.

Be advised that there may be multiple mobilizations for items such as traffic control, pavement marking, erosion control, topsoil, seeding and sodding, mulching, fertilizer, drainage items, clearing and grubbing, and other incidental items to complete the work under this contract. No additional payment will be made by the department for additional mobilizations.

Comply with all local ordinances that apply to work operations, including those pertaining to working during nighttime work hours. Any ordinance variance issued by the municipality or required permits shall be furnished to the engineer by the contractor, in writing, three working days before performing such work.

Submit all traffic control change requests to the engineer at least seven days prior to an actual traffic control change. A request does not constitute approval. Provide 14-day look ahead schedule to the engineer.

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the Pre-Construction Conference.

Contact the United States Postal Service postmaster one week prior to beginning construction operations. Provide, as needed, temporary mailboxes for residents and businesses within the project corridor. Coordinate with the post office located at 128 North Walworth Avenue, Williams Bay, WI 53191; Tel: (262) 245-5183. Cost of providing temporary mailboxes is included with the project.

The contractor is advised that some trees, signs, fences, and retaining walls within the Temporary Limited Easement (TLE) shown on the plans are to remain. Do not remove them without the approval of the engineer and without contacting the property owner.

Maintain pedestrian access on at least one side of STH 67 and provide east-west pedestrian crossing as shown on the plans during construction. See pedestrian traffic control plan for details.

Construct curb ramp and driveway according to the information provided on the plans. Some curb ramps and driveways may not meet the current Standard Detail Drawing (SDD) standard.

Complete the grading and restoration for new ditches when they are dry. Concurrent grading and restoration operations might be necessary to achieve it.

At locations that vehicular traffic and access will be maintained, provide temporary means to prevent grade differences greater than 2 inches between milled surfaces and existing or newly paved surfaces (both longitudinal and transverse) and temporary means to accommodate traffic across staged construction of pavement. Bridge vertical differences using slopes of 12:1 or greater through milling of existing HMA pavement, through temporary asphalt wedging, through the use of wedge/tapered joint as part of mainline HMA paving, or through other means as approved by the engineer. Work to remove temporary pavements or to remove longitudinal wedge/tapered joints to be paid for as removing asphaltic surface butt joints. Temporary asphalt wedging placed separately from mainline HMA paving operations to be paid for as asphaltic surface temporary.

WisDOT has signals on the STH 67 and I-43 southbound exit and entrance ramp terminal, which is part of the detour route and may require timing changes. Contact WisDOT Signals Operation at (414) 750-2605 at least five days prior to implementing the detour route.

Interim Completion and Liquidated Damages – Elkhorn Road (STH 67)/Geneva Street to Stark Street/Sanitary Sewer, Watermain, Pavement Replacement, and Cross Culverts: Thursday, May 25, 2023.

Complete construction operations on Elkhorn Road (STH 67) from Geneva Street to Stark Street (Station 565+67 to Station 585+00) and within the locations of three cross culverts (Stations 591+20, 595+19, and 601+58) to the stage necessary to reopen it to through traffic by May 25, 2023. Do not reopen until completing the following work: Sanitary sewer, water main, storm sewer, pavement replacement, mill and overlay, concrete curb and gutter, sidewalk, driveways, three cross-culverts, pavement marking, signing, and finishing work.

If the contractor fails to complete the work necessary to reopen Elkhorn Road (STH 67) from Geneva Street to Stark Street to traffic by May 25, 2023, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on May 26, 2023. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec108.11.

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

Fish Spawning

There shall be no instream disturbance of the unknown stream at Station 591+20 as a result of construction activity under or for this contract, from March 15 to June 1 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish species.

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

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern long-eared bats (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.

Selected Site and Commercial Non-Metallic Mines

The department's select site process must be adhered to for clean fill or any other material that leaves the work site. The WDNR liaison will review all proposed select sites and a site visit may be required. Filling of wetlands, waterways, or floodplain is not allowed under the select site process, unless the site owner obtains required permits. No new impermeable surfaces can be left at a select site (including gravel roads or pads) unless the site owner obtains required permits. Contaminated materials leaving the site need to adhere to the Hazardous Material Management Plan.

Use of Commercial Non-Metallic Mines must accompany documentation that such mines have received all applicable local, state, and federal permits before being used on the project, including local non-metallic mining reclamation permits and applicable WPDES permits as issued by the WDNR.

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and as described herein.

Stage 1: March 1, 2023 to May 25, 2023

Detour northbound and southbound STH 67 traffic as shown in the detour plans. Prior to closing northbound and southbound STH 67 to through traffic from East Geneva Street to Glenwood Drive, implement the detour route as shown on the plans. Maintain local traffic on Elkhorn Road at all times or as directed by the engineer.

Construct pavement replacement, concrete curb and gutter, sidewalk, sanitary sewer, water main, storm sewer laterals, and structures along STH 67 from East Geneva Street to Stark Street.

Construct culverts at Stations 591+20, 595+19, and 601+58. Close STH 67 to all traffic at the nearest sideroad or driveway to the culvert construction. Perform a separate road closure for each culvert construction.

Maintain pedestrian accommodation on one side of Elkhorn Road at all times.

Stage 2: May 26, 2023 to June 30, 2023

Open northbound and southbound STH 67 to all traffic. Complete the remaining resurfacing, shoulder, pavement marking, and signing works from Stark Street to Glenwood Drive under traffic while performing flagging.

Construct pavement resurfacing and shoulder along STH 67 from Stark Street to Glenwood Drive.

4. Traffic.

General

Keep Elkhorn Road (STH 67), where this project is located, open to all traffic from May 26, 2023, to June 30, 2023. Conduct construction operations in a manner that will cause the least interference to traffic movements, business, and residential access adjacent and within the construction areas.

Utilize flaggers, signs, barricades, and drums as necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

Do not park or store equipment, vehicles, or construction materials within the clear zone (2 feet from the face of curb) on any roadway carrying traffic during non-working hours, except at locations and periods of time approved by the engineer.

Install traffic control signs Portable Changeable Message Signs (PCMS) in advance of starting work and implementing detours.

Maintain emergency vehicular access at all times to all roadways located along Elkhorn Road (STH 67).

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying Elkhorn Road (STH 67) traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 26, 2023 to 6:00 AM Tuesday, May 30, 2023 for Memorial Day;
- From noon Friday, June 30, 2023 to 6:00 AM Wednesday, July 5, 2023 for Independence Day.

stp-107-005 (20210113)

6. Utilities.

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

stp-107-065 (20080501)

Additional information regarding recently relocated utility facilities may be available on permits issued to the utility companies. These permits can be viewed at the WisDOT Office–Waukesha during normal working hours. Contact the Utility Coordinator Rabi Bista at 262-548-5690 for further information.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to maintain the integrity of underground facilities and code clearances from overhead facilities at all times.

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 notices of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed, and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility no less than three working days before the site will be ready for the utility to begin its work.

Contact each utility company listed in the plans, prior to preparing bids, to obtain current information on the status of existing and any new utility relocation work.

There may be discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner or representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Project 3325-06-71

The following utility companies have facilities within the project area:

Alliant Energy has facilities within the project limits. No facilities need to be moved. However, Alliant Energy requests to install two 5-inch conduits under the road while it is open for construction. The Village of Williams Bay has expressed interest in possible future conversion to underground, so adding conduits now would avoid having to re-cut the road surface in the near future. The conduit installation is anticipated to take one day assuming the road is already cut open and Alliant just needs to place the conduit into the open trench.

AT&T Wisconsin has underground and overhead communication facilities parallel and cross STH 67 within the project limits.

AT&T Wisconsin will complete the following work during construction:

- At Station 570+50, at Inlet 3, move existing conduit 3 feet east.
- At Station 574+50, at Inlet 12, move existing conduit 2 feet east.
- At Station 572+00, at Inlets 6 and 6.1, move existing conduit 3 feet east.

Work at each location will take approximately three days each. Anticipated total number of days to complete the move is nine days (three days at each location).

Village of Williams Bay has sanitary sewer facilities within the project limits. Remove and replace, reconnect, connect, relay, install, televise, abandon, construct stake sanitary sewer facilities as shown in the plans and in the bid items for this project.

Village of Williams Bay has water facilities within the project limits. Remove and salvage, relocate, install, abandon, drill, connect, construction stake water main facilities as shown in the plans and in the bid items for this project.

The following utility companies have facilities within the project area; however, no adjustments or conflicts are anticipated:

ATC Management Inc.

Spectrum

We Energies has gas facilities within the project limits. Relocation is not required. Relocation plans were determined based on cross sections shown on project plans. The road contractor shall inform We Energies of the change in plans and work to resolve the conflict in an agreeable manner.

Project 3325-06-72

Utility coordination is done under Project 3325-06-71.

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

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

stp-105-001 (20140630)

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Tim McElmeel at (262) 548-6458.

stp-107-054 (20210708)

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Diego Silva, P.E. at (262) 548-6433. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

10. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

11. Archaeological Site

47WL29/BWL-0086 (Baker Bird Effigy) uncatalogued, exempt, site is located approximately Station 566+85 to Station 629+35 LT/RT within the project limits.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities beyond the existing slope intercept. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

47WL14 (Axel Johnson) site is located approximately Station 566+85 to Station 629+35 LT/RT within the project limits.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities beyond the existing backslope intercept. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

47WL19 (Palm) site is located approximately Station 566+85 to Station 629+35 LT/RT within the project limits.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

stp-107-220 (20180628)

12. 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 8:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

13. Notice to Contractor–Work in Waterways.

No in-water construction is allowed between March 15 and June 1. All in-water construction shall be accomplished under “dead water” conditions. Maintain stream flow such that fish passage is not interrupted during culvert installations.

14. Notice to Contractor- Seed Water

Seed water shall be provided according to the standard specification. Seed water implementation plan shall be developed by the contractor and approved by the engineer.

15. Environmental Protection and Erosion Control.

Supplement standard spec 107.18 with the following:

Construction materials and debris, including fuels, oil, and other liquid substances, shall not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at (800) 943-0003.

When performing concrete or asphalt sawcutting operations, the slurry shall be squeegeed off to the shoulder gravel or shoveled into the gravel behind curbs before advancing to next cut location and not allowed into storm sewers, ditches, waterways or wetlands.

Supplement standard spec 107.20 with the following:

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

Provide the ECIP 14 days before the pre-construction conference. Provide one copy of the ECIP to the department and one copy of the ECIP to the WDNR Liaison Craig Webster, (262) 574-2141, craig.webster@wisconsin.gov. Do not implement the ECIP until department approval and perform all work conforming to the approved ECIP.

Maintain erosion control BMPs until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

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

Re-apply topsoil on graded areas, as designated by the engineer, within a timeframe acceptable to the engineer after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within five days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch within four days.

Do not allow excavation for structures, utilities, grading, and maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Before each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, conforming to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection.

Protect and restore all disturbed areas adequately as soon as feasible. Any disturbed area that will not be "re-worked" for 14 days or more shall be temporary seeded and mulched within four days after disturbance to prevent off-site erosion. The project team may identify 'sensitive' areas in the field that require additional temporary stabilization to protect resources from being contaminated by sediment-laden water discharging from the work site. Any "release" of sediment-laden water from the work site that enters a wetland or waterway shall be reported to the WDNR liaison within 24 hours.

If dewatering is required for any reason, the water must be pumped into a properly selected and sized dewatering basin before the clean/filtered water is allowed to enter any waterway or wetland. The basin must remove suspended solids and contaminants to the maximum extent practicable. A properly designed and constructed dewatering basin must take into consideration maximum pumping volume (gallons per minute or cubic feet per second) and the sedimentation rate for soils to be encountered. Do not house any dewatering technique in a wetland or floodplain.

16. Material and Equipment Staging.

Submit a map showing all proposed material stockpile and equipment storage locations to the engineer 14 calendar days before either the preconstruction conference or proposed use, whichever comes first. Identify the purpose; length, width, and height; and duration of material stockpile or equipment storage at each location.

Material stockpiles and equipment storage on Elkhorn Road (STH 67) northbound and southbound between Geneva Street and Stark Street is limited to a height of 5 feet and 14 calendar days unless the engineer approves otherwise in writing.

Material stockpiles and equipment storage on Elkhorn Road (STH 67) northbound and southbound between Stark Street and Glenwood Drive is limited to a height of 10 feet and 14 calendar days, unless the engineer approves otherwise in writing

Material stockpiles and equipment storage on any sideroads between Geneva Street and Glenwood Drive are not allowed unless the engineer approves otherwise in writing.

SER-107-011 (20181019)

17. Maintaining Drainage.

Maintain drainage at and through worksite during construction according to standard spec 204, 205, and 520.

Use existing storm sewer, temporary inlets, temporary storm sewer pipe, concrete collar, existing drainage channels, or temporary drainage channels or as directed by the engineer to maintain existing surface and pipe drainage. The cost of all work and materials associated is included with the work to maintain drainage, including, but not limited to, temporary pipe, concrete collar, and temporary inlet installation and removal.

Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pump is considered incidental to the project.

Temporary Stream Channel or Culvert

If a temporary channel or bypass pumping is needed for wet culvert construction, the temporary waterway or roadside drainage channel should be lined with reinforced plastic or other non-erodible material and weighted down with clean stone. A temporary channel or culvert must be capable of carrying all stream or roadside water flows during the construction period and must maintain a suitable depth and velocity to allow the passage of migrating fish and aquatic species. Fish that become stranded in dewatered areas or temporary channels should be captured and returned to the active channel immediately. Bypass pumping operation shall use steel road plate, stacked sandbags wrapped in plastic or non-erodible equivalent. Cost for bypass pumping is incidental to the project

Dewatering (Mechanical Pumping) for Bypass Water (Sediment-Free) Operations

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

Dewatering (Mechanical Pumping) for treatment Water (Sediment-Laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Refer to article Environmental Protection and Erosion Control in these special provisions for additional requirements.

Refer to the dewatering guidelines of WisDNR Storm Water Management Technical Standards, Code #1061, "Dewatering". This document can be found at the WisDNR website:
http://dnr.wi.gov/topic/stormwater/documents/Dewatering_1061.pdf

Dewatering shall be placed in upland vegetated site or on interface of roadway or shoulder. The cost of all work and materials associated with temporary stream channel or culvert, bypass pumping, water treatment and/or dewatering for the work other than sanitary and water main related work is incidental to the project.

18. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

19. Adjusting Manhole Covers, Item 611.8110.

This special provision describes adjusting manhole covers conforming to standard spec 611 as modified in this special provision.

Adjust manhole covers located in pavement areas in two separate operations. Initially, remove designated manhole covers along with sufficient pavement to permit installation of temporary cover plate over the opening. Fill the excavated area with asphaltic pavement mixture, which shall remain in place until contract milling and paving operations permit setting the manhole frames to grade. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

Supplement standard spec 611.3.7 with the following:

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 5/8 inches, reset the manhole frame to the correct plane and elevation. If this average is 5/8 inches or less but greater than 3/8 inches, the manhole frame shall be allowed to remain in place but shall be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.

stp-611-005 (20200629)

20. Pipe Grates, Item 611.9800.S.

A Description

This special provision describes providing pipe grates on the ends of pipes.

B Materials

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged according to the requirements of AASHTO M36M.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	EACH

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

stp-611-010 (20030820)

21. Topsoil and Salvaged Topsoil.

Add the following to standard spec 625.2:

- (3) Furnish material that is relatively free from large roots, sticks, weeds, brush, stones, litter, and waste products.
- (4) Do not use surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation. Ensure that the material conforms to the following:

Topsoil Requirements	Minimum Range	Maximum Range
pH	6.0	8.0
Organic Matter*	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand and Gravel	10%	70%

*Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C).

