

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **021**

| <u>COUNTY</u> | <u>STATE PROJECT</u> | <u>FEDERAL</u> | <u>PROJECT DESCRIPTION</u>                                    | <u>HIGHWAY</u> |
|---------------|----------------------|----------------|---|----------------|
| Wood          | 6995-12-70           | WISC 2023397   | C Marshfield, S Lincoln Avenue; West 5th Street To Adler Road | LOC STR        |

## ADDENDUM REQUIRED ATTACHED AT BACK

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

|   |  |
|---|--|
| Proposal Guaranty Required: \$75,000.00<br>Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE.   |
| Bid Submittal<br>Date: May 9, 2023<br>Time (Local Time): 9:00 am      11:00 am                | Firm Name, Address, City, State, Zip Code<br><br><h3 style="margin: 0;">SAMPLE</h3> <h3 style="margin: 0;">NOT FOR BIDDING PURPOSES</h3> |
| Contract Completion Time<br>65 Working Days   | This contract is exempt from federal oversight.  |
| Assigned Disadvantaged Business Enterprise Goal <b>3%</b>                                     |  |

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:<br>Grading, Base, Concrete Pavement, Asphalt Pavement, Culvert Pipe, Storm Sewer, Curb and Gutter, Sidewalk, Signs, Pavement Markings, Water Main, Sanitary Sewer. | 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](http://www.bidx.com) web site or by contacting:

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

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

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

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

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

## B. Submitting Electronic Bids

### B.1 On the Internet

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:  
<https://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<br>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.

## Special Provisions

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## STSP'S Revised January 13, 2023

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 6995-12-70, C Marshfield, S Lincoln Avenue, West 5<sup>th</sup> Street to Adler Road, Loc Str, Wood 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 (20230113)

#### 2. Scope of Work.

The work under this contract shall consist of grading, concrete pavement, base aggregate open graded, screened breaker run stone, concrete curb and gutter, storm sewer, sidewalk, multi-use path, signing, pavement marking, sanitary sewer, water main 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 time frame for construction of the project within the 2023 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the beginning of the approved time frame.

To revise the time frame, submit a written request to the engineer at least two weeks before the beginning of the intended time frame. 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.

#### Fish Spawning

There shall be no instream disturbance of Greenway and subsequent channelized drainage that is a Tributary to an Unnamed Tributary to the East Branch Yellow River at Station 113+75 RT as a result of construction activity under or for this contract, from March 1st to June 15th 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.

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

### **Turtles**

Turtles have the potential to inhabit the project limits. If found within the project area turtles shall be moved to a suitable habitat outside of the project area.

## **4. Traffic.**

Lincoln Avenue will be closed to through traffic and constructed utilizing the below detour routes:

### Northbound Detour

Lincoln Avenue (Northbound) to West Fifth Street (Eastbound) to South Adams Avenue (Northbound) to Adler Road/CTH Y (Westbound) to Lincoln Avenue (Northbound).

### Southbound Detour

Lincoln Avenue (Southbound) to Adler Road/CTH Y (Eastbound) to South Adams Avenue (Southbound) to West Fifth Street (Westbound) to Lincoln Avenue (Southbound).

Place the detour prior to beginning work on Lincoln Avenue and maintain until completion of project.

Maintain access for local and emergency traffic at all times with a minimum base aggregate dense surface. When a construction operation will temporarily restrict access to a property or change existing access to a property, coordinate with the owner or resident at least 48 hours prior to the work.

Access to residences will be provided and maintained at all times except during concrete paving and curing times. The contractor shall provide notice to residents of full closure at least 3 working days prior to closure and coordinate with the City of Marshfield on appropriate on-street parking locations.

Temporary pedestrian access shall be maintained at the beginning and end construction limits during construction. At a minimum contractor shall provide a 4-foot-wide temporary sidewalk or equivalent, temporary pedestrian curb ramps, and temporary pedestrian barricade, if needed. Engineer on site can approve eliminating temporary pedestrian curb ramps if an alternative path is deemed reasonable in the field.

Within the project limits there are residents with ADA accessibility needs. Utilize temporary driveway access and temporary pedestrian surfaces to provide the necessary access to all impacted properties within the City of Marshfield right-of-way during construction. Coordinate prior to construction with each property owner to determine their needs.

Coordinate with local Post Office to provide proper access for postal pick-ups and drop-offs during construction. Notify Post Office of any temporary mailbox locations, if required, during the duration of project.

Notify the engineer if there are any changes in the schedule, early completions, or cancellation of schedule work.

## **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 STH 13, USH 10, or Wood CTH Y 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 June 30, 2023 to 6:00 AM Wednesday, July 5, 2023 for Independence Day;
- From noon Friday, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day.

stp-107-005 (20210113)

## 6. Utilities.

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

stp-107-066 (20080501)

All stations and offsets are in relation to Lincoln Avenue unless otherwise noted.

### **Astrea** (Communication Line)

Astrea has underground communication lines parallel to the roadway on the west side throughout the project limits. Astrea plans to lower the communication line between Station 101+61 to Station 104+50 during construction. Work will require two working days to complete. Contractor shall coordinate with Andrew Heigl at phone number: 906.221.7536, or email: andy.heigl@astreaconnect.com five business days prior to beginning work between Station 101+61 to Station 104+50.

### **ATC Management Inc.** (Electricity – Transmission)

ATC Management Inc. has overhead facilities parallel to the roadway on the west side throughout the project limits. There are no anticipated conflicts with the 115kV Transmission facilities along the mainline. Maintain a safe working clearance to the 115 kV conductors at all times based on the latest OSHA requirements; existing power pole locations are:

- Station 102+90 LT
- Station 105+70 LT
- Station 108+55 LT
- Station 111+35 LT
- Station 114+05 LT

### **Charter Communications** (Communication Line)

Charter Communications has overhead lines in conjunction with ATC Management Inc on the west side throughout the project limits. There are no anticipated conflicts with the communication facilities along the mainline.

### **Frontier Communications of WI LLC** (Communication Line)

Frontier Communications has underground communication lines parallel to the roadway on the west side of Lincoln Avenue from Maryknoll Avenue to Alder Road. Frontier Communications plans to remove and relocate utility pedestal 30 feet south of Alder Road / Lincoln Avenue intersection at approximately Station 114+47 LT. Relocations will occur prior to construction.

### **Marshfield Utilities Electric Department** (Electricity)

Marshfield Utilities Electric Department has overhead electric facilities in conjunction with ATC Management Inc on the west side throughout the project limits. There are no anticipated conflicts with the electric facilities along the mainline.

### **Marshfield Utilities Water Department** (Water)

Marshfield Utilities Water Department has water main facilities under the roadway throughout the project limits. Water main and service work is included under this contract.

### **Marshfield Wastewater Utility** (Sewer)

Marshfield Wastewater Utility has sanitary facilities under the roadway throughout the project limits. Sanitary sewer work is included under this contract.

## **We Energies (Gas/Petroleum)**

We Energies has underground gas main parallel to the roadway on the east side throughout the project limits. We Energies plans to relocate the gas main between Station 113+00 to Station 115+00 to the eastside right-of-way line of Lincoln Avenue prior to construction. There are no anticipated conflicts with the gas main during construction.

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

The department has assumed coverage under the U.S. Army Corps of Engineers Section 404 Transportation Regional General Permit (TRGP). The department has determined that a pre-construction notification (permit application) to U.S. Army Corps of Engineers and their written verification of TRGP coverage is not necessary for this project.

A copy of the Section 404 Transportation Regional General Permit can be obtained on USACE's website: [https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation\\_RGP.pdf?ver=2018-02-22-093530-183](https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation_RGP.pdf?ver=2018-02-22-093530-183)

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a pre-construction notification (permit application) and written verification from U.S. Army Corps of Engineers under the Section 404 Transportation Regional General permit is required. If written verification under the TRGP is necessary, submit a pre-construction notification to U.S. Army Corps of Engineers and obtain written verification of permit coverage prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the written verification of permit coverage. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit request.

stp-107-054 (20230113)

## **8. 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 Jason Schaeffer at (715) 421-7309. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

## **9. 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)

## **10. Environmental Protection - Dewatering.**

*Add the following to standard spec 107.18:*

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

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

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

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

ncr-107-025 (20160401)

## **11. Erosion Control.**

*Add the following to standard spec 107.20:*

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.

Replace topsoil on disturbed areas, including spot locations such as cross drains, driveways, guardrail and terminals, and intersections, immediately after grading is completed within those areas. Complete finishing operations, which includes seed, fertilizer, erosion mat, mulch, and any other permanent erosion control measures required, within seven calendar days after the placement of topsoil.

ncr-107-050 (20141015)

## **12. Coordination with Businesses and Residents.**

The contractor shall be responsible for the coordination of the contract and scheduling with the utility companies, City of Marshfield personnel, and emergency services.

The contractor shall coordinate all sanitary sewer tie-ins with the City of Marshfield's Department of Public Works; and coordinate all water main tie-ins with Marshfield Utilities - Water Department. The contractor shall be responsible for coordinating all service connections to existing services with individual property owners, and/or their plumbers.

The contractor shall be responsible for contacting and coordinating utility activities. All property owners shall be contacted 72 hours and again 24 hours in advance of an interruption in utility service. Water service may not be interrupted for a period exceeding 4 hours unless prior approval is obtained from the property owner. Only Marshfield Utilities personnel shall operate live water main valves. The contractor shall give 24-hour notice to Marshfield Utilities when requesting valve operation.

The contractor shall be responsible for contacting and coordinating access needs of property owners. The contractor shall contact property owners in regard to the elimination of vehicular access for more than 12 consecutive hours. The property owner shall be contacted at least 48 hours in advance of such access closure.

The contractor shall remove and carefully salvage mailboxes. Provide continuous mail service (temporary accessible boxes, if necessary) for residents and businesses. Provide salvaged mailboxes to property owners. Installation of mailboxes by others.

The contractor shall provide continuous garbage service for businesses and residents through coordination with the local garbage pick-up company.