Replace standard spec 625.2.2 (3) with the following:

- (3) Ensure that for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

SER-625-001 (20210825)

22. Silt Fence Heavy Duty, Item 628.1530.S; Silt Fence Heavy Duty Maintenance, Item 628.1535.S.

A Description

This special provision describes furnishing, installing, maintaining, repairing, and removing heavy duty silt fence as the plans show, as directed by the engineer, and as hereinafter described.

B Materials

Provide Silt Fence Heavy Duty consisting of a composite of fence posts, fence fabric, geotextile fabric, sand bags or rock bags, and fasteners to be assembled by the contractor.

Furnish new or salvaged notched conventional metal "T" or "U" shaped fence posts with a length of 8 feet and minimum weight of 1.25 lb/ft.

Furnish new fence fabric, or salvaged fence fabric that is free of rust or other structural defects, conforming to standard spec 616.2.2.1 or 616.2.3.2, or one of the following alternatives:

- Woven wire fence - Standard field fence type, minimum 14-½ gauge wire, maximum mesh spacing of 6 inches, and a height of 4 feet.
- Chain link fence – minimum 12-½ gauge, maximum 2.5-inch diamond pattern, and a height of 4 feet.
- Welded wire fence – minimum 14 gauge, maximum mesh spacing of 4 inches, and a height of 4 feet.

Furnish Geotextile Fabric Type HR according to standard spec 645.2.2.7.

Furnish sand bags according to standard spec 628.2.8 or rock bags according to standard spec 628.2.13.

Furnish wire ties, nylon zip ties, or other engineer approved materials.

C Construction

Complete the installation prior to any ground disturbing activities within the drainage area adjacent to the required location. Construct according to the plan details and as described below.

Install posts with a minimum embedment of 2 feet and as necessary to provide a stable fence system.

Attach fence fabric to posts with at least three ties on each post (top, middle, bottom).

Attach geotextile fabric to fence fabric and/or posts at a maximum spacing of every 2 feet along the top and additionally as necessary to prevent displacement or damage by wind and wave actions. Overlap joints in the geotextile fabric by a minimum of 12 inches. Excess geotextile fabric may be cut or draped over the backside of the fence system.

Secure the bottom of the geotextile fabric by either of the following methods:

- For installation in wet conditions, anchor the lower flap of the geotextile fabric to the ground using a continuous line of sand bags or rock bags. The lower flap shall be a minimum width of 1 foot.
- For installation in dry conditions, bury the bottom edge in a trench that is a minimum of 4 inches wide and 6 inches deep. Fold material to fit trench and backfill and compact trench with excavated soil.

Maintain the fence throughout construction and until removal. Repair or replace fence materials as necessary. Remove sediment whenever it accumulates to approximately one-half the original fence height and as directed by the engineer. Remove all sediment prior to final stabilization.

Keep system in place until the site is permanently vegetated and is ordered for removal by the engineer. Clean up and restore the surface after removal.

D Measurement

The department will measure Silt Fence Heavy Duty by the linear foot, acceptably completed, measured along the base of the fence, center-to-center of end post, for each section of fence.

The department will measure Silt Fence Heavy Duty Maintenance by the linear foot, acceptably completed, measured along the base of the fence, end-to-end of the section maintained, for each time a section of fence is cleaned and repaired.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
628.1530.S	Silt Fence Heavy Duty	LF
628.1535.S	Silt Fence Heavy Duty Maintenance	LF

Payment for Silt Fence Heavy Duty is full compensation for erecting fence, including excavating or trenching, posts, geotextile fabric, sand bags or rock bags, backfilling, removal, restoration, and disposal.

Payment for Silt Fence Heavy Duty Maintenance is full compensation for required cleaning and repairing; for removing and disposing sediment or spreading accumulated sediment to form a surface suitable for seeding; and for replacing fence and damages caused by overloading sediment material or ponding water adjacent to fence.

stp-628-005 (20220628)

23. Sanitary Sewer Trench Stabilization, Item SPV.0035.50.

A Description

This work will consist of furnishing and installing stabilization for sanitary sewer construction where needed as directed by the engineer and plan details.

B Materials

Replace unsuitable material with 1 1/4-inch or 3-inch crushed stone or breaker run.

C Construction

Conform to Standard Specifications Section 209.3 and as specified below. Excavate, load, and dispose of unacceptable trench excavation materials.

D Measurement

The department will measure Sanitary Sewer Trench Stabilization by the cubic yard in its final position, 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.0035.50	Sanitary Sewer Trench Stabilization	CY

Payment is full compensation for excavating and disposing of unacceptable trench related excavation material.

24. Section Corner Monuments Special, Item SPV.0060.01.

A Description

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

B Materials

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

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

C Construction

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

The contractor must excavate and completely remove the existing monument. The contractor is responsible for providing a backfilled 3- to 4-foot-deep hole where the existing monument was removed. The contractor is responsible for coordinating the materials and methodology to complete the construction of the surface surrounding the monument. This may include but is not limited to a 2-foot by 2-foot "box out" or 24-inch-diameter core hole in concrete, asphalt pavement/paving rings, coring to facilitate poured in place monuments, topsoil, seed, mulching, or other materials or methodologies as agreed to by the contractor and SEWRPC.

Contact Information:

Attn: Rob Merry
Southeastern Wisconsin Regional Planning Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607
Phone (262) 953-4289 E-mail: rmerry@sewrpc.org

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Section Corner Monuments Special	EACH

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

621-SER1 (20080714)

25. Sump Pump Connection and Cleanout, Item SPV.0060.02.

A Description

This work consists of installing sump pump connection pipe and connecting existing buried private sump pump lines to the newly installed sump pump connection pipe, or a cap on a stub if no buried line is present, and the installation of a cleanout in the terrace between the sidewalk and back of curb.

B Material

Sump pump connection pipe. Fernco, or Grainger Industrial, or Zoro Coupler, or like equal. Fernco, or Grainger Industrial, of Zoro flexible pipe cap, or like equal.

C Construction

Connect the sump pump connection pipe to the private buried sump pump line with a Fernco, or Grainger Industrial, or Zoro Coupler, or like equal. The contractor shall not connect any sump line that is discharging above ground. The sump pump connection pipe will be stubbed out and capped with a Fernco, or Grainger Industrial, of Zoro flexible pipe cap, or like equal, for future sump connections at the wye connection provided at the cleanout.

Provide a clean out for each Sump Pump Connection. The top of the cleanout cap shall be lower than the grass line to provide for maintenance of the lawn park area without being hit by lawn maintenance equipment.

All connections shall meet the 2018 Wisconsin Plumbing Code SPS 380-387. All pipe connections shall meet or exceed ASTM C-923, Standard Specifications for Resilient Connectors between Reinforced Concrete Manholes Structures, Pipes and Laterals.

D Measurement

The department will measure Sump Pump Connection and Cleanout as each individual sump pump connection and cleanout, 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	Sump Pump Connection and Cleanout	EACH

Payment is full compensation for providing all materials, including all pipe for connecting the private sump pump line or stub out to the existing storm sewer system, all connectors or caps necessary to complete the connection or provide a cap for the stub, and all brackets, bends, risers and connectors; equipment needed to install sump pump connection pipe; connecting existing buried private sump pump lines to the sump pump connection pipe or providing a cap if sump pump connection pipe is stubbed at the right-of-way; and for the associated cleanout.

**26. Rectangular Rapid Flashing Beacon (RRFB) System STH 67 NB at Stark St Back-to-Back Assembly, Item SPV.0060.03;
Rectangular Rapid Flashing Beacon (RRFB) System STH 67 SB at Stark St Back-to-Back Assembly, Item SPV.0060.04.**

A Description

This work shall consist of furnishing and installing to the department a solar powered Rectangular Rapid Flashing Beacon (RRFB) system consisting of multiple assemblies as described herein and as shown in the plans. Each assembly shall be solar powered, and pedestrian activated. The assemblies shall be wirelessly controlled and multiple units shall be synchronized. This specification is according to requirements contained in FHWA interim approval 1A-21 dated March 20, 2018, for flashing requirements and beacon operation.

B Materials

Furnish a RRFB system with multiple assemblies. Each assembly may consist of, but not limited to, light indications, and electrical components (wiring, solid-state circuit boards, etc.). An assembly may include the following items:

(1) Light Indications

1. Each indication shall be a minimum size of approximately 7" wide x 3" high with 8 high power LEDs
2. Two indications shall be installed on an assembly facing in the direction of approaching vehicular traffic. The two indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.
3. A 6 LED or approved equal indication shall be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.
4. The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the assembly.
5. The light intensity of the indications shall be certified to meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 Class 1(Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005 and be available upon request.
6. Each indication shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.
7. All exposed hardware shall be anti-vandal.
8. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.
9. To minimize excessive glare during nighttime conditions, an automatic signal dimming device should be used to reduce the brilliance of the RRFB indications during nighttime conditions.

(2) Sign

All signs shall be supplied and installed under a separate bid item in signing plan quantities. However, the assemblies must be constructed to allow the appropriate space for the installation of the signs in the field. The R10-25 9" x 12" push button sign is incidental to this assembly

(3) Control Circuit

1. The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light outputs and flash pattern shall be FHWA approved and engineer programmed.

2. The controller shall be one of the following:
 - a) web enabled to allow for remote programming and system diagnostics. Including flash time, flash pattern and report system information, such as battery voltage, and temperature.
 - b) on-board user interface that provides system diagnostics and allows system setting changes
 - c) Approved equal
3. The flashing output shall have 75 flashing sequences per minute during each 800 millisecond flashing sequence, the left and right RRFB indications shall operate using the following sequence:
 - a) The RRFB indication on the median side shall be illuminated for approximately 50 milliseconds. Both RRFB indications shall be dark for approximately 50 milliseconds.
 - b) The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds. Both RRFB indications shall be dark for approximately 50 milliseconds.
 - c) Both RRFB indications shall be illuminated for approximately 50 milliseconds. Both RRFB indications shall be dark for approximately 50 milliseconds.
4. Flash rates with the frequencies of 5 to 30 flashes/second shall not be used to avoid inducing seizures.
5. The control circuit shall be installed in an IP67 NEMA rated enclosure or NEMA 3R.
6. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series, Carmanah RRFB or approved equal
7. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.
8. Beacon Operation:
 - d) The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk.
 - e) All RRFB units associated with a given crosswalk shall, when actuated, simultaneously commence operation of their rapid-flashing indications, and shall cease operation simultaneously.
 - f) If pedestrian pushbutton detectors (rather than passive detection) are used to actuate the RRFB indications, a Push Button To Turn On Warning Lights (R10-25) sign shall be installed explaining the purpose and use of the pedestrian pushbutton detector. See signing plan
 - g) The duration of a predetermined period of operation of the RRFBs following each actuation should be based on the procedures provided in Section 4E.06 of the 2009 MUTCD for the timing of pedestrian clearance times for pedestrian signals.
 - h) The predetermined flash period shall be immediately initiated each and every time that a pedestrian pressing a pushbutton detector
 - i) A small pilot light may be installed integral to the RRFB or pedestrian pushbutton detector to give confirmation that the RRFB is in operation.

(4) Battery

1. The Battery shall be a 12VDC Absorbed Glass Mat (AGM) sealed lead-acid, maintenance-free battery.
2. The Battery shall be rated at 45AH minimum and shall conform to Battery Council International (BCI) specifications or battery system that is 14Ah or 48AR Gel Battery and is suitable for usage model and system autonomy requirements or approved equal. All batteries shall be sealed in a plastic film to provide moisture and corrosion resistance.
3. The Battery shall have a minimum operating temperature range of -76° to 140°F (-60° to 60°C).
4. All battery connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series or approved equal
5. The Battery shall be solar-charged with a capacity up to 30 days of autonomy without sunlight, varying with ambient temperature and number of activations. Solar calculations shall be provided

(5) Wireless Radio

1. Radio control shall operate on 900 MHz frequency hopping spread spectrum network or 2.4 GHz ISM band mesh network radio
2. Radio shall integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.
3. The Radio shall synchronize all of the remote light indications so they will turn on within 120 msec of each other and remain synchronized through-out the duration of the flashing cycle.
4. Radio systems shall operate from 3.6 vdc to 15vdc
5. The Radio unit shall have an LCD display to program flash time and communicate system information, such as battery voltage, battery temperature and solar charge level an onboard diagnostics.
6. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

(6) Pushbutton

1. The pushbutton shall be capable of continuous operation over a temperature range of -30 degrees F to 165 degrees F (-34 degrees C to 74 degrees C).
2. Pushbutton shall be ADA compliant.
3. Pushbutton facing sidewalk area that is accessible to wheelchair person

(7) Solar Panel

1. The Solar Panel shall provide a minimum of 10 watts and maximum of 55 watts at peak total output or approved equal.
2. The Solar Panel shall be affixed to an aluminum plate and bracket, at minimum angle of 45 degrees to allow for maximum solar collection and optimal battery strength or approved equal.
3. The Solar Panel Assembly (panel, plate and bracket) shall be mounted on a pole cap mount or aluminum mounting bracket, to allow for maximum solar collection and optimal battery strength or approved equal.
4. The Solar Panel shall have a minimum operating temperature range of -40° to 185°F (-40° to 85°C).

- (8) Pedestal Shaft
 - 1. Shall meet the requirements as set forth in standard spec 657.
 - 2. Shall be a standard 4.5" OD aluminum pedestal pole. Supplied with one end threaded for easy installation into a pedestal base.
 - 3. Shall be a 13' Schedule 80 pipe raw aluminum.
 - 4. Shall be per SDD 09E07-06
 - 5. Incidental to RRFB
 - 6. See signing plan for locations
- (9) Pedestal Base
 - 1. Shall meet the requirements as set forth in standard spec 657.2.5.
 - 2. The pedestal base shall be a cast aluminum pedestals mount on a concrete base attached by four internal anchor bolts imbedded in the base.
 - 3. The Base shall have a large 8.5" square hand hole cover allowing access to the interior of the base.
 - 4. Shall be per SDD 9C3-4
 - 5. Incidental to RRFB
- (10) Concrete Base
 - 1. Shall meet the requirements as set forth in standard spec 654.2, as applicable.
 - 2. The concrete base shall be a Type 1 base per SDD 09C02-09 type 1 base.
 - 3. Drilling of shaft is incidental to base.
 - 3. Incidental to RRFB
- (11) Anchor Bolts
 - 1. The anchor bolts shall be galvanized steel 1" x 42".
 - 2. Set of 4 includes lock washer and nut.
 - 3. Incidental to RRFB

C Construction

The RRFB system will consist of two assemblies to be constructed by the contractor as shown on the plans. **NOTE: The RRFB's back-to-back assemblies include an RRFB facing both NB and SB.**

D Measurement

The department will measure furnishing to the department a rectangular rapid flashing beacon (RRFB) system as an each item, acceptable 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.0060.03	Rectangular Rapid Flashing Beacon (RRFB) System STH 67 NB at Stark St Back-to-Back Assembly	EACH
SPV.0060.04	Rectangular Rapid Flashing Beacon (RRFB) System STH 67 SB at Stark St Back-to-Back Assembly	EACH

Payment is full compensation for providing and installing a fully operational RRFB system consisting of multiple assemblies; and furnishing all incidentals necessary to complete the work.

27. Storm Sewer Tap, Item SPV.0060.05.

A Description

This special provision describes tapping various sized storm sewer pipes into existing structures, including manholes or inlets, or other pipes at locations shown on the plans.

Perform the work according to the applicable provisions of standard spec 608 and 611, and as hereinafter provided.

B (Vacant)

C Construction

Tap into the existing structure to allow the pipe to be flush with the interior wall of the existing pipe or structure.

All necessary temporary shoring needed for construction of this item will not be paid for separately but will be included in this item of work.

D Measurement

The department will measure Storm Sewer Tap as each individual storm sewer tap, 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	Storm Sewer Tap	EACH

Payment is full compensation for providing all materials, including saw cuts; excavating; removing concrete; providing and removing sheeting and shoring; making connections to new or existing facilities; and for cleaning out.