The contractor shall arrange and conduct a weekly project update meeting with the contractor, Department, Engineer and City of Marshfield.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and no further meetings will be required unless directed by the engineer. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least two weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

### **13. Public Convenience and Safety.**

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

- Wood County Sheriff's Department
- Wisconsin State Patrol
- Wood County Highway Department
- City of Marshfield Fire Department
- City of Marshfield Police Department
- City of Marshfield Public Transit
- City of Marshfield Public Works Department
- Marshfield Area Public School District
- Kobussen Bus Service
- U.S. Post Office, Marshfield
- Waste Management

The Wood County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

**14. Property Marks – Protecting and Restoring.**

*Replace standard spec 107.11.3 (1) with the following:*

Protect and carefully preserve all known property and survey marks, land monuments, and right-of-way monuments and marker posts. Notify the engineer of the nature and location of these monuments and markers. Do not disturb or destroy monuments or markers until the engineer has arranged for their referencing or perpetuation.

Reset or replace, to the required standard, any property and survey marks, land monuments, and right-of-way monuments and marker posts that fall outside the construction limits that are shifted, lost or damaged by the contractor during construction operations, as determined by the engineer. If the contractor fails to restore the disturbed monuments or markers within a reasonable time, the department may, upon 48 hours written notice, restore the disturbed monuments or markers. The department will deduct restoration costs from payments due the contractor under the contract.

ncr-107-010 (20110531)

**15. Municipality Acceptance of Sanitary Sewer and Water Main Construction.**

Both the department and City of Marshfield personnel will inspect construction of sanitary sewer, while the department and Marshfield Utilities will inspect water main under this contract. Acceptance of the sanitary sewer and water main construction will be by said entities.

stp-105-001 (20140630)

**16. General Requirements for Sanitary Sewer and Water Main.**

All sanitary sewer and water main construction shall be according to *City of Marshfield Standard Specifications for Public Works Construction*, 2023 edition; hereinafter referred to as *City of Marshfield Standard Specifications*. Modifications or clarifications made within this specification supersede the *City of Marshfield Standard Specifications*. If there is a discrepancy or conflict between the referenced specification and the WisDOT standard specifications regarding contract administration, part 1 of the WisDOT standard specifications governs. City of Marshfield Standard Specifications for Public Works Construction, latest edition, may be obtained contacting City Engineer Tom Turchi at (715) 486-2034 or via the City of Marshfield website: <https://ci.marshfield.wi.us/>.

**17. Storm Sewer General.**

Deliver all existing inlet, manhole, and catch basin covers that are not being adjusted and reused on the project to 411 W. Second Street. Unload the frames and grates at a location directed by City of Marshfield personnel. Prior to delivery, contact Kris Hawley, Street Superintendent, at (715) 384-3606 to schedule delivery and to allow city personnel to inspect the castings and determine which are suitable to be delivered. Remove any frames or grates the city does not want and all other material from the right-of-way and dispose of them by the contractor.

Mortar used for storm sewer pipe connections and for adjusting storm manholes/structures shall be a high quality, preblended, air entrained mixture. The mortar mix to be used shall be Underground Utility Mortar Mix meeting 518.2.3 mortar proportion and ASTM C387 as approved by the City Engineer.

Televising data, video, and reports are available from the City of Marshfield for some existing storm sewers and storm sewer structures. Contact Tom Turchi at (715) 486-2034 to request this data.

Construct catch basins, manholes, and inlets according to standard spec 611 except as hereinafter modified:

Construct catch basins, manholes and inlets using only precast or cast in place concrete masonry options. Do not use brick masonry or concrete brick or block masonry options.

All concrete structures shall include concrete flowlines, benches, and pipe connections. Flowlines shall be smooth and continuous between all connecting pipes. Benches shall rise to the springline of each connecting pipe. Pipe connections shall be hand formed and toweled smooth on the inside and outside of the structure.

Steps are required in all manholes and vaults where the depth exceeds 4-feet. Steps shall be embedded during casting or drilled and secured after casting. Locate steps in line with the access hatch/cover and spaced 16-inches on center. Steps shall be professional manufactured, plastic coated steel with non-slip tread and reflectorized end lugs.

## **18. Removal and Disposition of Existing Materials**

Materials designated to be removed (and salvaged for future use by the city) shall be removed, segregated and hauled by the contractor to City of Marshfield Public Works - Street Division Material Storage yards at either 2600 South Vine Avenue, or the 'Old Landfill' (east side of Lincoln Avenue at Airport Road) and, deposited in the appropriate stockpile. The city shall be responsible for maintaining all materials stockpiles. The contractor shall be responsible for disposal of existing materials at an alternate site if storage space at city sites is exhausted. Removal (and salvage) shall be according to the Special Conditions and the City of Marshfield Standard Specifications for Public Works Construction. When disposing materials at alternative or private sites, the contractor is responsible for all legal and monetary obligations; for obtaining permits; and for compliance with all permit conditions, laws, rules and ordinances. All unsuitable materials and materials not specifically discussed herein or within the City of Marshfield Standard Specifications shall be disposed of by the contractor (incidental to construction).

- A. Asphalt surfaces (including asphalt overlay, approaches, driveways, etc.) shall be salvaged by the contractor for the city and hauled to and deposited at the city's Vine Avenue materials storage yard.
- B. Concrete, rock and boulders shall be salvaged by the contractor for the city and hauled to and deposited at the city's Vine Avenue materials storage yard.
- C. Surplus topsoil (suitable materials, may include sod, relatively free of contaminants/debris) shall be salvaged by the contractor for the city, and hauled to and deposited at the 'Old Landfill' site (incidental to construction).
- D. Excavation - excavated fill materials shall be used on the project site according to the grading plan. Unsuitable materials or surplus excavation shall be disposed of by the contractor. Disposal of surplus excavation materials shall be considered incidental to construction. It is hereby recognized that disposal of unsuitable surplus excavation as described herein is the contractor's responsibility, independent of city oversight or control, however, the contractor shall provide documentation that demonstrates the disposal site property owner(s) are satisfied that the contractor has fulfilled his obligation(s) to said property owner(s).
- E. Misc. Materials to be salvaged by the contractor and delivered to the city (City Garage, 411 W. 2<sup>nd</sup> Street) include:
  - Manhole and catch basin castings (frames and lids).
  - Signs and posts.

## **19. Construction Vehicle Access**

Trucks hauling materials to or from each project site shall utilize only truck route streets that are indicated on the City of Marshfield Truck Route Map, unless other routes are approved by the City Engineer via the city's Overweight Permit process. Contact Tom Turchi at (715) 486-2034 to request this data.

Construction vehicles (such as tractors, loaders, etc.) shall also comply with these requirements. Construction vehicles traveling from one portion of the project to another are not allowed to travel on non-truck route streets, unpermitted (overweight) streets nor any other public or private driveways/entrances/parking lots/etc.

## **20. Terrace and Private Trees**

There are existing trees of various species, size and age located within construction limits. The contractor shall be required to exercise extreme care when working near the trees so as not to damage roots, branches, limbs, trunk, bark, etc. No trees shall be removed without prior written authorization by the City Engineer.

Terrace and/or private trees which are removed without approval or severely damaged due to careless construction operations may result in the assessment of damages or reduction of payment to the contractor, intended to compensate the city or the property owner through the city, for the loss of said tree. If a tree is damaged or injured, it shall be repaired immediately including but not limited to cutting/trimming roots, branches and limbs. (Make all cuts immediately above the bark ridge and branch collar to leave the ridge and collar intact for healing.) Bark on tree trunks shall be repaired through application of an asphalt based wound dressing or wrapped with a 2-ply waterproofed crepe tree wrapping paper laminated with a layer of pliable asphaltic material secured with biodegradable tape. All work shall be according to acceptable forestry practices and approved by the City Forester.

Grading and finished terrace work may require blending/rounding of the finished grade around trees. Turf surfaces shall be shaped to match the tree trunk and properly cover roots ultimately resulting in an easily maintainable/mowable turf surface.

**21. Abatement of Asbestos Containing Material 6995-12-70, Item 203.0216.S.**

**A Description**

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

**B (Vacant)**

**C Construction**

The sanitary sewer, City of Marshfield – Wastewater, laterals / service lines located at Station 102+60 RT, Station 106+63 RT, Station 109+53, and abandoned A.C. force main is known to be transite and must be handled as RACM. The total number of linear feet of those lines to be managed is 1,237.

The RACM must be abated by a licensed abatement contractor. According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 8/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any demolition or relocation. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Tom Turchi, (715) 486-2034, [tom.turchi@ci.marshfield.wi.us](mailto:tom.turchi@ci.marshfield.wi.us), Jason Schaeffer, 715.421.7309, [Jason.Schaeffer@dot.wi.gov](mailto:Jason.Schaeffer@dot.wi.gov), and DOT BTS-ESS attn: Hazardous Materials Specialist, 5 South S.513.12, PO Box 7965, Madison, WI 53707-7965; or via email to [dothazmatunit@dot.wi.gov](mailto:dothazmatunit@dot.wi.gov). In addition, comply with all local or municipal asbestos requirements.

**D Measurement**

The department will measure Abatement of Asbestos Containing Material (Project #) by each project, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION  | UNIT |
|-------------|--|------|
| 203.0216.S  | Abatement of Asbestos Containing Material 6995-12-70 | EACH |

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

stp-203-006 (20220628)

**22. Base Aggregate Dense.**

Revise standard spec table 301-2 to increase the fracture to be minimum of two face by count.

ncr-305-005 (20150908)

## 23. Concrete and Concrete Pavement - General.

*Supplement the following to standard spec 415.2.1:*

Concrete mix designs shall be the responsibility of the contractor. Provide the concrete mix designs necessary to accommodate contractor's operations and contractor scheduling according to the traffic provisions and the prosecution and progress provisions included in the plan. At least 7 business days before producing concrete, submit concrete mix documentation to the engineer and City of Marshfield engineering staff for approval. Approval of the design mix does not relieve the contractor of the responsibility for meeting contractual requirements located within the traffic provisions and the prosecution and progress provisions.