28. Remove and Salvage Fire Hydrants, Item SPV.0060.50.

A Description

This special provision describes removing and salvaging fire hydrants. Notify businesses and residences of all water shutdowns three days prior to water being shut off.

B Materials

Excavations shall be backfilled with materials as specified for water main pipe and as shown on the plans.

C Construction

Remove the entire hydrant and bulkhead the open end of the remaining hydrant branch and drain. All work shall be according to Section 4.14.0 of the Sewer and Water Specifications.

All excavations shall be backfilled to the level of the surrounding ground surface at the time backfilling occurs and shall be compacted per the requirements of Section 2.6.14(b) of the Sewer and Water Specifications.

All hydrants to be removed shall be returned to the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

D Measurement

The department will measure Remove and Salvage Fire Hydrants 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	Remove and Salvage Fire Hydrants	EACH

Payment is full compensation for the removal of the existing fire hydrant from shoe to top nut in one piece, protected, delivered, and provided to the Village of Williams Bay, and shall include excavation, backfill, and compaction.

29. Abandon Water Main Valve Manholes and Valve Boxes, Item SPV.0060.51.

A Description

This special provision describes abandoning existing water main valve manhole and boxes. Notify businesses and residences of all water shutdowns three days prior to water being shut off.

B Materials

Excavations shall be backfilled with materials as specified for water main pipe and as shown in the plans.

C Construction

Remove the existing valve manhole casting or valve box following abandonment of the connecting water main. Abandon valve boxes and manholes in place by removing the manhole lid or casting, removing the manhole or valve barrel at least 24 inches below grade, and filling with granular material. All work shall be according to Section 4.14.0 of the Sewer and Water Specifications.

Removed items shall become the property of the contractor and shall be removed from the site.

D Measurement

The department will measure Abandon Water Main Valve Manholes and Valve Boxes 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.0060.51	Abandon Water Main Valve Manholes and Valve Boxes	EACH

Payment is full compensation for the abandonment of existing water valves at locations specified on the plans, and shall include excavation, removal of the top section of the valve box, and backfilling the valve manhole or box and excavation.

**30. Install Gate Valve and Box 6-Inch, Item SPV.0060.52;
Install Gate Valve and Box 8-Inch, Item SPV.0060.53;
Install Gate Valve and Box 12-Inch, Item SPV.0060.54.**

A Description

This special provision describes the transporting and installing of furnished materials for 6-Inch, 8-Inch, and 12-Inch gate valves. All work performed and material supplied shall conform to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, dated December 22, 2003, with latest addenda (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 Granular Pipe Bedding and Cover Materials

Water valves and boxes shall be installed with bedding and cover materials as specified for water main pipe.

B.2 Trench Backfill

Water valves and boxes shall be backfilled with materials as specified for water main pipe and as shown on the plans.

B.3 Joints

Joint restraint fittings will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Mechanical joints shall be made with “Cor-Blue” or 304 SS nuts and bolts, or approved corrosion-resistant equivalents which conform to AWWA C111.

B.4 Valves

Valves will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: Resilient-seated gate valves meeting the requirements of AWWA C-509, Mueller A-2361, non-rising stems, mechanical joint ends, turning left to open, and 2-inch square operating nut.

B.5 Valve Boxes

Valve boxes and valve box adapters will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: Tyler 664S, two-piece cast iron with base, screw type center (5 1/4-inch shaft diameter) and top section with cover marked “WATER.”

Provided Items: Valve box adaptor: Adapter-II (rubber adaptor) for gate valves.

C Construction

C.1 General

It shall be the requirement, herein, that prior to any water main construction, the existing water mains shall be uncovered at the points of connection. After satisfying engineer that the alignment and elevation are satisfactory, construction may commence. If alterations are required, the engineer shall be notified for authorization.

The contractor will be required to notify the engineer of any unstable soils encountered during excavation.

Remove scale and dirt on the inside and outside of gate valve prior to installation.

All valve boxes shall be backfilled to the level of the surrounding ground surface at the time backfilling occurs and shall be compacted per the requirements of Section 2.6.14(b) of the Sewer and Water Specifications.

C.2 Valves

Valve boxes shall be set truly vertical and so supported until sufficient backfill has been placed to ensure the vertical alignment of the box. All boxes shall be supported by footing blocks. All boxes shall be set to proposed grade.

All valves shall be adjusted to final grade at time of paving.

D Measurement

The department will measure Install Gate Valve and 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.0060.52	Install Gate Valve and Box 6-Inch	EACH
SPV.0060.53	Install Gate Valve and Box 8-Inch	EACH
SPV.0060.54	Install Gate Valve and Box 12-Inch	EACH

Payment is full compensation for transporting and installing new valves, valve boxes, and stabilizers at the locations specified on the drawings and shall include furnishing and installing all other items necessary including but not limited to excavation, bedding, disinfection, appurtenances, backfill, and compaction.

31. Install Fire Hydrant, Item SPV.0060.55.

A Description

This special provision describes the transporting and installing of furnished materials for fire hydrants. All work performed and material supplied shall conform to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, dated December 22, 2003, with latest addenda (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 General

All materials shall be stamped with a manufacturer's date and must be manufactured in the current year.

B.2 Granular Pipe Bedding and Cover Materials

Fire hydrants shall be installed with bedding and cover materials as specified for water main pipe.

B.3 Trench Backfill

Fire hydrants shall be backfilled with materials as specified for water main pipe and as shown on the plans.

B.4 Hydrants

Fire hydrants will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items:

1. A423 Mueller Centurion, color red;
2. Compression type, 5 1/4-inch bottom valve;
3. Six-inch mechanical joint shoe inlet with stainless steel O-ring packing;
4. Safety flange construction;
5. Five-inch Storz pumper nozzle factory installed and two 2-1/2-inch nozzles National Standard threads and nut type nozzle caps with gaskets and chains;
6. Operating nut: 1 1/2-inch pentagon nut opening left.

All fittings shall be wrapped with polyethylene wrap conforming to Section 8.21.0 of the Sewer and Water Specifications.

B.5 Tracer Wire

Tracer wire, connectors, access boxes will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: Single Strand, single conductor, copper-clad steel, No. 10 AWG high strength, high carbon with minimum 450 lb. break load, minimum 30 mil. high density polyethylene (HDPE) insulation thickness (1230B-HS) for direct bury installation, color coded per APWA Standards.

Provided Items: Tracer wire connectors - DryConn 3-way Direct Bury Lug.

Provided Items: Tracer wire access box - Above ground two terminal Cobra Test Station located behind each hydrant.

C Construction

C.1 Installation

1. Hydrant location shall be as shown on the plans. The pumper outlet shall be perpendicular to and oriented towards the pavement.
2. Install hydrants plumb with the lowest hose connection at least 18 inches but not more than 21 inches above the finished grade ground level.
3. Hydrants shall have a minimum 6 feet cover depth. Supply hydrant extensions as needed to meet the required elevations.

4. Brace the bases with solid concrete blocking between the base and undisturbed trench wall to counteract the reaction thrust of water pressure at the base. Provide mechanical joint anchoring or approved restrained joints.
5. Brace the hydrant barrels during backfilling. Do not block the drain hole in hydrant.
6. Place a minimum of one cubic yard of 1 1/2-inch washed stone at and around the base for proper drainage. Wrap stone with geotechnical fabric before backfilling.
7. Place and compact backfill materials in 6-inch layers around the hydrant and auxiliary gate valve.
8. Cover new hydrant with black plastic bag until new system is in service.

D Measurement

The department will measure Install Fire Hydrant 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.0060.55	Install Fire Hydrant	EACH

Payment is full compensation for transporting and installing new fire hydrants at the locations specified on the drawings and shall include transporting, furnishing, and installing all other items necessary including but not limited to excavation, bedding, tracer wire, tracer wire access box, fasteners, buttresses, disinfection, appurtenances, backfill, and compaction.

**32. Install Corporation Stop and Curb Stop and Box 1-Inch, Item SPV.0060.56;
Install Corporation Stop and Curb Stop and Box 1 1/2-Inch, Item SPV.0060.57.**

A Description

This special provision describes the transporting and installing of furnished materials for corporation stops and curb stops. All work performed and material supplied shall conform to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, dated December 22, 2003, with latest addenda (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 Granular Pipe Bedding and Cover Materials

Corporation stop and curb stop and box shall be installed with bedding and cover materials as specified for water main pipe.

B.2 Trench Backfill

Corporation stop and curb stop and box shall be backfilled with materials as specified for water main pipe and as shown on the plans.

B.3 Corporation Stop

Corporation stops will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items:

1. 1-inch Mueller H-15008, compression.
2. 1 1/2-inch Mueller H-15013, compression.

All services require a saddle.

Stainless Steel stiffeners shall be used on PE tubing connection.

B.4 Curb Stop

Curb stops will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items:

1. 7-foot Mueller H-10300 – grass areas.

B.5 Curb Stop Box

Curb stop boxes will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items:

1. 6-foot Mueller H-10300 – grass areas.
2. Valvco 668 – pavement or concrete sidewalk.

B.6 Service Saddles

Service Saddles will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items:

1. Stainless steel: Cascade styles CSC1, CSC2, CS22, or equal with O-ring and grade 30 rubber grid map
2. Ductile iron: Epoxy-coated bodies with stainless steel straps and double bolts (four bolts total) as manufactured by the specified corporation stop and curb stop manufacturer.

All services require a saddle.

B.6 Stationary Rod

Stationary Rod shall be 1 1/4-inch by 39-inch rod with stainless steel pin.

C Construction

Excavate to expose the existing water service to determine the exact diameter, location and elevation of the existing pipe, coordinate with the local water utility personnel for the temporary shutdown of the existing service and notify all affected businesses and residences of the time and approximate duration of the shutdown. Place and compact backfill as specified for water service pipe.

Existing 1-inch or smaller services shall be replaced with a 1-inch service. Existing 1 1/4-inch and 1 1/2-inch services shall be replaced with a 1 1/2-inch service.

Remove and properly dispose of existing curb stop and box as part of this item.

Ream pipe and tube ends and remove burrs.

Remove scale and dirt on the inside and outside of the existing pipe prior to installation.

Notify the Village of Williams Bay of any temporary connections made to lead or galvanized iron water services, so the Village of Williams Bay can contact the property owner and advise the owner of the risk of increased lead levels in the drinking water.

Corporation stop and curb stop and box shall be installed according to Section 5.5.0 of the Sewer and Water Specifications. Bury depth shall be 6 feet 6 inches at the right-of-way line.

D Measurement

The department will measure Install Corporation Stop and Curb Stop and Box 1-Inch and 1 1/2-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.0060.56	Install Corporation Stop and Curb Stop and Box 1-Inch	EACH
SPV.0060.57	Install Corporation Stop and Curb Stop and Box 1 1/2-Inch	EACH

Payment is full compensation for transporting and installing new service saddles, corporation stops, curb stops, and curb stop boxes at the locations specified on the drawings and shall include furnishing and installing all other items necessary including but not limited to excavation and tapping the water main, bedding, disinfection, appurtenances, backfill, and compaction.

33. Connect to Existing Water Main (Non-Pressure), Item SPV.0060.58.

A Description

This special provision describes necessary work for non-pressure connections to existing water mains. All work performed and material supplied shall conform to the latest edition of the Standard Specifications for Sewer and Water Construction in Wisconsin (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 Granular Pipe Bedding and Cover Materials

Water main connections shall be installed with bedding and cover materials as specified for water main pipe.

B.2 Trench Backfill

Water main connections shall be backfilled with materials as specified for water main pipe and as shown on the plans.

B.3 Fittings

The anticipated fittings will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: Water main fittings will be compact ductile iron mechanical joint fittings complying with ANSI A21.10 or A21.53. Fittings will have cement lining complying with ANSI A-21.4, standard thickness. Nuts and bolts will be Cor-Blue or 304 SS per ASTM A194.

C Construction

Make connections to existing water mains at the locations and using the connection sequence shown on the plans. Excavate and expose existing water main at the connection to determine the exact location and elevation of the existing pipe, coordinate with the local water utility personnel for the temporary shutdown of the existing water main and notify all affected businesses and residences of the time and approximate duration of the shutdown.

Remove scale and dirt on the inside and outside of pipe prior to installation.

D Measurement

The department will measure Connect to Existing Water Main (Non-Pressure) 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.0060.58	Connect to Existing Water Main (Non-Pressure)	EACH

Payment is full compensation for the connection to the existing water main at the locations specified on the drawings and shall include excavation, stone chip bedding, transporting, and installing the necessary fittings, making connections to existing water main, granular backfill, and compaction.

34. Connect to Existing Water Service, Item SPV.0060.59.

A Description

This special provision describes connections to existing water services. All work performed and material supplied shall conform to the latest edition of the Standard Specifications for Sewer and Water Construction in Wisconsin (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

Make connection to the existing service with fittings designed specifically for the type of material found. These materials may include copper, galvanized iron, lead, or plastic of various sizes.

C Construction

Excavate to expose existing water service at the location of connection to determine exact diameter, location, and elevation of the existing pipe. Verify that each active service is reconnected. Place and compact backfill as specified for water service pipe.

Remove and properly dispose of existing curb stop and box as part of this item.

Any temporary connections made to lead or galvanized iron water services notify the Village of Williams Bay of the connection, so that the Village of Williams Bay can contact the homeowner and advise the homeowner of the risk of increased lead levels in the drinking water.

D Measurement

The department will measure Connect to Existing Water Service 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.0060.59	Connect to Existing Water Service	EACH

Payment is full compensation for the removal and proper disposal of existing curb stop and box; connection of new water service to existing water service, including locating and verifying that the service is active; all miscellaneous materials required for the connection; and for backfilling the excavation.

35. Remove and Replace Sanitary Manhole 48-Inch, Item SPV.0060.60.

A Description

This special provision describes the removal and replacement of sanitary sewer manholes. All work performed and material supplied shall conform to the latest edition of the Standard Specifications for Sewer and Water Construction in Wisconsin (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

Granular backfill meeting the following requirements shall be used. Flooding trenches as a means of compaction is not allowed. Spoil backfill will not be allowed.

1. Provide either pit run gravel or granular material.
 - a. Pit run gravel: Free from organic matter, cohesionless granular material obtained from natural deposits of sand and gravel, passing 3/4-inch sieve, and not more than 15% passing the No. 200 sieve.

- b. Granular material: Use granular materials consisting of durable particles ranging in size from fine to coarse in a substantially uniform combination complying with the "Standard Specifications for Sewer and Water Construction in Wisconsin" with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
2-inch	95-100%
No. 4	35-60%
Finer than No. 200	5-15%

Furnish Sanitary Manhole 48-Inch according to ASTM C478 and Chapter 3.5.0 of the Sewer and Water Specifications.

All manhole joints shall be constructed with butyl rubber gaskets according to Section 8.41.6 of the Sewer and Water Specifications and shall include a Canusa-CPS WrapidSeal wrapped entirely around the perimeter of the manhole structure.

All manholes shall have an exterior surface damp proofing, water based acrylic coating. Acceptable manufacturer: Conseal CS-55, water based acrylic coating.

Provide flexible rubber gasket collars for connecting pipe to the manhole. PSX gasket system by Press-Seal Gasket Corporation shall be used or approved equal.

Manholes shall be constructed with an Internal/External Chimney Seal:

1. Provide frame seals consisting of a flexible internal rubber sleeve, rubber ring, and external rubber sleeve and extension, and stainless-steel compression bands.
2. Rubber sleeve, ring, and extension:
 - a. Provide rubber sleeve and extension complying with ASTM D412 and ASTM D2240.
 - b. Provide rubber ring complying with ASTM D-2000.
 - c. Comply with a minimum 20 psi adhesion tensile strength, 1000% minimum webbing at 77°F, 500% minimum elongation at 32°F, and maximum 75 psi compressibility at 77°F.
 - d. Provide sleeve with a minimum thickness of .062 inches and unexpanded external vertical heights of 10 to 12 inches.
 - e. Provide extension having a minimum thickness of .062 inches.
3. Compression band:
 - a. Provide compression band to compress the external sleeve against the manhole.
 - b. Use stainless steel band conforming to ASTM A240 minimum width of 1/2-inch.
 - c. Make a watertight seal having a minimum adjustment of 2 diameter inches.
4. Acceptable products: Adaptor, Inc. Internal/External Adaptor Seal.

All manhole steps shall be of gray cast according to Section 8.40.1(b) of the Sewer and Water Specifications.

Frame and cover shall be 1050 East Jordan Frame with 1020 Cover, or equal, with Type B, self-sealing lid, machined bearing surfaces and concealed pick-hole.

C Construction

C.1 Preparation

It shall be the requirement, herein, that prior to any sanitary sewer construction, carefully uncover the existing sewers at the points of connection. After satisfying the engineer that the alignment and elevation are satisfactory, construction may commence. If alterations are required, the engineer shall be notified for authorization.

The contractor will be required to notify the engineer of any unstable soils encountered during excavation.

C.2 Bypass Pumping

The contractor shall be responsible for maintaining sewage flow during sewer work. Sewage flow may be maintained by bypass pumping from upstream manholes or by other suitable means provided by the contractor. The contractor shall be responsible for damage to property resulting from sewer backups caused by its sewage bypass operations.

All bypassed sewage shall be discharged into downstream sanitary sewers. Sewage shall not be bypassed into storm sewers, ditches, or waterways.

Provide for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for lining and relay.

With most small diameter pipelines, particularly on terminal sewers, plugging will be adequate but must be monitored on a regular basis to prevent backup of sewage into adjacent homes. Service connection effluent may be plugged only after proper notification to the affected residence and may not remain plugged overnight.

Installation of the relay segments shall not begin until the contractor has installed the required plugs, or a sewage by-pass system and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows.

Once the pipe relay has begun, existing flows shall be maintained until the new pipe is fully installed and tested.

Coordinate sewer bypass and flow interruptions at least 14 days in advance with the Village of Williams Bay and at least 48 hours day in advance with the property owners and businesses.

The pump and bypass lines shall be of adequate capacity and size to handle peak flows at each proposed location. The existing level of service of the Village of Williams Bay sanitary sewer system shall not be adversely affected throughout the project. If the contractor feels that bypass pumping will affect the level of service in the Village of Williams Bay system, the contractor must notify the Village of Williams Bay and engineer before proceeding with the work.

Submit a detail of the bypass plan and design to the Village of Williams Bay and engineer before proceeding with any pipe relay. The bypass plan shall identify the bypass pumping locations that will be used to complete the relay work in the project. The bypass plans will need to be approved by the Village of Williams Bay and engineer prior to work and shall include:

1. Location of upstream and downstream manholes where sanitary sewer flow will be diverted around pipes to be lined and relayed.
2. Length of time that the bypass equipment is planned to be in service.
3. Size and type of pump and piping equipment used in each bypass application to maintain existing level of service in the sewer system.
4. Steps the contractor will take to prevent flooding in the event that the bypass facilities fail or their capacity is exceeded.

Under no circumstances shall the contractor bypass sewage onto or into the ground.

C.3 Installation

All trenches shall be backfilled with granular backfill.

Sanitary Sewer Manholes shall be installed according to Chapter 3.5.0 of the Sewer and Water Specifications.

Adjust all manhole frames to finish grade.

C.4 Vacuum Testing

Sanitary Manholes installed shall be vacuum tested according to Section 3.7.6 of the Sewer and Water Specifications.

D Measurement

The department will measure Remove and Replace Sanitary Manhole 48-Inch by each manhole, acceptably removed and replaced.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.60	Remove and Replace Sanitary Manhole 48-Inch	EACH

Payment is full compensation for bypass pumping and removal and disposal of the existing manhole structure, chimney, and frame; furnishing and installation of a new sanitary manhole, joints, chimney, chimney seals, and frame; connections to existing sewer; and shall include excavation, backfill, and compaction.

36. Reconnect Sanitary Sewer Lateral, Item SPV.0060.61.

A Description

This special provision describes reconnecting new sanitary sewer laterals to existing lateral pipe. All work performed and material supplied shall conform to the latest edition of the Standard Specifications for Sewer and Water Construction in Wisconsin (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 General

Provide stainless steel shielded flexible connectors, elbows, bends, or reducers with stainless steel band seals complying with ASTM C923 for all connecting pipes. Sanitary sewer laterals will be 6-inch-diameter, SDR 26, polyvinyl chloride (PVC) pipe conforming to the requirements of ASTM D3034.

B.2 Granular Pipe Bedding and Cover Materials

1. Provide well graded, washed, mixture of 100% crushed gravel or crushed stone aggregate free of clay, loam, dirt, calcareous or other foreign matter conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin.
 - a. For pipe 18 inches in diameter and smaller, use material of 3/8-inch crushed stone chips with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1/2-inch	100%
3/8-inch	90-100%
No. 8	0-15%
No. 30	0-3%

B.3 Granular Backfill

Granular backfill meeting the following requirements shall be used. Flooding trenches as a means of compaction is not allowed. Spoil backfill will not be allowed.

1. Provide either pit run gravel or granular material.
 - a. Pit run gravel: Free from organic matter, cohesionless granular material obtained from natural deposits of sand and gravel, passing 3/4-inch sieve, and not more than 15% passing the No. 200 sieve.
 - b. Granular material: Use granular materials consisting of durable particles ranging in size from fine to coarse in a substantially uniform combination complying with the "Standard Specifications for Sewer and Water Construction in Wisconsin" with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
2-inch	95-100%
No. 4	35-60%
Finer than No. 200	5-15%

C Construction

Identify and confirm that a lateral is active prior to being removed and reconnected. Remove existing lateral pipes to the next good joint that is outside the pavement. Verify that positive drainage is achieved when connecting to the existing sanitary lateral. Connect the existing lateral pipe to the new pipe with the appropriate couplings, bends, pipe, transition connectors or by means approved by the engineer. All exposed sanitary laterals will be connected by end of the same day.

D Measurement

The department will measure Reconnect Sanitary Sewer Lateral by each lateral, acceptably 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.0060.61	Reconnect Sanitary Sewer Lateral	EACH

Payment is full compensation for furnishing and installing all materials, elbows, and stainless steel shielded flexible connectors. Any additional pipe required to reconnect the sanitary sewer lateral will be paid under the bid item Install Sanitary Sewer Service 6-Inch, which includes any vertical pipe used to the actual connection point of the existing lateral.

37. Utility Line Openings, Item SPV.0060.62.

A Description

This special provision describes excavating to uncover utilities for the purpose of determining elevation and potential conflicts as shown on the drawings and directed by the engineer and as hereinafter provided.

B (Vacant)

C Construction

The excavation will be done in such a manner that the utility in question is not damaged and the safety of the workers is not compromised. The utility line openings will be performed as soon as possible and at least 10 days in advance of proposed construction to allow any conflicts to be resolved with minimal disruption. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings will include a trench up to 10 feet long as measured at the trench bottom and of any depth required to locate the intended utility.

All utility line openings will be approved and coordinated with the engineer. Notify the utility representatives or their agents of this work a minimum of three days prior to the work so they can be present when the work is completed.

D Measurement

The department will measure Utility Line Opening as each individual opening, 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.0060.62	Utility Line Openings	EACH

Payment is full compensation for excavation, determine elevation, verify material and size, backfilling, and disposing of excess material backfilling, and disposing of excess material.

38. Relocate Fire Hydrant, Item SPV.0060.63.

A Description

This special provision describes work to excavate an existing fire hydrant and install at the location noted on the plans using a longer hydrant lead as necessary. All work performed and material supplied shall conform to the latest edition of the Standard Specifications for Sewer and Water Construction in Wisconsin (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 Granular Pipe Bedding and Cover Materials

Fire hydrants shall be installed with bedding and cover materials as specified for water main pipe.

B.2 Trench Backfill

Fire hydrants shall be backfilled with materials as specified for water main pipe and as shown on the plans.

B.3 Hydrants

Hydrants shall have a minimum of one cubic yard of 1 1/2-inch crushed stone placed below the hydrant to a point 6 inches above the hydrant drain hole. The pumper outlet shall be perpendicular to and oriented towards the pavement.

Hydrants shall have a minimum 6 feet cover depth, have a ground line to center distance of 18 to 21 inches inclusive, and shall be painted red. Supply hydrant extensions as needed to meet the required elevations.

All hydrant parts and extensions shall be original manufacturer parts.

All fittings shall be wrapped with polyethylene wrap conforming to Section 8.21.0 of the Sewer and Water Specifications.

C Construction

Remove the entire hydrant and move to the location called out on the plans. All work shall be according to Section 4.14.0 of the Sewer and Water Specifications.

All excavations shall be backfilled to the level of the surrounding ground surface at the time backfilling occurs and shall be compacted per the requirements of Section 2.6.14(b) of the Sewer and Water Specifications.

D Measurement

The department will measure Relocate Fire Hydrant 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.0060.63	Relocate Fire Hydrant	EACH

Payment is full compensation for the removal of the existing fire hydrant, move to a new location, and placing a new hydrant lead, and shall include excavation, backfill, and compaction.

39. Connect to Existing 6-Inch Force Main, Item SPV.0060.64.

A Description

This special provision describes work necessary for connections to existing force mains. All work performed and material supplied shall conform to the latest edition of the Standard Specifications for Sewer and Water Construction in Wisconsin (Sewer and Water Specifications), the Wisconsin State

Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 Fittings

The anticipated fittings will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: Force main fittings will be compact ductile iron mechanical joint fittings complying with ANSI A21.10 or A21.53. Fittings will have cement lining complying with ANSI A-21.4, standard thickness. Nuts and bolts will be Cor-Blue or 304 SS per ASTM A194.

B.2 Granular Pipe Bedding and Cover Materials

1. Provide well graded, washed, mixture of 100% crushed gravel or crushed stone aggregate free of clay, loam, dirt, calcareous or other foreign matter conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin.
 - a. For pipe 18 inches in diameter and smaller, use material of 3/8-inch crushed stone chips with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1/2-inch	100%
3/8-inch	90-100%
No. 8	0-15%
No. 30	0-3%

- b. For force mains with polyethylene wrap, use sand consisting of durable particles ranging in size from fine to coarse in a substantially uniform combination.
 - 1) Acceptable alternatives: Unwashed bank-run sand, rejected concrete sand, and crushed bank-run gravel.
 - 2) Include approximately 6% of fine clay or loam particles; do not allow clay or loam lumps.
 - 3) Moisture content: 10% maximum.
 - 4) Gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1-inch	100%
No. 16	45-80%
Material finer than No. 200	2-10%

B.3 Granular Backfill

Granular backfill meeting the following requirements shall be used. Flooding trenches as a means of compaction is not allowed. Spoil backfill will not be allowed.

1. Provide either pit run gravel or granular material.
 - a. Pit run gravel: Free from organic matter, cohesionless granular material obtained from natural deposits of sand and gravel, passing 3/4-inch sieve, and not more than 15% passing the No. 200 sieve.
 - b. Granular material: Use granular materials consisting of durable particles ranging in size from fine to coarse in a substantially uniform combination complying with the

"Standard Specifications for Sewer and Water Construction in Wisconsin" with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
2-inch	95-100%
No. 4	35-60%
Finer than No. 200	5-15%

C Construction

Make connections to existing force mains at the locations shown on the plans. Excavate and expose existing water main at the connection to determine the exact location and elevation of the existing pipe, coordinate with the local utility personnel for the temporary shutdown of lift stations and notify all affected businesses and residences of the time and approximate duration of the shutdown, if necessary.

Remove scale and dirt on the inside and outside of pipe prior to installation.

D Measurement

The department will measure Connect to Existing 6-Inch Force Main 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.0060.64	Connect to Existing 6-Inch Force Main	EACH

Payment is full compensation for the connection to the existing force main at the locations specified on the drawings and shall include excavation, stone chip bedding, transporting, and installing the necessary fittings, making connections to existing force main, granular backfill, and compaction.

40. Abandoning Water Main, Item SPV.0060.70; Abandoning Force Main, Item SPV.0060.71.

A Description

This special provision describes the abandonment of all existing water main and force main and appurtenances as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Cap existing water mains to be abandoned with mechanical joint caps or plug with a minimum of 1 foot of concrete.

D Measurement

The department will measure Abandoning Water Main and Abandoning Force Main by 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.0060.70	Abandoning Water Main	EACH
SPV.0060.71	Abandoning Force Main	EACH

Payment is full compensation for abandonment of water main and force main and appurtenances not specifically covered under other items of work and shall include all excavations, fittings, concrete, and backfilling and compaction of excavation.

**41. Construction Staking Water Main, Item SPV.0060.72;
Construction Staking Sanitary Sewer, Item SPV.0060.73.**

A Description

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

B (Vacant)

C Construction

Horizontal and vertical staking accuracy for water main and sanitary sewer shall match the accuracy noted in standard spec 650.3.2.

D Measurement

The department will measure Construction Staking Water Main and Construction Staking Sanitary Sewer as a single unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.72	Construction Staking Water Main	EACH
SPV.0060.73	Construction Staking Sanitary Sewer	EACH

Payment for Construction Staking Water Main and Sanitary Sewer is full compensation for locating and setting all construction stakes; relocating and resetting damaged or missing construction stakes; and all other incidentals required to perform the work.

42. Dewatering for Sanitary and Water Main Construction, Item SPV.0060.74.

A Description

This special provision describes dewatering for sanitary and water main construction.

B (Vacant)

C Construction

If dewatering is required, treat the water to remove suspended solids before allowing it to enter any waterway or wetland. Provide a sedimentation basin with sufficient capacity and size to provide an efficient means to filter the water from the dewatering operation before it is discharged back into the waterway or wetland as provided in the Standard Specifications and these special provisions. As part of the ECIP submittal, supply all pertinent information and calculations used to determine the best management practice for dewatering at each location.

Refer to the dewatering guidelines of WisDNR Storm Water Management Technical Standards, Code #1061, "Dewatering." This document can be found at the WisDNR website: http://dnr.wi.gov/topic/stormwater/documents/Dewatering_1061.pdf

D Measurement

The department will measure Dewatering for Sanitary and Water Main Construction 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.0060.74	Dewatering for Sanitary and Water Main Construction	EACH

Payment is full compensation for the installation, maintenance, and removal required for water treatment and dewatering operation.

43. Concrete Curb Type D Special, Item SPV.0090.01.

A Description

Construct Concrete Curb Type D special according to the applicable provisions of Section 601 of the Standard Specifications and as detailed in the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Curb Type D Special by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Concrete Curb Type D Special	LF

Payment is full compensation for excavation and preparation; providing all materials, including all concrete and steel reinforcement; and forming, placing, finishing, protecting, and curing.

**44. Concrete Curb Pedestrian 6-Inch, Item SPV.0090.02;
Concrete Curb Pedestrian 8-Inch, Item SPV.0090.03.**

A Description

Construct concrete curb according to the applicable provisions of standard spec 601 and as detailed in the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Curb Pedestrian 6-Inch and 8-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Concrete Curb Pedestrian, 6-Inch	LF
SPV.0090.03	Concrete Curb Pedestrian, 8-Inch	LF

Payment is full compensation for excavation and preparation; providing all materials, including all concrete and steel reinforcement; and forming, placing, finishing, protecting, and curing.