If the geological composition of the coarse aggregate is primarily igneous or metamorphic materials, modify and supplement standard spec 415, standard spec 710, and standard spec 715 with the following:

1. The water to cementitious material ratio shall not exceed 0.40 ( $W/Cm \leq 0.40$ )
2. The concrete mix shall utilize fly ash as a replacement for Portland cement (replacement ratio in pounds of 1:1) at 20% minimum replacement, and up to 30% if approved by the City of Marshfield Engineer.

*Replace the following to standard spec 415.2.4 (1):*

Furnish chlorinated rubber epoxy concrete treatment free of oils, waxes, and saponifiable resins, solids content 29%, flash point 76 F degrees, .10kg/m<sup>2</sup> at 300ft<sup>2</sup>/gallon moisture efficiency, 1 hour drying time, curing and sealing compound maximum VOC 700g/l, 7 day curing period. Applicable standards include ASTM C-1315, Type II, Class A, B, C; ASTM C-309, Type II, Class A&B; Fed TTC-C-800A, Type II, Class II, AASHTO Des M-148, Type II, Clear; and CE CRD-C-300, Type II. PAM is not allowed unless approved by the engineer.

*Replace the following to standard spec 415.3.7.1(2):*

For intersections, plan and locate points necessary to establish the horizontal position of transverse and longitudinal joints to prevent uncontrolled cracking. Submit a joint layout design to the engineer and City of Marshfield engineering staff at least 7 calendar days before paving each intersection. Do not lay out joints until the engineer and City of Marshfield engineering staff has reviewed the joint layout design. Mark the location of concrete joints in the field. Follow the concrete pavement jointing plan details making adjustments as required to fit field conditions. For unique project circumstances not covered in the plan details, review the joint layout plan with the engineer.

*Replace the following to standard spec 415.3.12.1(1):*

Maintain adequate moisture throughout the concrete mass to support hydration until the concrete develops sufficient strength to open it to service. Apply the concrete curing compound following the manufacturer's recommendations.

*Add the following to standard spec 415.3.14:*

Provide a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol the newly placed concrete, and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), necessary equipment, and materials shall be considered incidental to the contract unit price for each concrete item.

ncr-415-005 (20141015)

## 24. Geogrid Type MR, Item 645.0240.

This special provision describes providing geogrid for marsh reinforcement. Conform to standard spec 645 as modified in this special provision.



Replace standard spec 645.2.3.3 with the following:

- (1) Geogrid material shall be a polypropylene grid with triangular apertures and rectangular ribs, as manufactured by Tensar International Corp. type TriAx TX140 or equal.

Geogrid materials shall maintain dimensional stability during handling, placement, installation and covering; and shall not degrade due to UV/sun/weather exposure, chemical exposure, insects, rodents, mildew, rot, etc.

The contractor shall submit manufacturer's literature, test data and a sample to the Engineer for approval prior to delivery or installation of geogrid.

Add the following to standard spec 645.3.2.3 after subsection 645.3.2.3.1:

#### **645.3.2.3.2 City of Marshfield**

- (1) The Geogrid shall be protected from ultraviolet radiation and from damage due to shipping and handling. The geogrid shall be kept dry until it is installed. The geogrid rolls shall be clearly marked to identify the material contained.

Prior to placement of the geogrid, the indicated placement surface shall be brought to the required lines, grades and dimensions as shown on the plans. The surface shall be smoothed and shaped to eliminate any ruts, ridges, rocks, clods, roots or other items which may cause damage to the geogrid during placement of covering. The geogrid shall be placed on the prepared surface at the locations and to the limits as shown on the plans. After placement, the geogrid shall be pulled taut and shall be secured with pins, clips, staples or other devices to prevent movement or displacement. Parallel strips of geogrid shall be placed with a minimum overlap of 24-inches. Butt joints between roll ends shall be lapped a minimum 24-inches. All lapped sections shall be fastened together by the use of ties, straps, clips or other devices to develop a secure joint which meets the approval of the Engineer. No vehicles or construction equipment shall be permitted to operate directly on the geogrid.

Small rips, tears or defects in the geogrid shall be covered with an additional section of geogrid which shall be secured in place so as to overlap the damaged area by at least 3- feet in all directions. Geogrid sections with large rips, tears, defects or other damage shall be removed and replaced at the direction of the Engineer. All costs to repair or replace damaged or defective geogrid shall be the responsibility of the Contractor. After placement, the geogrid shall be covered with the full thickness of the (lower) subbase material as indicated on the plans, typical sections and cross sections. Placement, spreading and compaction operations shall not damage or displace the geogrid.

The actual limits for placement of geogrid shall be as determined in the field by the Engineer, based upon soil condition, moisture/ groundwater conditions and the results of proof roll testing.

Geogrid may be required to stabilize utility trenches if warranted and approved by the Engineer. The length, width and limits shall be as determined by the Engineer. All costs for geogrid and installation for said purposes shall be borne by the agency/entity responsible for the trench and shall not be measured for payment.

## **25. Cover Plates Temporary, Item 611.8120.S.**

### **A Description**

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

### **B Materials**

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

### **C (Vacant)**

### **D Measurement**

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

## E Payment

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

| ITEM NUMBER | DESCRIPTION            | UNIT |
|-------------|------------------------|------|
| 611.8120.S  | Cover Plates Temporary | EACH |

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

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

stp-611-006 (20151210)

- 26. Pipe Grates, 15-Inch, Item 611.9850.S.01;  
Pipe Grates, 18-Inch, Item 611.9850.S.02;  
Pipe Grates, 24-Inch, Item 611.9850.S.03;  
Pipe Grates, 43x68-Inch, Item 611.9850.S.04.**

### A Description

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

### B Materials

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

### C Construction

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

### D Measurement

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

## E Payment

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

| ITEM NUMBER   | DESCRIPTION             | UNIT |
|---------------|-------------------------|------|
| 611.9850.S.01 | Pipe Grates, 15-Inch    | EACH |
| 611.9850.S.02 | Pipe Grates, 18-Inch    | EACH |
| 611.9850.S.03 | Pipe Grates, 24-Inch    | EACH |
| 611.9850.S.04 | Pipe Grates, 43x68-Inch | EACH |

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

stp-611-010 (20230113)

- 27. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.**

### A Description

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

### B Materials

Provide polystyrene insulation board, 40 psi. minimum, that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230 as modified in this special provision.

Delete flammability requirement.

**B.1 Certification**

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

**C (Vacant)**

**D Measurement**

The department will measure Insulation Board Polystyrene, 2-Inch by area in square yards of work, completed and accepted.

**E Payment**

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

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

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

stp-612-005 (20030820)

**28. Seeding.**

*Replace standard spec 630.3.3(1) with the following:*

Sow seeds by method A only.

ncr-630-005 (20141015)

**29. Field Facilities.**

*Add the following to standard spec 642.3:*

Set up the field office within seven days after notice from the engineer.

Provide a parking area large enough to park a minimum of six cars directly adjacent to the field office. The parking area and approach to the field office shall be well drained and consist of a crushed base aggregate or an existing paved surface and shall be ready for use within seven days after the field office is set up.

ncr-642-005 (20160406)

**30. Fertilizer for Lawn Type Turf, Item SPV.0030.01.**

**A Description**

This special provision describes furnishing and incorporating fertilizing material in the soil on areas of seeding or sod.

**B Materials**

Use fertilizers that are standard, commercial, packaged, or bulk products, in granular or liquid form conforming to Wisconsin Statutes and the Wisconsin Administrative Code Chapter ATCP 40. Ensure that each container of packaged fertilizer is plainly marked with the analysis of the contents showing minimum percentages of total nitrogen, available phosphoric acid, and soluble potash. If furnishing the fertilizer in bulk, include an invoice with each shipment indicating the minimum percentages of total nitrogen, available phosphoric acid, and soluble potash in the contents.

The total of nitrogen, phosphoric acid, and potash shall equal at least 41 percent. At least 80% of the nitrogen shall be water insoluble.

If using fertilizer with a nitrogen, phosphoric acid, and potash total greater than 41 percent, maintain a ratio of 4-1-2 (N-P-K) and apply at a rate that provides the equivalent amount of nitrogen, phosphoric acid, and potash that is provided by a fertilizer with a 41 percent total.

Provide a slow release type fertilizer with a 14-week residual effect after activation into the soil conforming to the following minimum requirements:

Nitrogen,..... not less than 22%  
Phosphoric Acid,..... not less than 5%  
Potash,.....not less than 10%

**C Construction**

Uniformly apply the fertilizer to the seeding areas, and incorporate it into the soil by light discing or harrowing. If applying granular fertilizer, ensure it is well pulverized and free from lumps.

If incorporating fertilizer into topsoiled areas, apply it just before, and in conjunction with, final discing or harrowing, or if hand manipulating the topsoil, apply it just before final raking and leveling.

If fertilizing areas to receive sod, spread the fertilizer at the rate specified below uniformly over the soil before placing sod, and then work the fertilizer into the soil while preparing the earth bed as specified in standard spec 631.3.1.

Apply fertilizer containing 41 percent total of nitrogen, phosphoric acid, and potash at 7 pounds per 1000 square feet of area, unless the contract specifies otherwise. For Fertilizer for Lawn Type Turf that contains a different percentage of components, determine the application rate by multiplying the specified rate by a dimensionless factor determined as follows:

$$\text{Conversion Factor} = 41 / \text{New Percentage of Components}$$

**D Measurement**

The department will measure Fertilizer for Lawn Type Turf by the hundred pounds (CWT). acceptably completed, and it will be measured based on an application rate of 7 pounds per 1000 square feet. The department will not measure fertilizer used for the bid items under standard spec 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of CWT. of material incorporated by the ratio of the actual percentage of fertilizer components used to 41 percent for Fertilizer for Lawn Type Turf.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                   | UNIT |
|-------------|-------------------------------|------|
| SPV.0030.01 | Fertilizer for Lawn Type Turf | CWT  |

Payment is full compensation for providing, hauling, placing, and incorporating the fertilizer into the soil.

ncr-629-005 (20141015)

- 31. **Water Valve 6-Inch, Item SPV.0060.01;**
- Water Valve 8-Inch, SPV.0060.02;**
- Fire Hydrant, Item SPV.0060.03;**
- Bend 90 Degree 8-Inch, Item SPV.0060.04;**
- Reducer 8-Inch x 6-Inch, Item SPV.0060.05;**
- Tee 8-Inch x 6-Inch, Item SPV.0060.06;**
- Tee 8-Inch x 8-Inch, Item SPV.0060.07;**
- Tee 12-Inch x 12-Inch, Item SPV.0060.08;**
- Connect to Existing, Item SPV.0060.09.**

**A Description**

This special provision describes installing water valves and valve boxes, fire hydrants, and fittings at the locations shown on the plans or as directed by the engineer, conforming to the requirements in the City of Marshfield Standard Specifications. This work also includes providing value box adaptor and joint restraint.

**B Materials**

Furnish materials to incorporate into the work that meet the requirements of materials named and as herein specified.

Provide gate valves conforming to AWWA C-509, ductile iron, epoxy coated bonnet and body, resilient seat gate valve with rubber encapsulated wedge, non-rising stem, 2-inch square operating nut, stainless steel fasteners, counterclockwise opening direction, 250 psi working pressure design, series 400 stainless steel or bronze stem. Minimum 38,000 psi yield strength bronze stem, or minimum 40,000 psi yield strength series 400 stainless steel stem, containing no lead, zinc, or aluminum. Acceptable valve manufacturers: AVK, Waterous, Mueller, or equal.

Provide adjustable valve boxes composed of cast iron and conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition (SWS) 8.29.0. Acceptable adjustable valve box manufacturers: Tyler 6850. Provide cap marked "Water." Provide Valve Box Adaptor II manufactured by Adaptor, Inc.

Provide fire hydrants conforming to AWWA C-502, 8-foot bury length, traffic model design consisting of safety flange and safety sleeve, breakaway flanges 2 inches above finished grade, with rotation of the upper barrel to position the nozzles in any direction, 150 psi working pressure and tested to 300 psi hydrostatic pressure, 5¼-inch compression type main valve closing with line pressure, drain holes tapped and plugged at the factory, bronze working parts, and 6-inch mechanical joint inlet connection. Provide fire hydrants with two 2½-inch hose nozzles and one 4-inch pumper nozzle with National Standard threads, 1½-inch pentagon shaped operating nut opening counterclockwise, hose nozzle caps with 1½-inch pentagon shaped nut and chains. Main valve and seating will be removable through the upper barrel from above ground without disassembling at the ground flanges. Stem threads will be lubricated by removal of a screw located in the operating nut. Stuffing box will have o-rings for seals. Paint hydrants OSHA orange at the factory. Provide tags on the upper flange indicating bury depth, plugged drain hole and extension height (if equipped). Acceptable fire hydrant manufacturers: Mueller model Centurion, or Waterous model WB67 Pacer. Provide Hydrafinder fire hydrant marking device, 5-foot length, manufactured by RoDon Corporation.

Provide fittings composed of ductile iron Class 52 with bituminous exterior coating conforming to the requirements of AWWA C-110 and C-153 and cement lined interior conforming to the requirements of AWWA C-104. Provide fittings having a pressure rating of 250 psi for full body fittings and 350 psi for compact fittings. Provide mechanical joints when buried. Provide electrical conductor to carry a 200 ampere current across the joint.

Provide sleeves or couplings conforming to AWWA C-111 and C-153, mechanical joint fittings. Where sleeves or couplings are connected to other than Class 52 ductile iron pipe and standard ductile iron fittings will not properly fit the pipe, provide straight cast sleeves or couplings with stainless steel bolts sized to fit Class 52 ductile iron pipe through sand cast iron pipe. Acceptable manufacturers: Rockwell 441 or Romac.

Provide restrained joints manufactured by EBAA Iron Megalug or equal

Provide polyethylene wrap conforming to the requirements of AWWA C-105. Provide tube type, Class "C", black polyethylene wrap with minimum nominal thickness of 0.008 inches (8 mils). Provide 1-inch wide, 8 mils thick thermoplastic tape with pressure sensitive adhesive face capable of bonding to metal, bituminous coating, and polyethylene.

Provide bedding and cover material in conformance to the requirements in the separate specifications titled "City of Marshfield Standard Specifications for Public Works Construction (current year)". Bedding shall consist of bedding sand with a minimum of 4 inches bedding to a cover of 12 inches above the crown of the pipe. Care must be taken to ensure proper compaction of said bedding material under the lower quadrants of the pipe.

Provide backfill material composed of mechanically compacted suitable native/excavated material conforming to the requirements in the separate specifications titled "City of Marshfield Standard Specifications for Public Works Construction (current year)".

## **C Construction**

Install water valves according to the applicable sections of the City of Marshfield Standard Specifications for Public Works Construction (current year), and according to manufacturer specifications. Adjust water valve box covers to 1/4 inch below finish grade. Mark all valve boxes with a hardwood lath marked "Valve."

Install fire hydrants according to the applicable sections of the City of Marshfield Standard Specifications for Public Works Construction (current year), and according to manufacturer specifications. Position hydrants with nozzles at least 18 inches above ground and breakaway flange 2 inches above ground. Position nozzles parallel with or at right angles to the curb.

Install fittings according to the applicable sections of the City of Marshfield Standard Specifications for Public Works Construction (current year), and according to the manufacturer specifications. Wrap valves and fittings that cannot be wrapped practically in a polyethylene tube with a double wrap of flat sheet or split tube. Extend wrap 18 inches beyond all joints and secure seams with tape.

**D Measurement**

The department will measure Water Valve (size), Fire Hydrant, Bend (size), Reducer (size), and Tee (size) by the unit, and the quantity measured for payment will be the number of individual water valves, hydrants and fittings constructed according to the contract and accepted.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION             | UNIT |
|-------------|-------------------------|------|
| SPV.0060.01 | Water Valve 6-Inch      | EACH |
| SPV.0060.02 | Water Valve 8-Inch      | EACH |
| SPV.0060.03 | Fire Hydrant            | EACH |
| SPV.0060.04 | Bend 90 Degree 8-Inch   | EACH |
| SPV.0060.05 | Reducer 8-Inch x 6-Inch | EACH |
| SPV.0060.06 | Tee 8-Inch x 6-Inch     | EACH |
| SPV.0060.07 | Tee 8-Inch x 8-Inch     | EACH |
| SPV.0060.08 | Tee 12-Inch x 12-Inch   | EACH |
| SPV.0060.09 | Connect to Existing     | EACH |

Payment is full compensation for furnishing, hauling, and installing all materials; performing excavation; furnishing and placing backfill.

**32. Water Main Offset (8-Inch), Item SPV.0060.10.**

**A Description**

This special provision describes Water Main Offset (8-Inch) as shown on the plans, conforming to the requirements in the City of Marshfield Standard Specifications.

**B Vacant**

**C Construction**

Where required for Water Main Offset (8-Inch) the contractor shall perform a vertical or horizontal/vertical water main offset. Vertical offsets shall be performed where water main will have less than 18-inches of clearance below storm or sanitary sewer. Horizontal/Vertical offsets will be required where water main will have a conflict adjacent to a new storm structure and there will be less than 18-inches of clearance below storm or sanitary sewer main structure or existing valve is in curb and gutter. A horizontal/vertical offset shall be performed by turning the 45-degree bend(s) to accomplish both a vertical and horizontal offset.

**D Measurement**

The department will measure Water Main Offset (8-Inch) in units of work, completed and accepted.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                | UNIT |
|-------------|----------------------------|------|
| SPV.0060.10 | Water Main Offset (8-Inch) | EACH |

Payment includes excavation, sleeves, bends, pipe, restraining glands, salvaging and reinstalling fitting/valves, connection to existing water main, backfilling, and compacting.

**33. Water Service Corporation Stop/Connection 1-Inch, SPV.0060.11;  
Water Service Curb Stop and Box 1-Inch, Item SPV.0060.12;  
Curb Box Frost Sleeve, Item SPV.0060.35.**

**A Description**

This special provision describes installing water service corporation stops/connections and curb stops with boxes at the locations shown on the plans or as directed by the engineer.

**B Materials**

Furnish materials to incorporate into the work that meet the requirements of materials named and as herein specified.

Provide corporation stops conforming to AWWA C-800, designed to connect to Type K copper. Provide 1-inch Mueller 300 ball type with AWWA tapered inlet thread and Mueller 110 compression outlet.

Provide curb stops conforming to AWWA C-800, Mueller Mark II Oriseal, with compression inlet and outlet, ¼ turn, inverted key with stationary rod, arch pattern for connect to Type K copper.

Provide curb boxes composed of cast iron and conforming to the City of Marshfield Standard Specifications. Provide arch type pattern, telescopic in length for normal 7 ½-foot bury depth. Provide 5/8-inch diameter shut-off rods for 1-inch curb stops. Provide curb boxes and rods of proper length to allow installation to be flush with finished ground elevation. Provide curb box cap marked "Water" with removable brass threaded plug.

**C Construction**

Install corporation stops according to the applicable sections of the City of Marshfield Standard Specifications, and according to manufacturer specifications. Complete service taps with the water main full and under pressure. Directly tap corporation stops into ductile iron water main for 1-inch services. Utilize service clamp or saddle for corporation stops greater than 1-inch. Maintain minimum horizontal separation of 12 inches between a service connection and the bell end of a pipe or fitting. Maintain minimum horizontal separation of 24 inches between service connections, independent of which side of the main services are installed. Install service connections at an angle slightly above horizontal.

Marshfield Utilities will install all corporation stops for new service connections. Service connections will be installed during normal working hours of 7:30 AM to 4:00 PM. Any service connections not installed during normal work hours will be billed to the contractor at 1½ times the normal hourly rate. Obtain a permit and pay fee requirements by Marshfield Utilities for installation of new services. Permit is not required for replacement services. Obtain permits through the Plumbing Inspector, 207 West 6<sup>th</sup> Street, Marshfield.