**45. Install Water Main 6-Inch, Item SPV.0090.50;
Install Water Main 8-Inch, Item SPV.0090.51;
Install Water Main 10-Inch, Item SPV.0090.52;
Install Water Main 12-Inch, Item SPV.0090.53.**

A Description

This special provision describes transporting and installing furnished 6-, 8-, 10-, and 12-inch water main. All work performed and material supplied shall conform to the latest editions of the *Standard Specifications for Sewer and Water Construction in Wisconsin* (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 Granular Pipe Bedding and Cover Materials

1. Provide well graded, washed, mixture of 100% crushed gravel or crushed stone aggregate free of clay, loam, dirt, calcareous or other foreign matter conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin.
 - a. For pipe 18 inches in diameter and smaller, use material of 3/8-inch crushed stone chips with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1/2-inch	100%
3/8-inch	90-100%
No. 8	0-15%
No. 30	0-3%

- b. For water mains with polyethylene wrap, use sand consisting of durable particles ranging in size from fine to coarse in a substantially uniform combination.
 - 1) Acceptable alternatives: Unwashed bank-run sand, rejected concrete sand, and crushed bank-run gravel.
 - 2) Include approximately 6% of fine clay or loam particles; do not allow clay or loam lumps.
 - 3) Moisture content: 10% maximum.
 - 4) Gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1-inch	100%
No. 16	45-80%
Material finer than No. 200	2-10%

B.2 Granular Backfill

Granular backfill meeting the following requirements shall be used. Flooding trenches as a means of compaction is not allowed. Spoil backfill will not be allowed.

1. Provide either pit run gravel or granular material.
 - a. Pit run gravel: Free from organic matter, cohesionless granular material obtained from natural deposits of sand and gravel, passing 3/4-inch sieve, and not more than 15% passing the No. 200 sieve.
 - b. Granular material: Use granular materials consisting of durable particles ranging in size from fine to coarse in a substantially uniform combination complying with the Standard Specifications for Sewer and Water Construction in Wisconsin with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
2-inch	95-100%
No. 4	35-60%
Finer than No. 200	5-15%

B.3 Pipe and Fittings

1. PVC Plastic Pipe:

The anticipated pipe will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items:

- a. Pipe material: Class 12454A or B polyvinyl chloride complying with ASTM D1784.
- b. Comply with AWWA C-909 for Class 235 pressure pipe.
- c. Push-on bell and spigot type joints with elastomeric ring conforming to ASTM F-477.

2. Fittings:

The anticipated fittings will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items:

- a. Ductile iron fittings with mechanical joint complying with ANSI A21.10 or A21.53.
- b. Cement lining complying with ANSI A-21.4, standard thickness.
- c. Bolts and nuts:
 - 1) Cor-blue bolts and nuts, or;
 - 2) A-304 stainless steel bolts with nuts and washers of series 300 stainless steel per ASTM A194.

3. Provide Restrained Joint Pipe:

The anticipated fittings will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items:

- a. Mechanical joint retainer gland systems that provide locking segments shaped to pipe barrel that do not create stress points on pipe barrel.
- b. Acceptable products for pipes:
 - 1) Meg-A-Lug System.
 - a) Series 2000PV Megalug for MJ to Pipe (C-909).
 - b) Series 1500 Megalug Harness for push on joint (C909).
 - c) As recommended by manufacturer for connection to existing pipes.
 - 2) Acceptable Manufacturers of joint restraint for PVC fittings:
 - a) EBAA Iron Sales.
 - b) Ford Meter Box Company, Series 1500.
 - c) Tyler Union–TUFGRip.
 - d) Sigma.

4. Polyethylene Sheet: Comply with ANSI/AWWA C105/A21.5-99:

- a. Thickness: Linear low-density polyethylene film (minimum 8 mils) or high-density cross laminated polyethylene film (minimum 4 mils).

- b. Markings: The following information will be clearly marked on the sheet at minimum increments of 2 feet along its length.
 - 1) Manufacturer's name or trademark.
 - 2) Year of manufacture.
 - 3) Minimum film thickness and material type (LLDPE or HDCLPE).
 - 4) Applicable range of nominal pipe diameter size(s).
 - 5) Warning–Corrosion Protection–Repair Any Damage.

B.4 Tracer Wire

Tracer wire, connectors, access boxes will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: Single Strand, single conductor, copper-clad steel, No. 10 AWG high strength, high carbon with minimum 450 lb. break load, minimum 30 mil. high density polyethylene (HDPE) insulation thickness (1230B-HS) for direct bury installation, color coded per APWA Standards.

Provided Items: Tracer wire connectors - DryConn 3-way Direct Bury Lug.

Provided Items: Tracer wire access box - Above ground two terminal Cobra Test Station located behind each hydrant.

B.5 Insulation

Insulation shall be polystyrene boards according to Section 8.50.2 of the Sewer and Water Specifications.

C Construction

C.1 Pipe Inspection, Handling, Storage, and Installation

Install according to pipe manufacturer's recommendations.

C.2 Depth of Pipe Cover

1. Lay water mains and water service lines with a minimum depth of cover of 6 feet below finished grade ground level, unless otherwise indicated on the plans.
2. Where new mains cross existing mains, install new main below existing main, unless otherwise indicated on the plans.

C.3 Pipe Restraining Systems

1. Provide protection from movement of water main piping, plugs, caps, tees, valves, hydrants, and bends of 11.25 degrees or greater.
2. Restrained Joint Pipe, Fittings, and Valves: Provide restrained joint pipe to a distance indicated on the plans, or if not shown on the plans, to a distance not less than two pipe lengths on each side of a fitting or valve to be restrained.
3. Concrete Thrust Blocks:
 - a. When conditions prevent the use of restrained joints, use concrete thrust blocks of an approved type. The use of concrete thrust blocks in lieu of restrained joint pipe, fittings, and valves requires written approval of the engineer.
 - b. Provide precast or cast-in-place concrete thrust blocking with a compressive strength of 3000 psi in 28 days.
 - c. Locate thrust blocking between solid ground and the fitting to be anchored.
 - d. Unless otherwise shown or directed by the engineer, place the base and thrust bearing sides of thrust blocking directly against undisturbed earth.
 - e. Sides of thrust blocking not subject to thrust may be placed against forms.
 - f. Place thrust blocking so the fitting joints will be accessible for repair.

C.4 Sewer Crossing

1. General: Separate water mains from sanitary sewer, storm sewers, combined sewers, house sewer service connections, and drains according to provisions of NR 811.74 and SPS 382.40 (8) of the Wisconsin Administrative Code.
2. Water Mains: Wherever water mains cross over storm sewers, sanitary sewers, or sewer service connections:
 - a. Lay the water mains so that its invert is at least 6 inches above the top of the sewer.
 - b. Maintain this vertical separation for that portion of the water main located within 8 feet horizontally of any sewer or drain crossed.
 - c. Center a length of water main pipe over the sewer to be crossed with joints equidistant from the sewer or drain.
3. Water Service Lines: Comply with the requirements of SPS 382.40 of the State of Wisconsin Administration Code.
4. Sewer Manholes: Do not install water main pipe through sewer manholes.

C.5 Polyethylene Wrapping of Ductile Iron Appurtenances

1. Comply with requirements of ANSI/AWWA C105/A21.5-99.
 - a. Place polyethylene sheet around the entire circumference of the pipe and tie or tape sheet securely to prevent displacement during backfilling.
 - b. Wrap all fittings, valves, fire hydrant leaders, fire hydrants, and service lines. Do not block fire hydrant weep hole.

C.6 Testing and Inspecting

1. General:
 - a. Conduct pressure and leakage test according to the latest edition of AWWA STANDARD C600 as modified herein.
 - b. Isolate and test new water main in segments of no more than 1,500 feet.
2. Hydrostatic Tests:
 - a. Where any section of water main is provided with restrained joint pipe, do not perform hydrostatic tests until the trench has been backfilled and compacted.
 - b. Where any section of a water line is provided with concrete thrust blocking for fittings, do not make hydrostatic tests until at least five days after installation of the concrete thrust blocking, unless otherwise directed by the engineer.
3. Pressure Tests:
 - a. Subject the new water mains and service lines, including valves and hydrants, to a hydrostatic pressure of 150 psi by means of a pump connected to the pipe.
 - b. Hold the test pressure for a duration of one hour without pressure loss or further pressure application.
 - c. Carefully examine exposed pipe, joints, fittings, and valves.
 - d. Replace or remake joints showing visible leakage.
 - e. Remove cracked pipe, defective pipe, and cracked or defective joints, fittings, and valves. Replace with sound material and repeat the test until results are satisfactory. Make repair and replacement without additional cost to the Village of Williams Bay. Make repair and replacement without additional cost to the Village of Williams Bay.
4. Leakage Test (only if pressure test fails):
 - a. Conduct a leakage test only after a failed pressure test.
 - b. Subject the new water mains and service lines, including valves and hydrants, to a hydrostatic pressure of approximately 1.5 times the normal working pressure at the point of lowest elevation of the test section by means of a pump connected to the pipe.

- c. Duration of each leakage test: At least 2 hours.
- d. Maximum allowable leakage: Not to exceed the number of gallons per hour (gph) as determined by the following formula:

$$\text{gph} = \frac{LD (P^{1/2})}{148,000}$$

in which L = length of pipe tested, in feet

D = diameter of main, in inches

P = average pressure, in pounds per square inch (gage)

- e. Should any test of pipe disclose leakage greater than the maximum allowable amount, locate and repair the defective joint or joints and then repeat the leakage test until the leakage is within the specified allowance, and at no additional cost to the Village of Williams Bay.
5. Time for Making Test:
- a. Except for joint material setting, or where concrete reaction backing necessitates a five-day delay, pipelines jointed with rubber gaskets, mechanical, or push-on joints, or couplings may be subjected to hydrostatic pressure, inspected, and tested for leakage at any time after partial completion of backfill.
 - b. Perform the pressure and leakage tests satisfactorily prior to requesting the engineer to witness the official tests.
 - c. Notify the engineer at least 48 hours prior to the time of the requested official tests.
 - d. Depending on traffic conditions, public hazard, or other reasons, the engineer may direct when to conduct the tests, and may order the tests to be made in relatively short sections of water mains.

C.7 Preliminary Flushing

- 1. Prior to disinfection, flush main as thoroughly as possible.
 - a. Flush main until water runs clear.
 - b. Provide a minimum flushing velocity of 2.5 fps in the water main.
 - c. Where no fire hydrant exists on the end of a main, the plug (or cap) on the end of the main must be tapped with opening in the end for flushing purposes. After acceptance install threaded plug into tap.
 - 1) 8-, 10-, and 12-inch mains: 2 1/2-inch tap.
 - 2) 16-inch mains: 3-inch tap.
 - 3) Larger than 16 inches: Use temporary fire hydrants.
 - d. Contractor has the option to use temporary fire hydrants in lieu of taps. Temporary fire hydrants must be removed after testing is complete.
- 2. Coordinate time of flushing with Village of Williams Bay and engineer at least 72 hours in advance of flushing. Do not initiate flushing without Village of Williams Bay's permission.

C.8 Disinfection

- 1. General:
 - a. After the water main work has been satisfactorily completed and tested, disinfect the work according to AWWA C651 and NR 811 of the State of Wisconsin Administrative Code as modified by these specifications.
 - b. Isolate and disinfect new water main in segments of no more than 1,500 feet.

2. Forms of Applied Chlorine:
 - a. Apply chlorine by gas feed unless solution feed chlorinator or solution of chlorine solution-bearing compounds as approved by the Village of Williams Bay.
 - 1) Provide effective diffusion of the gas or solution into the water and regulate the rate of gas flow.
 - 2) Provide means for preventing the backflow of water into the feeder.
 - b. Chlorine solution-bearing compounds in water: Apply solution of sodium hypochlorite into one end of the section of main to be disinfected while filling the main with water.
3. Requirement of Chlorine:
 - a. Initial chlorine solution in pipe: At least 50 mg/l, but not more than 100 mg/l.
 - b. Retain the disinfecting solutions in the work for at least 24 hours.
 - c. Chlorine residual after the retention period: At least 25 mg/l.
 - d. Test chlorine residual in each segment and add chlorine if required.
4. Flushing and Testing:
 - a. Following chlorination, flush treated water thoroughly from the water mains work until the chlorine concentration in the water flowing from the main is no higher than generally prevailing in the Village of Williams Bay's system, but at least 1 mg/l.
 - b. Hold and infiltrate the initial discharge of highly chlorinated flush water such that the chlorine concentration of water discharged from the site is less than 0.5 mg/l. Provide residual chlorine testing as required. If the initial discharge of highly chlorinated flush water cannot be held on site, provide chemical dechlorination by injection or drip addition of sodium bisulfate or an approved equal chemical reduction system such that the chlorine concentration of water discharged from the site is less than 0.5 mg/l. Provide residual chlorine testing as required.
 - c. After flushing, collect water samples in sterile bottles treated with sodium thiosulfate on two successive days 24 hours apart. Notify the engineer and the Village of Williams Bay to witness sample collection.
 - d. The Village of Williams Bay will deliver the samples to a State-approved laboratory for bacteriological analysis.
 - e. Should the initial disinfection result in an unsatisfactory bacterial test, repeat the chlorination procedure until satisfactory results are obtained.
 - f. The Village of Williams Bay will provide the water for initial flushing and testing only. Compensate the Village of Williams Bay for water used in subsequent flushing and testing.
5. Swabbing: Flush and swab the piping, valves, and fittings that must be placed in service immediately and cannot be disinfected by the above specified methods, with 5% solution of calcium hypochlorite prior to assembly. Secure the engineer's approval before applying this method of disinfection.

D Measurement

The department will measure Install Water Main (size) by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.50	Install Water Main 6-Inch	LF
SPV.0090.51	Install Water Main 8-Inch	LF
SPV.0090.52	Install Water Main 10-Inch	LF
SPV.0090.53	Install Water Main 12-Inch	LF

Payment is full compensation for installation with tracer wire to the line and grade shown on the Contract plans. It shall include transporting and installing the necessary pipe, fittings, excavation, bedding, cover, granular backfill, plugs, buttresses, insulation, compaction, testing, disinfection, and two safe samples.

**46. Water Service Pipe 1-Inch, Item SPV.0090.54;
Water Service Pipe 1 1/2-Inch, Item SPV.0090.55.**

A Description

This special provision describes furnishing and installing water service pipe from connection at the water main to connection at the existing water service at the street right-of-way line, as shown on the plans and as hereinafter provided. All work performed and material supplied shall conform to the latest editions of the *Standard Specifications for Sewer and Water Construction in Wisconsin* (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 Granular Pipe Bedding and Cover Materials

Water service piping shall be installed with bedding and cover materials as specified for water main pipe.

B.2 Trench Backfill

Water service piping shall be backfilled with materials as specified for water main pipe and as shown on the plans.

B.3 Pipe

Provide water service pipe consisting of Polyethylene (PE 3408) Pressure Pipe and Tubing, CTS (Copper Tubing Size) rated for 250 psi service laterals conforming to ANSI/AWWA C901–Latest Revision in sizes and length specified on the design plans. Polyethylene tubing shall conform to the outside diameter dimensions of Type K Copper.

The polyethylene tubing shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, or other defects. It shall be uniform in color, opacity, density, and other physical properties. Surfaces of the product shall be free from scratches, gouges, bloom, and color imperfections. The polyethylene tubing shall be permanently identified as PE 3408 water service tubing and the markings shall also include manufacturer's brand name or trademark and production record code, nominal size, NSF logo, pressure class (PC 250), AWWA designation number (AWWA C901-02), and date of manufacture. SDR 9-200 PSI tubing (CTS-OD) will be color coded with a blue stripe and marked with the word "Tubing" and the dimension ratio. A stainless-steel stiffener is required on the inside of the polyethylene tubing at all connections.

C Construction

C.1 General

1. Make service connections at locations shown on the plans or determined by the engineer at the time of construction.
2. Install water service pipe, corporation stop, and curb stop as shown on the standard water service installation detail.
3. Set curb stop on a precast concrete block.
4. Do not splice the water service pipe.
5. Install new water main but do not install corporation stops, service lines, curb stops, or service boxes; conduct pressure test and leakage test; provide disinfection of new water main; flush main; after acceptance for use put main into service (while existing main continues to function); install corporation stops, curb stops, and new service boxes; and connect new service box to existing service lines.
6. Notify the affected building occupants of the time of shutoff and the expected duration of shutoff at least 24 hours in advance.

C.2 Service boxes

1. Install over the curb stop in a truly vertical position.
2. Set the top of the box flush with the finished grade ground level.

D Measurement

The department will measure Water Service Pipe 1-Inch and 1 1/2-Inch by the horizontal linear foot, acceptably completed. Measurement will be from centerline of water main through fittings and valves to end of service.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.54	Water Service Pipe 1-Inch	LF
SPV.0090.55	Water Service Pipe 1 1/2-Inch	LF

Payment is full compensation for furnishing and installing all materials, including pipe, (excluding corporation stop, curb stop, and service saddle), sand bedding, and cover; excavation, abandonment of existing service; notification of building occupants; backfilling and compaction with granular materials; and for disposing of excess materials.

The department will pay separately for dewatering.

47. Water Main Horizontal Directional Drill 8-Inch Pipe, Item SPV.0090.56; Water Main Horizontal Directional Drill 12-Inch Pipe, Item SPV.0090.57.

A Description

This special provision describes installation of horizontal directional-drilled water pipe and fittings. Work for this item also includes:

1. Excavating boring pits and other trenches. Backfilling and compacting said excavations.
2. Exposing existing water mains to verify location and depth.
3. Installing tracer wire, joint adapters, bracing, plugs, and other accessories.
4. Disposing of surplus material.
5. Restoring the work area.

All work performed and material supplied shall conform to the latest editions of the Standard Specifications for Sewer and Water Construction in Wisconsin (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 Pipe

The anticipated pipe will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items:

PVC Pipe (Splined Joint)

1. Material:
 - a. 12454A or B polyvinyl chloride complying with ASTM D-1784.
 - b. AWWA C900 pressure pipe with a standard dimension ratio of 18 (SDR 18).
 - c. Restrained joint PVC pipe with restraining grooves, built-in sealing gaskets, and beveled edges, manufactured to D.I.O.D. CertainTeed Certa Lok.
 - d. Color: blue pipe for potable water applications.

2. Joints:
 - a. PVC-restrained joint separate coupling or integral bell with elastomeric seal and restraining grooves. Restraining spline: splines sized to fit coupling grooves made of Nylon 101.
 - b. Install restrained joint mechanical gland adapters for connection to ductile iron pipe at ends of PVC piping.
 - c. Acceptable manufacturer: CertainTeed Certa-Lok or Certa-Lok RJIB.

B.2 Tracer Wire

Tracer wire shall conform to the following conditions:

1. Galvanized or stainless steel.
2. 1/4-inch-diameter braided cable.
3. 2,000-lb minimum breaking strength.
4. Protective PVC coating (to resist corrosion and damage during installation).

C Construction

C.1 General

1. Install horizontal directionally-drilled utility pipe according to manufacturer's recommendations.
2. Limit size of borehole to 1.5 times the outside diameter of the pipe bell.

C.2 Surface Conditions

Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

C.3 Protection

1. Protect Existing Utilities Indicated or Made Known.
 - a. Protect trees and shrubs by plank wrappers securely wired in place or by providing a fence around the tree or shrub of sufficient distance away and of sufficient height so trees and shrubs will not be damaged in any way as part of this Work.
 - b. Do not permit any equipment to operate within 5 feet of any trees or shrubs that are to remain or in a manner as to harm overhanging branches.
2. Protection of Persons and Property:
 - a. Barricade open depressions and holes occurring as part of this Work, and post warning lights on property adjacent to or with public access.
 - b. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - c. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by operations under this Section.
3. Remove the top 6 inches of topsoil at entry and exit locations and stockpile the topsoil on-site. Cover the topsoil with tarps and sandbags or other weights to keep the tarps in place. Surround topsoil storage areas and the drilling and separation equipment and tanks with silt fence and/or compost filter logs and/or coir wattles.
4. Use means necessary to prevent dust from becoming a nuisance to the public, to neighbors, and to other work being performed on or near the work areas.
5. Maintain access to the work areas at all times.

6. Provide protection to environment, public and private property, and public or private utilities from drilling fluid used as lubricant, cooling, suspending cuttings, controlling downhole pressures, providing pipe buoyancy, and for hole support during drilling and pipe insertion.
 - a. Provide vac-trucks and apparatus of sufficient size and quantity to reclaim drilling fluid used during operations.
 - b. Provide trucks, end loaders, and any other equipment and manpower necessary to maintain a clean and safe work site during construction.
7. Horizontal directional drilling activities shall be constantly monitored by the contractor and may be monitored by the representatives of the Village of Williams Bay, the engineer, and Environmental Inspector, or any combination of these representatives. Monitoring shall include:
 - a. Inspection along the drill path.
 - b. Continuous examination of drilling fluid pressure gauges and return flows to the surface pits by the contractor.
 - c. Monitoring of drill status information regarding drilling conditions and alignment of the drilling profile during the course of drilling activities by the contractor.
 - d. If a release event occurs, contain the drilling fluids and continue inspection to determine any potential for movement of released drilling mud into or within a wetland or water body. Collect drilling mud returns at the release location for future analysis, as required. Notify the Village of Williams Bay, the engineer, and Environmental Inspector, or any combination of these representatives. The Village of Williams Bay, or their representative, will keep documentation and photographs of release events.
 - e. If a monitoring indicates a release is occurring or has occurred, the contractor shall immediately begin containment.
 - 1) The contractor shall determine and implement any modifications to the drilling technique or composition of drilling fluid (e.g., thickening of mud by increasing bentonite content, temporary lowering of the downhole pressures, etc.) to minimize or prevent further releases of drilling mud.
 - 2) If a release occurs within a wetland or water body, reasonable actions within the limitation of directional drilling technology and the contractor's ability shall be taken to re-establish drilling mud circulation.
 - 3) The Village of Williams Bay may evaluate the release to determine if containments structures are warranted and can effectively contain the release. When making this determination, the Village of Williams Bay may consider if placement of containments structures will cause additional adverse environmental impact.
 - 4) Upon completion of the drilling operations, the Village of Williams Bay may consult with applicable regulatory agencies to determine any final clean-up requirements for the release.
 - 5) If public health and safety are threatened by the release, drilling operations might be shut down until the threat is eliminated. This measure would be taken as a last resort because of the potential for drill hole collapse resulting from loss of downhole pressure.
8. Dispose of all bentonite slurry, drilling fluid, cuttings, pit spoils, etc. at a legal off-site disposal area.

C.4 Installation and Receiving Pits

1. Although most horizontal directional drilling is done without the use of pits, in the rare case that is are required, comply with the following criteria.

2. Protect pits as required to install and receive pipes.
 - a. Provide tight sheeting where required to provide protection to public, permitting agency and public property, and adjacent utilities.
 - b. Comply with Occupational Safety and Health Administration requirements for type, installation, and removal of sheeting.
 - c. Leave sheeting in place where indicated on the plans.
 - d. Provide fencing around pits to secure the area and to provide protection to the public.
3. Provide pits of length and width as necessary to install pipes and sized to fit area available for Work.
4. Provide dewatering as required to allow excavation of pits and installation of pipes. Provide protection to the environment from erosion or sedimentation resulting from all pumping operations.
5. Backfilling of pits:
 - a. Backfill with compacted granular backfill materials where indicated on the plans.
 - b. Backfill with compacted excavated materials where granular backfill material is not indicated.
 - c. Re-grade slopes and ditches to match preconstruction condition and adjacent area.
 - d. Remove all construction debris, materials, excess excavated material, and sheeting from construction area upon completion of the Work.

C.5 Pipe Installation

1. Provide pipe insertion pits necessary for complete installation of pipe.
 - a. Position pits at locations indicated on the plans whenever possible.
 - b. Provide additional pits as required to install new pipe.
 - c. Provide all traffic control, barricades, flagmen, and other items at insertion pit areas as necessary to complete the work.
 - d. Provide tight sheeting at insertion pits to keep pit to the minimum size necessary to do the work. Remove sheeting when work is completed.
2. Connect to manholes or valve vaults where indicated on the plans and as outlined in these Specifications.
3. Install PVC pipe by pulling the pipe into place.
 - a. Provide winch systems designed to protect structures, provide directional stability, and pull pipe from insertion point to exit point without causing damage to the pipe being inserted.
 - b. Insert pipe in a continuous operation from point to point.
 - c. Provide lubricants as specified by pipe manufacturer to avoid stressing of pipe beyond its elastic limit during insertion.
 - d. Provide silencers, mufflers, or other devices required to reduce noise from compressors and other equipment to meet limits as outlined by Village of Williams Bay's local ordinances.
4. Joints:

For PVC, provide elastomeric seals in non-metallic restrained joint couplings that are restrained with use of nylon splines. Utilize ductile iron mechanical gland adapters only when connection to ductile iron pipe is at extremities of PVC installation.

5. Allow pipe cooling and relaxation time as per pipe manufacturer's recommendations, a minimum of four hours, prior to sealing of annular spaces at manholes or vaults.
 - a. Extend pipe into structure a minimum of 4 inches beyond interior walls prior to cooling period, to allow for relaxation of pipe.
 - b. Seal annular spaces at structure walls with non-shrink grout.
 - c. Utilize flexible rubber gasket collars for connections to new manholes or vaults if indicated on drawing details or required in other Sections of these Specifications.
6. Provide transition fittings and temporary plugs and/or caps on pipes where pipes are left for others to connect to.
7. Provide neoprene or rubber seals between drilled pipe and carrier pipe at termination of drilled pipe, if dual pipes are indicated.
8. Mark location of drilled pipe termination points on "Job Set" of plans, measured from adjacent permanent structures or iron pins.
9. Install pipe tracer wire (and conduit) pulled into place alongside the main pipe at each drilling location for the total length of pipe. Connect tracer wire to ductile or steel pipe or to tracer wire on pipe installed by other methods with a "hard" connection at each end of directional drilled pipe.
10. Anchors:
 - a. Provide HDPE butt-fused thrust collars around circumference of HDPE pipe at all termination points of drill.
 - b. Proved concrete thrust block/anchors around thrust collars at all HDPE pipe termination points.

C.6 Testing

1. Comply with water main testing requirements outlined in other Sections of these Specifications.
2. Repair any defects or leaks in the pipe discovered during testing.
3. Retest all repaired sections until they meet all testing and inspection requirements.

D Measurement

The department will measure Horizontal Directional Drill 8-Inch and 12-Inch Pipe by the horizontal linear foot acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.56	Water Main Horizontal Directional Drill 8-Inch Pipe	LF
SPV.0090.57	Water Main Horizontal Directional Drill 12-Inch Pipe	LF

Payment is full compensation for installation with tracer wire to the line and grade shown on the plans, including transporting and installing the necessary pipe, fittings, excavation, bedding, cover, granular backfill, compaction, testing, and disinfection.

48. Relay 8-Inch Sanitary Sewer with 12-Inch Sanitary Sewer, Item SPV.0090.58.

A Description

This special provision describes transporting and relaying new sanitary sewer as shown on the plans and as hereinafter provided. All work performed and material supplied shall conform to the latest editions of the *Standard Specifications for Sewer and Water Construction in Wisconsin* (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 Pipe

12-Inch PVC Pipe will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: PVC sewer pipe, ASTM D3034, SDR-26, with electrometric gasket type joints.

Contractor shall furnish factory fabricated in-line wyes for lateral connections to the proposed relayed sanitary sewer mains.

B.2 Granular Pipe Bedding and Cover Materials

1. Provide well graded, washed, mixture of 100% crushed gravel or crushed stone aggregate free of clay, loam, dirt, calcareous or other foreign matter conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin.
 - a. For pipe 18 inches in diameter and smaller, use material of 3/8-inch crushed stone chips with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1/2-inch	100%
3/8-inch	90-100%
No. 8	0-15%
No. 30	0-3%

B.3 Granular Backfill

Granular backfill meeting the following requirements shall be used. Flooding trenches as a means of compaction is not allowed. Spoil backfill will not be allowed.

1. Provide either pit run gravel or granular material.
 - a. Pit run gravel: Free from organic matter, cohesionless granular material obtained from natural deposits of sand and gravel, passing 3/4-inch sieve, and not more than 15% passing the No. 200 sieve.
 - b. Granular material: Use granular materials consisting of durable particles ranging in size from fine to coarse in a substantially uniform combination complying with the Standard Specifications for Sewer and Water Construction in Wisconsin with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
2-inch	95-100%
No. 4	35-60%
Finer than No. 200	5-15%

B.4 Tracer Wire

Tracer wire, connectors, access boxes will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: Single Strand, single conductor, copper-clad steel, No. 10 AWG high strength, high carbon with minimum 450 lb. break load, minimum 30 mil. high density polyethylene (HDPE) insulation thickness (1230B-HS) for direct bury installation, color coded per APWA Standards.

Provided Items: Tracer wire connectors - DryConn 3-way Direct Bury Lug.

Provided Items: Tracer wire access box - Above ground two terminal Cobra Test Station located behind each hydrant.

C Construction

Inspect pipe, fittings, and appurtenances for defects when delivered to the job site and prior to lowering into the trench. Remove defective material from the job site. All material is to be clean and free of deleterious substances prior to use in the work.

Maintain sewage service during construction. Pumping sewage around the work site and any other temporary measures required will be considered incidental to this item of work.

Keep the trench free of water during sanitary sewer installation. Provide all dewatering measures necessary to maintain a water free trench including but not limited to WDNR permits and management of pumped water to prevent erosion and siltation downstream of point of discharge.

The existing pipe shall be removed in pieces and disposed of.

Install sanitary sewer pipe to an elevation tolerance of ± 0.03 feet of plan elevation. Make connections to existing sanitary sewer at the locations shown on the plans.

Make connections to new sanitary sewer manholes at the locations shown on the plans. Install new pipe in flexible manhole connector (boot) complying with ASTM C923.

Install in-line wye connections at location for each lateral service. Install wye fittings at an angle of 45 degrees up from the horizontal for risers.

The contractor will furnish and install tracer wire along the entire length of any new pipe being installed according to the plan details. Proof of continuity is required upon installation, repair, or replacement of tracer wire.

Perform deflection tests on all PVC plastic pipe after final backfill is placed. Test in presence of engineer. Deflection is limited to 5% of base inside pipe diameter if tested within 30 days of placement of final backfill. Maximum deflection will not exceed 7.5% of base inside pipe diameter when testing occurs more than 30 days after placement of final backfill. Supply a rigid ball, mandrel, or other approved device of proper size, and pull it manually without mechanical assistance through sewer; failure to pass freely is cause for rejection of sewer.

D Measurement

The department will measure Relay 8-Inch Sanitary Sewer with 12-Inch Sanitary Sewer by the linear foot, acceptably completed. Measurement will be from center to center of manholes.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.58	Relay 8-Inch Sanitary Sewer with 12-Inch Sanitary Sewer	LF

Payment is full compensation for removing and properly disposing of the existing pipe and replacing them with the specified size and type of pipe; transporting the pipe, couplers, and manufacturer's certificates for the pipe; tracer wire, couplings, connections to manholes, in-line wyes, fittings, and miscellaneous materials required for the connection; excavation, backfilling, compaction, testing, and bypass pumping; and hauling and properly disposing of excavated detrimental objects and materials.