Install curb stops and boxes according to the applicable sections of the City of Marshfield Standard Specifications, and according to manufacturer specifications. Installed cub boxes plumb and fully extended. Mark all curb boxes with a hardwood lath labeled "Curb Box." Install frost sleeve flush with finished grade.

**D Measurement**

The department will measure Water Service Corporation Stop/Connection (size), Water Service Curb Stop and Box (size), and Frost Sleeve by the unit, and the quantity measured for payment will be the number of individual water service corporation stops and curb stops with box constructed according to the contract and accepted.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                                      | UNIT |
|-------------|--|------|
| SPV.0060.11 | Water Service Corporation Stop/Connection 1-Inch | EACH |
| SPV.0060.12 | Water Service Curb Stop and Box 1-Inch           | EACH |
| SPV.0060.35 | Curb Box Frost Sleeve                            | EACH |

Payment is full compensation for furnishing, hauling, and installing all materials; performing excavation; furnishing and placing backfill.

**34. Hydrant Assembly Removal, Item SPV.0060.13;  
Water Valve Removal, Item SPV.0060.14;  
Water Main Abandonment, Item SPV.0060.15.**

**A Description**

This special provision describes removing existing hydrant assemblies, and abandoning water valves and water main at the locations shown on the plans or as directed by the engineer.

**B Materials**

Furnish materials to incorporate into the work that meet the requirements of materials named and as herein specified.

**C Construction**

Remove hydrant assemblies at the locations shown on the plans or as directed by the engineer and in compliance with the details and dimensions shown on the plans. Remove hydrant assemblies according to City of Marshfield Standard Specifications. Dispose of all items.

Abandon water valves at the locations shown on the plans or as directed by the engineer. Abandon water valves according to City of Marshfield Standard Specifications. Fill valve box or manhole with crushed rock.

Abandon water main at the locations shown on the plans or as directed by the engineer and in compliance with the details and dimensions shown on the plans. Abandon water main according to City of Marshfield Standard Specifications. Bulkhead the open end of the remaining water main.

**D Measurement**

The department will measure Hydrant Assembly Removal, Water Valve Abandonment, and Water Main Abandonment, by the unit, and the quantity measured for payment will be the number of hydrant assemblies removed, or water valves or water mains abandoned, according to the contract and accepted.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION              | UNIT |
|-------------|--------------------------|------|
| SPV.0060.13 | Hydrant Assembly Removal | EACH |
| SPV.0060.14 | Water Valve Removal      | EACH |
| SPV.0060.15 | Water Main Abandonment   | EACH |

Payment is full compensation for furnishing and installing all materials, including fittings, bedding, cover material, and backfill; removing and properly disposing of existing hydrants, valves, valve boxes, and leads not retained.

**35. Storm Manhole and Catch Basin Adjustment/Chimney w/Plastic Rings, Item SPV.0060.16.**

**A Description**

This special provision provides a description of the work and materials for installing plastic adjusting rings, above the precast concrete structure and below the casting/cover frame (i.e., the chimney of the structure). Only plastic rings shall be utilized for said final grade adjustment of castings/covers. Adjustment of storm structures shall be done according to this Special Provision and conforming to the requirements in the City of Marshfield Standard Specifications.

**B Materials**

Plastic adjusting rings shall comply with the following requirements:

- Manufactured from polyethylene plastic per ASTM D-4976 (Standard Specification for Polyethylene Plastics Molding and Extrusion Materials).
- Molded from 100% recycled material.
- Manufactured utilizing an injection molding process as defined and approved by the Society of Plastic Engineers (SPE).
- Tested and certified to assure compliance with impact and loading requirements for AASHTO HS-25 Loadings.



- For storm structures with round covers, plastic adjusting rings shall be produced as one-piece rings with 27" ID access holes, with varying (flat) ring heights of ¼", 1¼", 1½" 2" and 4"; and a ¾" x 1½" sloped ring.
- For storm structures with rectangular covers, plastic adjusting rings shall be produced as one-piece rings with 24"x36" openings, with varying (flat) ring heights of ¼", 1½" 2", and 2¾"; and 1¼"x2¾" short slope, 1¼"x1¾" long slope and 1¼"x2¾" long slope, sloped rings.
- Plastic adjusting rings shall be supplied by a single manufacturer.
- The manufacturer's warranty shall cover installed materials for a period of 10-years.
- Plastic adjusting rings shall be as manufactured by Ladtech, Inc., or an approved equal (must be approved by the City of Marshfield).

Butyl Caulk shall be a single component butyl rubber compound provided in a tube (for caulk gun application) and shall be Manus-Bond 501A (sold by Ladtech Inc.); DAP BUTYL-FLEX Gutter and Flashing Sealant (manufactured by DAP Inc.); PTI-707 Architectural Sealant manufactured by HB Fuller Co.); or approved equal.

Fabric Wrap shall be a non-woven geotextile fabric that has been approved by WisDOT, Geotextile Fabric Type 'DF' Sch. 'A'.

### **C Construction**

Refer to plan details, the manufacturer/s installation instructions, referenced sections of the City of Marshfield Standard Specifications and the requirements below for construction/installation of plastic rings/adjustment on storm sewer structures, including:

- Storm structure adjustment/chimney heights will vary from 0" to 12". The typical 'target' design height of rings/adjustment is 5 ½" per structure, per plan details.
- Use the minimum number of rings to accomplish adjustment of each structure cover.
- Utilize only molded indexed slope ring(s) to set structure covers to proper longitudinal and transverse slopes of adjacent pavement surface. Said sloped ring shall be placed at the top stack upon all other (flat) adjusting rings except for the ¼" finishing ring(s). Shims/wedges and tuckpointing are not allowed with plastic adjusting rings.
- Contractor shall have available a surplus of rings of varying heights when performing final setting of storm structure covers.
- Place rings with pocket openings down, and stacked vertically with interlocking tabs/lips intact, with taller height rings on the bottom.
- If the bottom ring will not sit flush on the precast concrete structure, remove a portion of the tab/lip according to the manufacturers special instructions.
- If horizontal adjustment is needed at a catch basin for the casting to be properly located (offset from centerline) within the curb and gutter, then offset the lower ring (on the 36" side only, front or back) and remove a portion of the tab/lip according to the manufacturer's special instructions. Do not offset a ring more than 2". Offsetting is allowed for the lower two rings only (consult with the City Engineer if actual offset needed is more than 4"). A concrete collar is required to be poured under offset adjusting rings. Concrete collar shall be formed and extend a minimum of 6" behind the protruding/offsetting rings, 6" beyond or in front of the outside edges of the precast structure and 6" below the top of the precast structure.
- Seal all bottom rings (including offset rings) to the precast concrete structure using two or more beads of Butyl Caulk (as specified herein).
- Seal each ¼" ring to the ring below it using a bead of Butyl Caulk (as specified herein).
- Seal the storm structure cover frame to the top ring using two or more beads of Butyl Caulk (as specified herein).
- Butyl Caulk beads when placed shall be ¼" wide and ¼" high, minimum.
- Wrap the exterior of the storm structure chimney and all adjusting ring joints using approved geotextile fabric (as specified herein). Fabric wrap shall extend 4" minimum below the bottom adjusting ring; and extend to 2" to 3" above the casting frame flange. Overlaps of the fabric wrap shall be a minimum of 12".
- Manhole covers set in concrete pavement shall comply with surface testing and correction requirements for concrete pavement (i.e. ten-foot straightedge).

- Catch basin covers set in concrete curb and gutter shall comply with plan slopes (longitudinal and transverse) and plan details (including sumped gutter flowlines).
- Manhole covers set in asphalt pavement shall not vary (surface of asphalt vs surface of cover) by more than 5/8" nor less than 3/8" when checked with a 10-foot straightedge laid upon the adjacent asphalt surface and across the cover, in any direction (longitudinal or transverse).

When setting manhole covers in concrete pavement to be placed by use of a slip-form paving machine, or catch basin covers in concrete curb and gutter to be placed by use of a slip-form curb machine, perform the following additional steps prior to beginning slip-form operations:

- Dry-fit the adjusting rings and casting/cover after trimming/fine grading of base but before slip-forming, and in the presence of the City Engineer, demonstrate conformance with setting requirements vs planned/proposed adjacent concrete surfaces (by using contractor set stringlines and/or stakes). Contractor shall incorporate two 1/4" rings into the planned arrangement of rings, and these two rings shall be placed at the top of the set.
- Label and mark the inside and outside surfaces of the plastic adjusting rings, for the pending re-assembly.
- Remove and temporarily store the casting/cover and top portion of rings (heights as needed for safe clearance of the temporarily plated structure from contractor's grading/trimming/slip-forming equipment).
- Final setting and sealing of adjusting rings and covers shall be done concurrent with slip-form operations. Contractor may remove one or both 1/4" rings if needed to lower the casting/cover during fine adjustment/final setting; or install additional 1/4" rings if needed to raise the casting/cover during fine adjustment/final setting, such that the structure's cover will comply with the pertinent cover setting requirements.

**D Measurement**

The department will measure Storm Manhole and Catch Basin Adjustment/Chimney w/Plastic Rings in units of work, per each storm structure adjusted, completed and accepted.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION  | UNIT |
|-------------|--|------|
| SPV.0060.16 | Storm Manhole and Catch Basin Adjustment/Chimney w/Plastic Rings | EACH |

Payment is full compensation for furnishing all materials (including but not limited to rings, Butyl Caulk, geotextile fabric wrap, etc.), and incidentals necessary to complete the contract work. Excavating, compaction, backfilling, and setting of storm structure covers shall be included in the contract price.

**36. Sanitary Manhole Adjustment/Chimney w/Plastic Rings, Item SPV.0060.17.**

**A Description**

This special provision provides a description of the work and materials for installing plastic adjusting rings, above the precast concrete structure and below the casting/cover frame (i.e. the chimney of the manhole). Only plastic rings shall be utilized for said final grade adjustment of manhole covers. Adjustment of sanitary manholes shall be done according to this Special Provision and conforming to the requirements in the City of Marshfield Standard Specifications.

**B Materials**

Plastic adjusting rings shall comply with the following requirements:

- Manufactured from polyethylene plastic per ASTM D-4976 (Standard Specification for Polyethylene Plastics Molding and Extrusion Materials).
- Molded from 100% recycled material.
- Manufactured utilizing an injection molding process as defined and approved by the Society of Plastic Engineers (SPE).
- Tested and certified to assure compliance with impact and loading requirements for AASHTO HS-25 Loadings.

- Plastic adjusting rings shall be produced as one-piece rings with 27" ID access holes, with varying (flat) ring heights of ¼", 1¼", 1½" 2" and 4"; and a ¾" x 1½" sloped ring.
- Plastic adjusting rings shall be supplied by a single manufacturer.
- The manufacturer's warranty shall cover installed materials for a period of 10 years.
- Plastic adjusting rings shall be as manufactured by Ladtech, Inc., or an approved equal (must be approved by the City of Marshfield).

Butyl Caulk shall be a single component butyl rubber compound provided in a tube (for caulk gun application) and shall be Manus-Bond 501A (sold by Ladtech Inc.); DAP BUTYL-FLEX Gutter and Flashing Sealant (manufactured by DAP Inc.); PTI-707 Architectural Sealant manufactured by HB Fuller Co.); or approved equal.

Seal (sleeve or wrap) the exterior of the manhole chimney using 12-inch wide (height) rubber Extension Sleeve w/two band clamps (manufactured by Adaptor Inc., LLC); or Butyl Joint Wrap such as Adaptor Barrel Wrap (manufactured by Adaptor Inc. LLC) or Bidco External Joint Wrap (manufactured by Trelleborg Pipe Seals Inc.).

### **C Construction**

Refer to plan details, the manufacturer/s installation instructions, referenced sections of the City of Marshfield Standard Specifications and the requirements below for construction/installation of plastic rings/adjustment on sanitary manholes, including:

- Manhole adjustment/chimney heights will vary from 0" to 12". The typical 'target' design height of rings/adjustment is 5 ½" per structure, per plan details.
- Use the minimum number of rings to accomplish adjustment of each manhole cover.
- Utilize only molded indexed slope ring(s) to set manhole covers to proper longitudinal and transverse slopes of adjacent pavement surface. Said sloped ring(s) shall be placed at the top stack upon all other (flat) adjusting rings except for the ¼" finishing ring(s). Shims/wedges and tuckpointing are not allowed with plastic adjusting rings.
- Contractor shall have available a surplus of rings of varying heights when performing final setting of manhole covers.
- Place rings with pocket openings down, and stacked vertically with interlocking tabs/lips intact, with taller height rings on the bottom.
- If the bottom ring will not sit flush on the precast concrete structure, remove a portion of the tab/lip according to the manufacturer's special instructions.
- Seal the bottom ring to the precast concrete manhole using two or more beads of Butyl Caulk (as specified herein).
- Seal intermediate rings to each underlying ring using a bead of Butyl Caulk (as specified herein).
- Seal the manhole cover frame to the top ring using two or more beads of Butyl Caulk (as specified herein).
- Butyl Caulk beads when placed shall be ¼" wide and ¼" high, minimum.
- Seal (sleeve or wrap) the exterior of the manhole chimney and all adjusting ring joints using an external rubber extension sleeve or butyl wrap (as specified herein). Sleeve or wrap shall extend 2" to 3" below the bottom adjusting ring and seal to the precast concrete manhole; and extend to and seal to the uppermost adjusting ring. Overlaps of the butyl wrap shall be a minimum of 4".
- Manhole covers set in concrete pavement shall comply with surface testing and correction requirements for concrete pavement (i.e. ten-foot straightedge).
- Manhole covers set in asphalt pavement shall not vary (surface of asphalt vs surface of cover) by more than 5/8" nor less than 3/8" when checked with a 10-foot straightedge laid upon the adjacent asphalt surface and across the cover, in any direction (longitudinal or transverse).

When setting manhole covers in concrete pavement to be placed by use of a slip-form paving machine, perform the following additional steps prior to beginning slip-form operations:

- Dry-fit manhole adjusting rings and casting/cover after trimming/fine grading of base but before paving, and in the presence of the City Engineer, demonstrate conformance with setting requirements vs planned/proposed adjacent concrete surfaces (by using contractor set stringlines and/or stakes). Contractor shall incorporate two ¼" rings into the planned arrangement of rings, and these two rings shall be placed at the top of the set.

- Label and mark the inside and outside surfaces of the plastic adjusting rings, for the pending assembly.
- Remove and temporarily store the casting/cover and top portion of rings (heights as needed for safe clearance of the temporarily plated manhole from contractors grading/trimming/paving equipment).
- Final setting and sealing of adjusting rings and covers shall be done concurrent with slip-form operations. Contractor may remove one or both ¼” rings if needed to lower the casting/cover during fine adjustment/final setting; or install additional ¼” rings if needed to raise the casting/cover during fine adjustment/final setting, such that the manhole cover will comply with manhole cover setting requirements.

**D Measurement**

The department will measure Sanitary Manhole Adjustment/Chimney w/Plastic Rings in units of work, per each sanitary manhole adjusted, completed and accepted.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---|------|
| SPV.0060.17 | Sanitary Manhole Adjustment/Chimney w/Plastic Rings | EACH |

Payment is full compensation for furnishing all, materials (including but not limited to rings, Butyl Caulk, external seal/butyl wrap, etc.), and incidentals necessary to complete the contract work. Excavating, compaction, backfilling, and setting of manhole covers shall be included in the contract price.

- 37. Sanitary Manhole Frame and Cover, Type JM, Item SPV.0060.18;  
 8-Inch x 6-Inch Saddle Wye on Lined Main, Item SPV.0060.19;  
 Abandon Cut-Out on Lined Main, Item SPV.0060.20;  
 Connect to Existing Sanitary Lateral, Item SPV.0060.21;  
 Cap and Mark New Sanitary Lateral, Item SPV.0060.22;  
 Seal (Bulkhead) Existing Abandoned Asbestos-Cement Force Main, Item SPV.0060.23;  
 Adjust Force Main Tracer Wire Box/Locator Station, Item SPV.0060.24.**

**A Description**

This special provision provides a general description of the work and materials for the Sanitary Sewer Items listed below, and as shown on the plans and details, conforming to the requirements in the City of Marshfield Standard Specifications.

- Sanitary Manhole Frame and Cover, Type JM;
- 8-Inch x 6-Inch Saddle Wye on Lined Main;
- Abandon Cut-Out on Lined Main;
- Connect to Existing Sanitary Lateral;
- Cap and Mark New Sanitary Lateral;
- Seal (bulkhead) Existing Abandoned Asbestos-Cement Force Main;
- Adjust Force Main Tracer Wire Box/Locator Station

**B Materials**

Refer to plan details and the following sections of the City of Marshfield Standard Specifications for materials for the various Sanitary Sewer work items:

- Section 8, Manhole, Catch Basin, Area Drain and Inlet Covers).
- Section 9, Adjustment and Reconstruction of Manholes, Catch Basins and Area Drains.
- Section 10, Removing and Abandoning Structures and Pipes.
- Section 19 Water Main and Services (Valve Boxes).
- Section 20, Sanitary Sewer and Manholes.

## C Construction

Refer to plan details, referenced sections of the City of Marshfield Standard Specifications and the requirements below for construction requirements for the various Sanitary Sewer work items:

Seal (bulkhead) Existing Abandoned Asbestos-Cement Force Main: A bulkhead is required to be installed at/near the north removal limits at approx. Station 114+25.

Adjust Force Main Tracer Wire Box/Locator Station: Existing Force Main Tracer Wire Box/Locator Stations shall be adjusted horizontally and vertically as needed for reconstruction of Lincoln Avenue. The existing boxes (Valvco Tracer Wire Access Boxes) and 12 gauge tracer wires (2) shall be properly reset in the grass turf terrace. Existing fiberglass marker posts shall also be relocated along with said boxes. If additional wire is required use Copperhead SoloShot Extra High Strength 12 AWG, color green, and water/soil tight connectors (rated for underground use) or approved equals. Each relocated/adjusted Tracer Wire Box/Locator Station shall be tested to confirm operability of said tracer wires.

## D Measurement

The department will measure Sanitary Manhole Frame and Cover, Type JM; 8-Inch x 6-Inch Saddle Wye on Lined Main; Connect to Existing Sanitary Lateral; Cap and Mark New Sanitary Lateral; Seal (cap/plug or bulkhead) Existing Abandoned Asbestos-Cement Force Main; Adjust Force Main Valve Box; and Adjust Force Main Tracer Wire Box/Locator Station in units of work, completed and accepted.

## E Payment

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---|------|
| SPV.0060.18 | Sanitary Manhole Frame and Cover Type JM                      | EACH |
| SPV.0060.19 | 8-Inch x 6-Inch Saddle Wye on Lined Main                      | EACH |
| SPV.0060.20 | Abandon Cut-Out on Lined Main                                 | EACH |
| SPV.0060.21 | Connect to Existing Sanitary Lateral                          | EACH |
| SPV.0060.22 | Cap and Mark New Sanitary Lateral                             | EACH |
| SPV.0060.23 | Seal (Bulkhead) Existing Abandoned Asbestos-Cement Force Main | EACH |
| SPV.0060.24 | Adjust Force Main Tracer Wire Box/Locator Station             | EACH |

Payment is full compensation for excavating, compaction, backfilling, and bedding material shall be included in the contract price.

## 38. Remove and Replace (Owner - Provided) Sanitary Manhole (#U5, #U6, #U7), Item SPV.0060.25 - SPV.0060.27.

### A Description

This special provision describes the removal of existing sanitary manhole(s), along with the replacement/installation of new owner -provided manholes, as shown on the plans and details, conforming to the requirements in the City of Marshfield Standard Specifications.