49. Sanitary Force Main 6-Inch, Item SPV.0090.59; Sanitary Force Main 8-Inch, Item SPV.0090.60.

A Description

This special provision describes transporting and installing new force main as shown on the plans and as hereinafter provided. All work performed and material supplied shall conform to the latest editions of the *Standard Specifications for Sewer and Water Construction in Wisconsin* (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 PVC Pressure Pipe and Fittings:

1. Pipe:

The anticipated pipe will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items:

- a. Class 12454A or B polyvinyl chloride complying with ASTM D-1784.
- b. ASTM D-2241 for 160 psi pressure rating with a SDR of 26.
- c. Pipe Joints: Push-on bell and spigot type joints with elastomeric seals conforming to ASTM F477 and pressure rated according to ASTM D3139.

2. Fittings:

The anticipated fittings will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: Force main fittings will be compact ductile iron mechanical joint fittings complying with ANSI A21.10 or A21.53. Fittings will have cement lining complying with ANSI A-21.4, standard thickness. Nuts and bolts will be Cor-Blue or 304 SS per ASTM A194.

- a. Provide restrained joints:

The anticipated fittings will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items:

- 1) Joint retainer gland systems that provide locking segments shaped to pipe barrel and that do not create stress points on pipe barrel.
 - (a) EBAA Iron Megalug for Pipe to Mechanical Joint Fitting restraint.
 - (b) EBAA Iron Megalug Harness for Pipe to Fitting or Pipe to Pipe Restraint.

B.2 Granular Pipe Bedding and Cover Materials

1. Provide well graded, washed, mixture of 100% crushed gravel or crushed stone aggregate free of clay, loam, dirt, calcareous, or other foreign matter conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin.

- a. For pipe 18 inches in diameter and smaller, use material of 3/8-inch crushed stone chips with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1/2-inch	100%
3/8-inch	90-100%
No. 8	0-15%
No. 30	0-3%

- b. For force mains with polyethylene wrap, use sand consisting of durable particles ranging in size from fine to coarse in a substantially uniform combination.
 - 1) Acceptable alternatives: Unwashed bank-run sand, rejected concrete sand, and crushed bank-run gravel.
 - 2) Include approximately 6% of fine clay or loam particles; do not allow clay or loam lumps.
 - 3) Moisture content: 10% maximum.
 - 4) Gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1-inch	100%
No. 16	45-80%
Material finer than No. 200	2-10%

B.3 Granular Backfill

Granular backfill meeting the following requirements shall be used. Flooding trenches as a means of compaction is not allowed. Spoil backfill will not be allowed.

- 1. Provide either pit run gravel or granular material.
 - a. Pit run gravel: Free from organic matter, cohesionless granular material obtained from natural deposits of sand and gravel, passing 3/4-inch sieve, and not more than 15% passing the No. 200 sieve.
 - b. Granular material: Use granular materials consisting of durable particles ranging in size from fine to coarse in a substantially uniform combination complying with the Standard Specifications for Sewer and Water Construction in Wisconsin with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
2-inch	95-100%
No. 4	35-60%
Finer than No. 200	5-15%

B.4 Polyethylene Sheet:

- 1. Comply with ANSI A21.5-99/AWWA C105.
- 2. Materials: Linear low-density polyethylene film (minimum 8 mils thick) or high-density cross laminated polyethylene film (minimum 4 mils thick).
- 3. Markings: The following information to be clearly marked on the sheet at minimum increments of 2 feet along its length:
 - a. Manufacturer's name or trademark.
 - b. Year of manufacture.
 - c. Minimum film thickness and material type (LLDPE or HDCLPE).
 - d. Applicable range of nominal pipe diameter size(s).
- 4. Warning–Corrosion Protection–Repair Any Damage.

B.5 Tracer Wire:

Tracer wire, connectors, access boxes will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: Single Strand, single conductor, copper-clad steel, No. 10 AWG high strength, high carbon with minimum 450 lb. break load, minimum 30 mil. high density polyethylene (HDPE) insulation thickness (1230B-HS) for direct bury installation, color coded per APWA Standards.

Provided Items: Tracer wire connectors - DryConn 3-way Direct Bury Lug.

Provided Items: Tracer wire access box - Above ground two terminal Cobra Test Station located behind each hydrant.

C Construction

C.1 Pipe Inspection, Handling, Storage, and Installation

1. General:
 - a. Install according to pipe manufacturer's recommendations.
 - b. Continually clear interior of the pipe to keep it free from foreign material.
 - c. Before making pipe joints, clean and dry all surfaces of the pipe to be joined.
 - d. Use lubricants, primers, and adhesives recommended for the purpose by the pipe manufacturer.
 - e. Make connections to new sanitary sewer manholes at the locations shown on the plans. Install new pipe in flexible manhole connector (boot) complying with ASTM C923.
2. Ductile iron fittings:
 - a. Comply with AWWA C-600.
 - b. Protect fittings installed in corrosive soils containing cinders or having a high organic content by loose wrapping with polyethylene sheet.
 - 1) Place polyethylene sheet around the entire circumference of the pipe, and tie or tape sheet securely to prevent displacement during backfilling.
 - 2) Comply with ANSI/AWWA A21.5-93/C105 regarding installation of polyethylene protection.

C.2 Depth of Pipe Cover

Install force mains at a minimum depth of 6 feet below finished grade ground level unless otherwise indicated on the plans.

C.3 Pipe Restraining Systems

1. General: Provide protection from movement of piping and bends as shown on the plans or as directed by the engineer.
2. Restrained Joint Pipe, Fittings, and Valves: Provide restrained joint pipe to a distance to a distance not less than two pipe lengths on each side of a fitting or valve.
3. Concrete Thrust Blocks:
 - a. When conditions prevent then use of restrained joints, use concrete thrust blocks of an approved type. The use of concrete thrust blocks in lieu of restrained joint pipe, fittings, and valves requires written approval of the engineer.
 - b. Provide precast or cast-in-place concrete thrust blocking with a compressive strength of 3000 psi in 28 days.
 - c. Locate thrust blocking between solid ground and the fitting to be anchored.
 - d. Unless otherwise shown or directed by the engineer, place the base and thrust bearing sides of thrust blocking directly against undisturbed earth.
 - e. Sides of thrust blocking not subject to thrust may be placed against forms.
 - f. Place thrust blocking so the fitting joints will be accessible for repair.

C.4 Testing and Inspecting

1. Hydrostatic Tests:
 - a. Where any section of the force main is provided with concrete thrust blocking, do not make hydrostatic tests until at least five days after installation of the concrete thrust blocking, unless otherwise directed by the engineer.
 - b. Devise a method for disposal of wastewater from hydrostatic tests as approved in advance by the engineer.
2. Testing:
 - a. Subject the force mains to the following hydrostatic pressure:
 - 1) Normal operating pressure of 20 psig or greater: 125 psig.
 - 2) Normal operating pressure of less than 20 psig: 50 psig.
 - 3) Air and gas piping: Pneumatic pressure of 15 psig.
 - b. Hold the test pressure for a duration of 30 minutes without pressure loss or further pressure application.
 - c. Replace or remake joints showing visible leakage.
 - d. Remove cracked pipes, defective pipes, and cracked or defective joints, fittings, and valves. Replace with sound materials and repeat the test until results are satisfactory.
 - e. Make repairs and replacements without additional cost to the Village of Williams Bay.

D Measurement

The department will measure Sanitary Force Main 6-Inch and 8-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.59	Sanitary Force Main 6-Inch	LF
SPV.0090.60	Sanitary Force Main 8-Inch	LF

Payment is full compensation for transporting and installation, including transporting and installing the necessary fittings, excavation, connections to manhole, and miscellaneous materials required for the connection; bedding, cover, granular backfill, plugs, buttresses, compaction, testing, and bypass pumping; and hauling and properly disposing of excavated detrimental objects and materials.

50. Install Sanitary Sewer Service 6-Inch, Item SPV.0090.61.

A Description

This work consists of transporting and installing sanitary sewer laterals to the requirements of the plans. All work performed and material supplied shall conform to the latest editions of the *Standard Specifications for Sewer and Water Construction in Wisconsin* (Sewer and Water Specifications), the Wisconsin State Administrative Code and the Village of Williams Bay requirements, unless otherwise called for on the plans and specifications.

B Materials

B.1 Pipe

6-Inch PVC pipe will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: SDR 26 PVC pipe conforming to the requirements of ASTM D3034.

Contractor shall furnish factory fabricated in-line wyes for lateral connections to the proposed relayed sanitary sewer mains.

B.2 Granular Pipe Bedding and Cover Materials

1. Provide well graded, washed, mixture of 100% crushed gravel or crushed stone aggregate free of clay, loam, dirt, calcareous, or other foreign matter conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin.
 - a. For pipe 18 inches in diameter and smaller, use material of 3/8-inch crushed stone chips with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
1/2-inch	100%
3/8-inch	90-100%
No. 8	0-15%
No. 30	0-3%

B.3 Granular Backfill

Granular backfill meeting the following requirements shall be used. Flooding trenches as a means of compaction is not allowed. Spoil backfill will not be allowed.

1. Provide either pit run gravel or granular material.
 - a. Pit run gravel: Free from organic matter, cohesionless granular material obtained from natural deposits of sand and gravel, passing 3/4-inch sieve, and not more than 15% passing the No. 200 sieve.
 - b. Granular material: Use granular materials consisting of durable particles ranging in size from fine to coarse in a substantially uniform combination complying with the Standard Specifications for Sewer and Water Construction in Wisconsin with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
2-inch	95-100%
No. 4	35-60%
Finer than No. 200	5-15%

B.4 Tracer Wire

Tracer wire, connectors, access boxes will be provided by the Village of Williams Bay and can be picked up at the Village of Williams Bay Public Works Yard located at 230 Williams Street, Williams Bay. Notify the Director of Public Works at (262) 245-2706 to coordinate.

Provided Items: Single Strand, single conductor, copper-clad steel, No. 10 AWG high strength, high carbon with minimum 450 lb. break load, minimum 30 mil. high density polyethylene (HDPE) insulation thickness (1230B-HS) for direct bury installation, color coded per APWA Standards.

Provided Items: Tracer wire connectors - DryConn 3-way Direct Bury Lug.

Provided Items: Tracer wire access box - Above ground two terminal Cobra Test Station located behind each hydrant.

C Construction

Construct sanitary services according to the plan details. The contractor will field verify location and type of sanitary sewer services and connect to proposed or existing sanitary main, appropriate bends, pipeline, and transition connector. Sewer services will be visually inspected. All exposed sanitary services will be connected by end of the same day.

The service locations shown on the plans are approximate. Exact locations shall be verified by the contractor. Place services straight and perpendicular to street and as close as possible to the water service from main to connection with existing lateral. Connect risers at the sewer main on a 45-degree angle.

The contractor shall field verify sanitary lateral invert elevations to existing buildings. Sanitary laterals may need to be lowered to avoid the proposed watermain and storm sewer conflicts. Dye testing may be required to field verify existing active sanitary laterals.

The contractor will furnish and install tracer wire along the entire length of any new pipe being installed according to the plan details. Proof of continuity is required upon installation, repair, or replacement of tracer wire.

D Measurement

The department will measure Install Sanitary Sewer Service 6-Inch by the linear foot, acceptably completed in place, and the quantity measured for payment will be measured from center of main or end of riser to connection point.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.61	Install Sanitary Sewer Service 6-Inch	LF

Payment is full compensation for transporting all materials, including all fittings, tracer wire, tracer wire access points, dye testing; furnishing all excavations, wyes, laying pipe, and making connections to all new or existing facilities; removal of existing sewers; furnishing all bedding material; backfilling and compaction; cleanup; and restoring the site of the work.

51. Televising Sewers, Item SPV.0090.62.

A Description

This special provision describes the televising sewer pipe within the project limits.

B Materials

(Vacant)

C Construction

Television of sanitary sewers (mainline only) is required after installation.

Provide color picture, good lighting, and audio comments on a portable hard drive. Stop the camera at each defect and lateral connection for a short period of time, panning and tilting to the defect or lateral connection. All television inspection of sewers will be according to The National Association of Sewer Service Companies (NASSCO) "RECOMMENDED SPECIFICATIONS FOR SEWER COLLECTION SYSTEM REHABILITATION."

Water shall be flowing through the pipe during televising.

Provide a report with all defects indicated in the report. List the distances from manhole to manhole and manhole to service or defects. Provide videos of the televising of the sewers on a portable hard drive, as well as one copy of the paper reports. The Village of Williams Bay will review and approve of all televising prior to final acceptance of the project.

If televising shows construction debris in the sewers, clean the debris from the sewers containing the debris. All costs associated with the cleaning is incidental to the sewer bid items.

For new sewer lines, any of the following defects evident from television inspection will be repaired by the contractor and the defect re-televised for acceptance after repair:

1. Dips in pipe exceeding one-eighth of the internal diameter of the pipe for a distance of more than 8 feet in both directions from the low point of the dip.
2. Cracked or broken pipes that have not been repaired.
3. Deflections of cross-sections for PVC pipe exceeding those allowed in Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition 3.2.6 i 4.
4. Infiltration leaks of water at joints or along the pipe.
5. Any other defect that the engineer finds unacceptable.

D Measurement

The department will measure Televising Sewers by linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.62	Televising Sewers	LF

Payment is full compensation for all costs for cleaning, television inspection, and for providing all inspection reports and portable hard drive.

52. Concrete Sidewalk Thickened Edge, Item SPV.0165.01.

A Description

Perform work according to the applicable provisions of Section 602 of the Standard Specifications and as detailed in the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Sidewalk Thickened Edge 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 Thickened Edge	SF

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

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 3 (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 1 (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 \(wisconsindot.gov\)](https://www.wisconsin.gov/transportation/highway-construction-contract-information). 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: _____

Letting Date: _____

County: _____

Total \$ Value of Prime Contract: \$ _____

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.

DBE Contract Goal: _____ %

DBE Goal Achieved: 0.00 %

This form must be completed and returned for this proposal. See page 2 for instructions.