### B Materials

The contractor shall install precast concrete sanitary manholes which will be provided by the owner. The owner has pre-ordered these materials from their contracted supplier, which were precast with a microbial induced corrosion control additive (Xypex Bio-San C500). Shop drawings for these structures are available upon request. These are specially constructed manholes and replacement sections will not be readily available if needed. Contractor shall take extra precaution when handling these manholes as contractor is responsible for any damage and all replacement costs.

These sanitary manholes will be precast with A-Lok Key-Lok inserts for lifting/hoisting. The contractor shall utilize his own A-Lok lifting gear, including lift pins, choker chains and manhole/spreader bar such that every lift is done properly (chains must be vertical). Lifting gear shall be inspected within 30 days of the start of construction and verified to be safe for the intended use.

Except for the 48" precast concrete manhole components (provided by the city), the contractor shall provide butyl gasket/seals, external joint wrap and adjusting rings, along with incidental materials and supplies as needed for manhole installation according to the plans and details.

## **C Construction**

Contractor shall coordinate with the precast manhole manufacturer for the delivery of all precast manhole components (48" bases, risers and cones). The city has paid for these components, along with their delivery to each jobsite.

Upon delivery of the precast concrete manholes, the contractor shall allot time for the city (Wastewater Utility) to coat (including cure time) the manhole flowlines and waterproof (spray) the inside surfaces of all manhole components. Contractor shall perform additional work within these manholes (grind, grout, etc.) as required per plans and specs, prior to the city coating the flowlines.

This work requires careful removal of the existing manhole (without damaging the existing lined sewer main) and thereafter removing the sewer host pipe (concrete) from the liner. After removing the existing manhole, prepare the liner surface and edges for connection to the flexible manhole boot on the new manhole. Block/support/protect the exposed liner pipe, as required for installation of the new manhole directly onto said liner pipe, as shown on plan details. The new sanitary sewer manhole shall be fitted onto/over the existing 8" liner (cured-in-place thermoset resin) sanitary sewer pipe without the use of an adaptor or cutting the liner pipe, as shown on the plans and details. The manhole rubber boot shall be connected to the exterior/outside diameter of the CIPP liner. Use materials such as sealant and concrete (encasement) as shown on plan details.

Connect new sanitary sewer manholes to remaining existing sanitary sewers of varying sizes and materials as shown on the plans and in conformance with standard spec 20 and these Special Conditions. Connections to existing sanitary sewer mains are summarized below:

At MH #U5, North: Connect to the existing 8" liner using a PVC pipe of sufficient length (per contractor's choice/operations) and an approved flexible plumbing adaptor with stainless steel shield according to plan details.

At MH #U6, North: Connect to the existing 8" liner using a PVC pipe of sufficient length (per contractor's choice/operations) and an approved flexible plumbing adaptor with stainless steel shield according to plan details.

At MH #U7 North: Connect to the existing 8" liner using a PVC pipe of sufficient length (per contractor's choice/operations) and an approved flexible plumbing adaptor with stainless steel shield according to plan details.

At MH #U7 East: Connect to the existing 8" PVC using a PVC pipe of sufficient length (per contractor's choice/operations) and a gasketed PVC repair sleeve.

All connections of new manholes to new or existing sanitary sewer mains (including pipe to manhole, and pipe to pipe connections) shall be water tight. Flowlines shall not offset horizontally or vertically at any connection. Remove sharp edges on the inside of the upstream pipe and bevel (1/4") the inside edges of the downstream pipe. Connections will be verified by internal inspection, and/or televising by the city. Coordinate with the city and Wastewater Utility and provide reasonable access and assistance to accomplish inspection. Any downtime or delay shall be considered incidental to the work. Leaking or offset connections shall be remedied by the contractor (incidental). Leaks may be repaired by pressure grouting from within the main.

Each precast manhole component shall be labeled/tagged by affixing a plastic tag to the inner surface. The plastic tags will be supplied by the owner (via additive manufacturer). The contractor shall affix said tags by drilling a hole into each precast piece (mid height of the section and 6" to the left of the steps) and anchoring the tag to the manhole wall using a 1/4" x 1" stainless steel hammer drive anchor (with appropriately sized stainless washer if needed). This work and materials shall be considered incidental to sanitary manhole installation.

## **D Measurement**

The department will measure Remove and Replace Owner-Provided Sanitary Manhole (#U5, #U6 and #U7) in units of work, acceptably completed and according to standard spec 20, project plans and details, and these Special Provisions.

## E Payment

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

| ITEM NUMBER | DESCRIPTION                             | UNIT |
|-------------|---|------|
| SPV.0060.25 | Remove and Replace Sanitary Manhole #U5 | EACH |
| SPV.0060.26 | Remove and Replace Sanitary Manhole #U6 | EACH |
| SPV.0060.27 | Remove and Replace Sanitary Manhole #U6 | EACH |

Payment shall be considered full compensation for all work described herein, including but not limited to removal, protection, preparation, transporting bases, providing all materials (PVC pipe, fittings, connectors, concrete, etc.) and supplemental manhole materials (butyl seals, joint wrap, adjusting rings, mortar, etc.), excavation, bedding/cover, backfill, compacting, connecting, sealing, disposal of waste clean-up, and mobilization.

### 39. Seal (Cap) Existing Abandoned Force Main at Valve (STA 102+23), Item SPV.0060.28.

#### A Description

This special provision describes the work and materials for the work item 'Seal (Cap) Existing Abandoned Force Main at Valve (STA 102+23)', as described herein and shown on the plans and details, conforming to the requirements in the City of Marshfield Standard Specifications.

#### B Materials

Refer to plan details and the following sections of the City of Marshfield Standard Specifications for materials for the various Sanitary Sewer work items:

Section 10, Removing and Abandoning Structures and Pipes.

Section 19, Water Main and Services.

Section 20, Sanitary Sewer and Manholes.

#### C Construction:

The existing gate valve shall be removed, and a cap is required to be installed onto the existing 8-Inch ductile iron pipe nipple south of the gate valve's location at approximately Station 102+23. This existing valve is subject to live force main pressure and flow, as said valve and ductile iron pipe to the south is presently connected to the live force main via a wye fitting (see the Record Drawing, included with plan details).

Prior to disturbing the existing valve and force main, the contractor is required to arrange for the shutdown of the live force main. Coordinate with the City of Marshfield Wastewater Utility (Mark Kivela, Superintendent, cell (715) 305-1153) regarding the schedule for this work (provide 3 working days' notice). Lincoln Avenue Lift Station inflow rates vary and are dependent upon several conditions (time of day, weather, etc.), thus coordination with the city is imperative.

In order to safely accomplish this work, contractor will be required to provide licensed waste hauling tank trucks to handle inflows while the station is shutdown. Two waste hauling tank trucks are required to keep up with typical inflows to the pump station, and for the storage and hauling necessary for the 'bypassing'/shutdown of this pump station. Review the proposed haul route, disposal location and traffic controls for this waste hauling work with the City Engineer and Wastewater Utility prior to beginning this work. The Wastewater Utility will not begin to shut down the pump station until the city has approved the haul route and two waste hauling trucks are on site.

Upon shutdown of the live force main, said force main pipe will remain full of wastewater, however the resulting pressure at the valve should be less than 4 psi. It is contractor's responsibility to assure that existing pipe/pressure conditions are safe for the required work to be completed and his means/methods/operations to complete it.

To prevent a release of raw sewage, it is recommended that the contractor excavate a pit approx. 20' north of the existing valve's location to be used for draining the force main. Contractor shall pump drained wastewater out of this pit to Sanitary Manhole #U-7. The existing abandoned force main at the gate valve shall not be cut into or disturbed until all sewage has been emptied from this pipeline (between the discharge at 6<sup>th</sup> and Lincoln to the excavated pit location). The estimated volume contained within this segment of force main is approximately 1,500 gal.

The existing gate valve, valve box, valve box lid and sleeve (DIP to A-C) shall be carefully removed and salvaged for the owner. Do not impact/expose/undermine the force main pipe and fittings intended to remain.

Contractor shall provide and install a cap onto the ductile iron pipe short nipple immediately south of the location of the gate valve. The cap shall have a mechanical joint and shall comply with Section 19.2.4 of the City of Marshfield Standard Specifications. Joint restraint (EBAA Iron Megalug) is required and shall comply with Section 19.2.10 of the City of Marshfield Standard Specifications. Exposed portions of the cap and exposed ductile iron pipe to remain shall be polywrapped with 8-milpolyethylene wrap complying with Section 19.2.3 and 19.3.6 of the City of Marshfield Standard Specifications.

Concrete reaction backing is also required to secure/restrain this cap. Contractor shall provide and install precast concrete reaction backing/thrust blocking with a minimum thrust bearing area of 10 SF, and at least 6-inches in thickness. The concrete reaction backing must be securely braced against the cap. Contractor shall also remove additional length of abandoned Asbestos-Cement force main pipe (measured and paid for separately per linear foot) beyond/north of the cap and then immediately place and compact sufficient backfill behind the concrete reaction backing to provide the necessary thrust block restraint, all while the live force main is disabled.

Bed and cover the remaining force main and backfill and compact as required per the City of Marshfield Standard Specifications.

Coordinate with the City-Wastewater Utility regarding start-up/restarting of the lift station pumps.

#### **D Measurement**

The department will measure Seal (Cap) Existing Abandoned Force Main at Valve (STA 102+23) in a single unit of work, completed and accepted.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION  | UNIT |
|-------------|--|------|
| SPV.0060.28 | Seal (Cap) Existing Abandoned Force Main at Valve (STA 102+23) | EACH |

Payment shall be considered full compensation for all work and materials described above, including but not limited to off-site traffic controls, removals, excavation, pumping, hauling, cutting, salvaging, joining, restraining, wrapping, blocking, bedding, covering, backfilling and compacting, along with all coordination, materials, clean-up and disposal of waste, including all incidentals necessary to complete the contract work.