1. DBE Firm	2. Work or Items to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE Full Subcontract \$	6. DBE Amount for Credit \$
			O# L#		
			O# L#		
			O# L#		
			O# L#		
			O# L#		
			O# L#		
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			O# L#		
			O# L#		
				\$	0.00
				\$	0.00

Government Use Only Approved Amounts		
A =	\$	%
V =	\$	%
Total =	\$	%
Signature: _____		
Date: _____		
Good faith effort approved: Yes <input type="checkbox"/> No <input type="checkbox"/>		

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://wisconsin.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel 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, 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

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"

"General Decision Number: WI20220008 10/14/2022

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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. 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:	<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

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

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
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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

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, TREMPLEALEAU, 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

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

LAB00113-004 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

 LAB00113-005 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; Pipelayer 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, 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: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001 Resurface Treatment

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	6.000 STA	_____.	_____.
0004	201.0120 Clearing	20.000 ID	_____.	_____.
0006	201.0205 Grubbing	6.000 STA	_____.	_____.
0008	201.0220 Grubbing	35.000 ID	_____.	_____.
0010	203.0100 Removing Small Pipe Culverts	1.000 EACH	_____.	_____.
0012	204.0100 Removing Concrete Pavement	277.000 SY	_____.	_____.
0014	204.0110 Removing Asphaltic Surface	1,670.000 SY	_____.	_____.
0016	204.0115 Removing Asphaltic Surface Butt Joints	1,866.000 SY	_____.	_____.
0018	204.0120 Removing Asphaltic Surface Milling	23,090.000 SY	_____.	_____.
0020	204.0130 Removing Curb	48.000 LF	_____.	_____.
0022	204.0150 Removing Curb & Gutter	2,435.000 LF	_____.	_____.
0024	204.0155 Removing Concrete Sidewalk	628.000 SY	_____.	_____.
0026	204.0210 Removing Manholes	4.000 EACH	_____.	_____.
0028	204.0220 Removing Inlets	9.000 EACH	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 01. 8-Inch	14.000 LF	_____.	_____.
0032	204.0245 Removing Storm Sewer (size) 02. 12-Inch	185.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001

Resurface Treatment

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0245 Removing Storm Sewer (size) 03. 15-Inch	65.000 LF	_____.	_____.
0036	205.0100 Excavation Common	4,040.000 CY	_____.	_____.
0038	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 3325-06-71	1.000 EACH	_____.	_____.
0040	213.0100 Finishing Roadway (project) 01. 3325-06-71	1.000 EACH	_____.	_____.
0042	305.0110 Base Aggregate Dense 3/4-Inch	219.000 TON	_____.	_____.
0044	305.0120 Base Aggregate Dense 1 1/4-Inch	5,572.000 TON	_____.	_____.
0046	311.0110 Breaker Run	862.000 TON	_____.	_____.
0048	390.0203 Base Patching Asphaltic	1,170.000 SY	_____.	_____.
0050	416.0160 Concrete Driveway 6-Inch	436.000 SY	_____.	_____.
0052	416.0260 Concrete Driveway HES 6-Inch	58.000 SY	_____.	_____.
0054	416.0610 Drilled Tie Bars	52.000 EACH	_____.	_____.
0056	455.0605 Tack Coat	4,290.000 GAL	_____.	_____.
0058	460.2000 Incentive Density HMA Pavement	4,810.000 DOL	1.00000	4,810.00
0060	460.5223 HMA Pavement 3 LT 58-28 S	3,891.000 TON	_____.	_____.
0062	460.5224 HMA Pavement 4 LT 58-28 S	3,559.000 TON	_____.	_____.
0064	465.0120 Asphaltic Surface Driveways and Field Entrances	362.000 TON	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001 Resurface Treatment

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0066	520.8000 Concrete Collars for Pipe	7.000 EACH	_____.	_____.
0068	522.2319 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 19x30-Inch	70.000 LF	_____.	_____.
0070	522.2324 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	99.000 LF	_____.	_____.
0072	522.2334 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 34x53-Inch	60.000 LF	_____.	_____.
0074	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	2.000 EACH	_____.	_____.
0076	522.2624 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	2.000 EACH	_____.	_____.
0078	522.2634 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 34x53-Inch	2.000 EACH	_____.	_____.
0080	601.0110 Concrete Curb Type D	38.000 LF	_____.	_____.
0082	601.0411 Concrete Curb & Gutter 30-Inch Type D	2,476.000 LF	_____.	_____.
0084	601.0600 Concrete Curb Pedestrian	86.000 LF	_____.	_____.
0086	602.0410 Concrete Sidewalk 5-Inch	8,900.000 SF	_____.	_____.
0088	602.0505 Curb Ramp Detectable Warning Field Yellow	130.000 SF	_____.	_____.
0090	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	12.000 SF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001 Resurface Treatment

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	606.0200 Riprap Medium	82.000 CY	_____.	_____.
0094	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	243.000 LF	_____.	_____.
0096	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	192.000 LF	_____.	_____.
0098	611.0535 Manhole Covers Type J-Special	3.000 EACH	_____.	_____.
0100	611.0624 Inlet Covers Type H	7.000 EACH	_____.	_____.
0102	611.0639 Inlet Covers Type H-S	12.000 EACH	_____.	_____.
0104	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0106	611.2005 Manholes 5-FT Diameter	1.000 EACH	_____.	_____.
0108	611.3004 Inlets 4-FT Diameter	4.000 EACH	_____.	_____.
0110	611.3230 Inlets 2x3-FT	12.000 EACH	_____.	_____.
0112	611.8110 Adjusting Manhole Covers	9.000 EACH	_____.	_____.
0114	611.8115 Adjusting Inlet Covers	1.000 EACH	_____.	_____.
0116	611.9800.S Pipe Grates	6.000 EACH	_____.	_____.
0118	618.0100 Maintenance And Repair of Haul Roads (project) 01. 3325-06-71	1.000 EACH	_____.	_____.
0120	619.1000 Mobilization	1.000 EACH	_____.	_____.
0122	623.0200 Dust Control Surface Treatment	8,580.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001 Resurface Treatment

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	624.0100 Water	5.000 MGAL	_____.	_____.
0126	625.0100 Topsoil	4,054.000 SY	_____.	_____.
0128	627.0200 Mulching	4,879.000 SY	_____.	_____.
0130	628.1104 Erosion Bales	10.000 EACH	_____.	_____.
0132	628.1504 Silt Fence	850.000 LF	_____.	_____.
0134	628.1520 Silt Fence Maintenance	850.000 LF	_____.	_____.
0136	628.1530.S Silt Fence Heavy Duty	1,150.000 LF	_____.	_____.
0138	628.1535.S Silt Fence Heavy Duty Maintenance	1,150.000 LF	_____.	_____.
0140	628.1905 Mobilizations Erosion Control	6.000 EACH	_____.	_____.
0142	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0144	628.2006 Erosion Mat Urban Class I Type A	3,400.000 SY	_____.	_____.
0146	628.7005 Inlet Protection Type A	25.000 EACH	_____.	_____.
0148	628.7010 Inlet Protection Type B	22.000 EACH	_____.	_____.
0150	628.7015 Inlet Protection Type C	17.000 EACH	_____.	_____.
0152	628.7020 Inlet Protection Type D	11.000 EACH	_____.	_____.
0154	628.7504 Temporary Ditch Checks	205.000 LF	_____.	_____.
0156	628.7555 Culvert Pipe Checks	23.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001 Resurface Treatment

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0158	628.7560 Tracking Pads	2.000 EACH	_____.	_____.
0160	628.7570 Rock Bags	10.000 EACH	_____.	_____.
0162	629.0210 Fertilizer Type B	2.600 CWT	_____.	_____.
0164	630.0130 Seeding Mixture No. 30	4.000 LB	_____.	_____.
0166	630.0160 Seeding Mixture No. 60	48.000 LB	_____.	_____.
0168	630.0200 Seeding Temporary	211.000 LB	_____.	_____.
0170	630.0500 Seed Water	64.000 MGAL	_____.	_____.
0172	631.0300 Sod Water	53.000 MGAL	_____.	_____.
0174	631.1000 Sod Lawn	1,175.000 SY	_____.	_____.
0176	633.5200 Markers Culvert End	6.000 EACH	_____.	_____.
0178	634.0618 Posts Wood 4x6-Inch X 18-FT	31.000 EACH	_____.	_____.
0180	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	2.000 EACH	_____.	_____.
0182	637.2210 Signs Type II Reflective H	88.070 SF	_____.	_____.
0184	637.2230 Signs Type II Reflective F	111.560 SF	_____.	_____.
0186	638.2102 Moving Signs Type II	19.000 EACH	_____.	_____.
0188	638.2602 Removing Signs Type II	17.000 EACH	_____.	_____.
0190	638.3000 Removing Small Sign Supports	30.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001 Resurface Treatment

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0192	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0194	643.0300 Traffic Control Drums	783.000 DAY	_____.	_____.
0196	643.0410 Traffic Control Barricades Type II	870.000 DAY	_____.	_____.
0198	643.0420 Traffic Control Barricades Type III	900.000 DAY	_____.	_____.
0200	643.0705 Traffic Control Warning Lights Type A	1,776.000 DAY	_____.	_____.
0202	643.0900 Traffic Control Signs	15,498.000 DAY	_____.	_____.
0204	643.0910 Traffic Control Covering Signs Type I	3.000 EACH	_____.	_____.
0206	643.0920 Traffic Control Covering Signs Type II	4.000 EACH	_____.	_____.
0208	643.1000 Traffic Control Signs Fixed Message	28.000 SF	_____.	_____.
0210	643.3150 Temporary Marking Line Removable Tape 4-Inch	190.000 LF	_____.	_____.
0212	643.3505 Temporary Marking Arrow Paint	2.000 EACH	_____.	_____.
0214	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0216	644.1430 Temporary Pedestrian Surface Plate	120.000 SF	_____.	_____.
0218	644.1601 Temporary Pedestrian Curb Ramp	55.000 DAY	_____.	_____.
0220	644.1810 Temporary Pedestrian Barricade	77.000 LF	_____.	_____.
0222	645.0120 Geotextile Type HR	147.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001 Resurface Treatment

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0224	645.0220 Geogrid Type SR	464.000 SY	_____.	_____.
0226	646.1020 Marking Line Epoxy 4-Inch	13,080.000 LF	_____.	_____.
0228	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	4,652.000 LF	_____.	_____.
0230	646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	826.000 LF	_____.	_____.
0232	646.3020 Marking Line Epoxy 8-Inch	152.000 LF	_____.	_____.
0234	646.5005 Marking Arrow Paint	5.000 EACH	_____.	_____.
0236	646.5020 Marking Arrow Epoxy	4.000 EACH	_____.	_____.
0238	646.5120 Marking Word Epoxy	2.000 EACH	_____.	_____.
0240	646.6120 Marking Stop Line Epoxy 18-Inch	193.000 LF	_____.	_____.
0242	646.7120 Marking Diagonal Epoxy 12-Inch	244.000 LF	_____.	_____.
0244	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	481.000 LF	_____.	_____.
0246	646.8305 Marking Parking Stall Paint	162.000 LF	_____.	_____.
0248	646.9000 Marking Removal Line 4-Inch	51.000 LF	_____.	_____.
0250	646.9300 Marking Removal Special Marking	1.000 EACH	_____.	_____.
0252	648.0100 Locating No-Passing Zones	1.000 MI	_____.	_____.
0254	650.4000 Construction Staking Storm Sewer	18.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001 Resurface Treatment

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0256	650.4500 Construction Staking Subgrade	815.000 LF	_____.	_____.
0258	650.5000 Construction Staking Base	815.000 LF	_____.	_____.
0260	650.5500 Construction Staking Curb Gutter and Curb & Gutter	2,476.000 LF	_____.	_____.
0262	650.6000 Construction Staking Pipe Culverts	3.000 EACH	_____.	_____.
0264	650.8000 Construction Staking Resurfacing Reference	5,560.000 LF	_____.	_____.
0266	650.9000 Construction Staking Curb Ramps	12.000 EACH	_____.	_____.
0268	650.9500 Construction Staking Sidewalk (project) 01. 3325-06-71	1.000 EACH	_____.	_____.
0270	650.9911 Construction Staking Supplemental Control (project) 01. 3325-06-71	1.000 EACH	_____.	_____.
0272	650.9920 Construction Staking Slope Stakes	2,525.000 LF	_____.	_____.
0274	690.0150 Sawing Asphalt	3,059.000 LF	_____.	_____.
0276	690.0250 Sawing Concrete	303.000 LF	_____.	_____.
0278	740.0440 Incentive IRI Ride	4,824.000 DOL	1.00000	4,824.00
0280	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	300.000 HRS	5.00000	1,500.00
0282	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	900.000 HRS	5.00000	4,500.00
0284	SPV.0035 Special 50. Sanitary Sewer Trench Stabilization	24.000 CY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001 Resurface Treatment

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0286	SPV.0060 Special 01. Section Corner Monuments Special	2.000 EACH	_____.	_____.
0288	SPV.0060 Special 02. Sump Pump Connection and Cleanout	3.000 EACH	_____.	_____.
0290	SPV.0060 Special 03. Rectangular Rapid Flashing Beacon (RRFB) System STH 67 NB at Stark St	1.000 EACH	_____.	_____.
0292	SPV.0060 Special 04. Rectangular Rapid Flashing Beacon (RRFB) System STH 67 SB at Stark St	1.000 EACH	_____.	_____.
0294	SPV.0060 Special 05. Storm Sewer Tap	1.000 EACH	_____.	_____.
0296	SPV.0060 Special 50. Remove and Salvage Fire Hydrants	2.000 EACH	_____.	_____.
0298	SPV.0060 Special 51. Abandon Water Main Valve Manholes and Valve Boxes	11.000 EACH	_____.	_____.
0300	SPV.0060 Special 52. Install Gate Valve and Box 6- Inch	3.000 EACH	_____.	_____.
0302	SPV.0060 Special 53. Install Gate Valve and Box 8- Inch	3.000 EACH	_____.	_____.
0304	SPV.0060 Special 54. Install Gate Valve and Box 12-Inch	15.000 EACH	_____.	_____.
0306	SPV.0060 Special 55. Install Fire Hydrant	3.000 EACH	_____.	_____.
0308	SPV.0060 Special 56. Install Corporation Stop & Curb Stop and Box 1-Inch	1.000 EACH	_____.	_____.
0310	SPV.0060 Special 57. Install Corporation Stop & Curb Stop and Box 1 1/2-Inch	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001 Resurface Treatment

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0312	SPV.0060 Special 58. Connect to Existing Water Main (Non-Pressure)	11.000 EACH	_____.	_____.
0314	SPV.0060 Special 59. Connect to Existing Water Service	3.000 EACH	_____.	_____.
0316	SPV.0060 Special 60. Remove and Replace Sanitary Manhole 48-Inch	3.000 EACH	_____.	_____.
0318	SPV.0060 Special 61. Reconnect Sanitary Sewer Lateral	12.000 EACH	_____.	_____.
0320	SPV.0060 Special 62. Utility Line Openings	13.000 EACH	_____.	_____.
0322	SPV.0060 Special 63. Relocate Fire Hydrant	1.000 EACH	_____.	_____.
0324	SPV.0060 Special 64. Connect to Existing 6-Inch Force Main	2.000 EACH	_____.	_____.
0326	SPV.0060 Special 70. Abandoning Water Main	1.000 EACH	_____.	_____.
0328	SPV.0060 Special 71. Abandoning Force Main	1.000 EACH	_____.	_____.
0330	SPV.0060 Special 72. Construction Staking Water Main	1.000 EACH	_____.	_____.
0332	SPV.0060 Special 73. Construction Staking Sanitary Sewer	1.000 EACH	_____.	_____.
0334	SPV.0060 Special 74. Dewatering for Sanitary and Water Main Construction	1.000 EACH	_____.	_____.
0336	SPV.0090 Special 01. Concrete Curb Type D Special	11.000 LF	_____.	_____.
0338	SPV.0090 Special 02. Concrete Curb Pedestrian 6-Inch	28.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

SECTION: 0001 Resurface Treatment

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0340	SPV.0090 Special 03. Concrete Curb Pedestrian 8-Inch	20.000 LF	_____.	_____.
0342	SPV.0090 Special 50. Install Water Main 6-Inch	68.000 LF	_____.	_____.
0344	SPV.0090 Special 51. Install Water Main 8-Inch	223.000 LF	_____.	_____.
0346	SPV.0090 Special 52. Install Water Main 10-Inch	69.000 LF	_____.	_____.
0348	SPV.0090 Special 53. Install Water Main 12-Inch	1,946.000 LF	_____.	_____.
0350	SPV.0090 Special 54. Water Service Pipe 1-Inch	36.000 LF	_____.	_____.
0352	SPV.0090 Special 55. Water Service Pipe 1 1/2-Inch	40.000 LF	_____.	_____.
0354	SPV.0090 Special 56. Water Main Horizontal Directional Drill 8-Inch Pipe	70.000 LF	_____.	_____.
0356	SPV.0090 Special 57. Water Main Horizontal Directional Drill 12-Inch Pipe	134.000 LF	_____.	_____.
0358	SPV.0090 Special 58. Relay 8-Inch Sanitary Sewer with 12-Inch Sanitary Sewer	811.000 LF	_____.	_____.
0360	SPV.0090 Special 59. Sanitary Force Main 6-Inch	30.000 LF	_____.	_____.
0362	SPV.0090 Special 60. Sanitary Force Main 8-Inch	100.000 LF	_____.	_____.
0364	SPV.0090 Special 61. Install Sanitary Sewer Service 6-Inch	350.000 LF	_____.	_____.
0366	SPV.0090 Special 62. Televising Sewers	811.000 LF	_____.	_____.
0368	SPV.0165 Special 01. Concrete Sidewalk Thickened Edge	143.000 SF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230110015 Project(s): 3325-06-71, 3325-06-72

Federal ID(s): N/A, WISC 2023148

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, 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(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

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, 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

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, 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
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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"