### **40. Construction Staking, Sanitary Sewer, Item SPV.0060.29.**

#### **A Description**

Perform all construction survey work, including the furnishing and setting of construction stakes, necessary to establish the location, grade and alignment of sanitary sewer and appurtenant structures, according to the plans or as directed by the City Engineer.

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

#### **C Materials**

Obtain benchmark data, grades and alignment or calculate from data in the plan.

Obtain prior approval from the City Engineer for methods of survey and staking prior to beginning the work. The degree of accuracy used in the survey work shall be consistent with third order, Class II.

Place construction stakes for sanitary sewer at each sanitary manhole to be replaced and for all sanitary laterals to be replaced or protected (to be staked at the connection to the sanitary sewer main).

Maintain neat, orderly and complete survey notes and computations used in establishing the lines and grades. The survey notes and computations shall be made available to the City Engineer upon request as the work progresses.

#### **D Measurement**

The department will measure Construction Staking, Sanitary Sewer by the each of all sanitary sewer and associated items on the project.



**E Payment**

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

| ITEM NUMBER | DESCRIPTION                          | UNIT |
|-------------|--------------------------------------|------|
| SPV.0060.29 | Construction Staking, Sanitary Sewer | EACH |

Payment is full compensation for survey work necessary to locate and set all sanitary sewer construction stakes; for relocating and resetting construction stakes.

**41. Research and Locate Existing Land Parcel Monuments, Item SPV.0060.30.**

**A Description**

This special provision describes researching and locating existing land parcel or boundary monuments located in permanent easements, temporary easements, or construction permit areas, which may be lost or disturbed by construction operations.

This provision does not relinquish the contractor’s responsibility of standard spec 107.11.

**B (Vacant)**

**C Construction**

Perform work by, or under the direction of, a professional land surveyor licensed in the State of Wisconsin.

Prior to construction, research, locate and document monuments located in permanent easements, temporary easements and construction permit areas. Establish coordinate ties to the monuments accurate to current minimum state survey standards.

Prepare a monument location map showing the type of monuments found and their coordinates. The traditional plat is acceptable as a base map for the monument location map. Provide a copy of the monument location map to the engineer and City of Marshfield.

Verify and reset monument locations after construction is complete under the item titled Verify and Replace Existing Land Parcel Monuments.

**D Measurement**

The department will measure Research and Locate Existing Land Parcel Monuments as each individual monument, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION  | UNIT |
|-------------|--|------|
| SPV.0060.30 | Research and Locate Existing Land Parcel Monuments | EACH |

Payment is full compensation for all research, field survey, locating, and data recording necessary to locate and establish coordinates for existing monuments within the construction limits prior to construction; furnishing a professional land surveyor; preparing, annotating and delivering the monument location map.

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**42. Verify and Replace Existing Land Parcel Monuments, Item SPV.0060.31.**

**A Description**

This special provision describes verifying the final location of, and replacing existing land parcel or boundary monuments, previously located under the item Research and Locate Existing Land Parcel Monuments, that are lost or disturbed by construction operations.

This provision does not relinquish the contractor’s responsibility of standard spec 107.11.

## B Materials

Provide minimum sized replacement monuments as follows:

- Locations outside of pavement areas:
  - 1-inch inside diameter by 24 inch long iron pipe
  - 3/4-inch diameter by 24 inch long rod or rebar
- Locations in asphalt pavement areas:
  - Survey spike
  - Mag nail
- Locations in concrete pavement areas:
  - Drilled hole
  - Chiseled mark

## C Construction

Perform work by, or under the direction of, a professional land surveyor licensed in the State of Wisconsin.

After construction is completed, verify the location of all monuments previously located with the item Research and Locate Existing Land Parcel Monuments. Replace any monuments that were disturbed or destroyed to current minimum state survey standards.

Prepare a monument location map showing the type of monuments originally found, the type of replacement monuments used to replace the disturbed or destroyed monuments, and monument coordinates. The transportation project plat (TPP) is acceptable as a base map for the monument location map. Create the location map with a PDF editing tool such as Adobe or Bluebeam. The monument location map shall explicitly state that the replaced monuments are not being certified as actual land parcel or boundary monuments, only that evidence of monuments were found and replaced. Attach a cover letter to the location map that contains a brief synopsis of the work completed. The cover letter shall be signed, stamped, and dated by a professional land surveyor. Provide a copy of the monument location map and cover letter to the engineer, the county surveyor, and the region plat coordinator.

## D Measurement

The department will measure Verify and Replace Existing Land Parcel Monuments as each individual monument, 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.0060.31 | Verify and Replace Existing Land Parcel Monuments | EACH |

Payment is full compensation for all survey work necessary to verify the location of all monuments previously located under the item Research and Locate Existing Land Parcel Monuments; replacing monuments that were disturbed or destroyed from their original location; furnishing monuments or other necessary tools; furnishing a professional land surveyor; preparing, annotating and delivering the monument location map and cover letter.

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### 43. Temporary Driveway Access, Item SPV.0060.32.

#### A Description

This section describes construction temporary driveway access and restoring these temporary driveway access areas and other disturbed areas, upon completion of the roadway work.

**B Materials**

Furnish material and construct as the plans show and engineer directs conforming to the following:

Common Excavation and Material Disposal..... 205  
 Borrow..... 208  
 Dense Graded Base..... 305  
 Topsoil..... 625  
 Erosion Control..... 628  
 Fertilizer..... 629  
 Seeding.....630

As here and after modified, no base aggregate testing will be required on temporary driveway access due to temporary use.

**C Construction**

Construct temporary driveway access within the City of Marshfield right-of-way with a maximum of 5 percent longitudinal slope and 2 percent transverse slope at locations shown in the plans, or as directed by engineer in the field. All disturbed areas, including access driveway surface must be restored to a grass type surface, graded to match existing conditions, including a minimum of 6” of topsoil, seed mix 40, fertilizer for lawn type turf, and erosion mat urban class I type A. Maximum slopes for embankment shall be 6:1, unless approved by engineer in field.

Install materials as the plans show and engineer directs conforming to the following:

Common Excavation and Material Disposal..... 205  
 Borrow..... 208  
 Dense Graded Base..... 305  
 Topsoil..... 625  
 Erosion Control..... 628  
 Fertilizer..... 629  
 Seeding.....630

**D Measurement**

The department will measure Temporary Driveway Access as each individual driveway, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION               | UNIT |
|-------------|---------------------------|------|
| SPV.0060.32 | Temporary Driveway Access | EACH |

Payment is full compensation for constructing temporary driveway and restoring to a grass surface upon completion of the roadway work, including excavating, borrow, base aggregate dense, grubbing, topsoil, erosion mat, fertilizer, seeding, driveway repair, loading/hauling/placing material, restoration, and disposal of surplus and unsuitable material.

The department will pay for installing and removing temporary culvert pipe separately.

**44. Cored Tee Connection (to Storm Sewer Main or Structure), SPV.0060.33.**

**A Description**

This special provision describes a Cored Tee Connection as shown on the plans, conforming to the requirements of Section 6 in the City of Marshfield Standard Specifications.

**B Materials**

Tee-connections shall be as specified in Section 6.2.19 of the City of Marshfield Standard Specifications.

**C Construction**

Install Cored Tee Connections into the proposed concrete storm sewer pipe or structure as shown in the plans and/or required by the engineer. Construction of Cored Tee Connections shall comply with Section 6.3.11 of the City of Marshfield Standard Specifications – new storm sewer pipe/lateral connected to proposed trunkline storm sewer pipe. Contractor shall use a properly sized core saw/bit as required for the rubber insert connector. Provide a water-tight seal at the connection using approved material as specified in the City of Marshfield Standard Specifications.

**D Measurement**

Cored Tee Connection shall be measured as complete unit per each, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---|------|
| SPV.0060.33 | Cored Tee Connection (to Storm Sewer Main or Structure) | EACH |

Payment shall be considered full compensation for providing the hole into the storm sewer pipe; for all materials such as pipe, hubs, bands, boots, fittings, and installation.

**45. Treat and Seal New Concrete Pavement Joints, Item SPV.0060.34.**

**A Description**

This special provision describes concrete pavement joints to be sealed (i.e. all horizontal joints within a street, including curb and gutter (gutter pan) and periphery joints) shall be treated with silane prior to sealing. 'Treating' concrete pavement joints shall be as described herein, however sealing concrete pavement joints is described in Section 11-C of the Marshfield Standard Specifications.

**B Materials**

Vertical surfaces of sawed joints shall be treated with a deep penetrating silane water repellent with 100% reactive alkylalkoxy silane in mineral spirits, 40% actives, 6.9 lbs/gallon, 16-18 sec Zahn #2 Viscosity, 102 degree flash point, <600g/l VOC content and meeting ASTM 672-98: Scaling Resistance to Deicing Chemicals, ASTM 642-75: Water Absorption, AASHTO T-259/260: Chloride Penetration, NCHRP #244, Series II and IV: Chloride Ion Intrusion as approved by the City Engineer.

**C Construction**

Application rates for the treating material shall be according to the manufacture’s specifications.

Prior to treating, concrete pavements shall be swept clean. Joints shall then be cleaned, including resawing (green blade) if necessary, and then pressure washed at pressures sufficient for thorough cleaning (3500 psi). Allow sufficient time for all surfaces to dry, 24-hours minimum, prior to treating.

Apply silane treatment directly to the interior of the sawed joint using a cone shaped applicator tip designed for this purpose. Do not use the broadcast spray method of application. Comply with manufacturer recommendations. Application/coverage rates will vary however only a single coat is anticipated.

Caution: Silane is a solvent, and will soften or remove concrete curing compound, pavement markings, hot-poured (tar) sealants and some asphaltic surfaces.

Seal joints (per Section 11-C of the Marshfield Standard Specifications) no sooner than 24 hours after treating.

**D Measurement**

The department will measure Treat and Seal New Concrete Pavement Joints as each project, acceptably completed.

## E Payment

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

| ITEM NUMBER | DESCRIPTION                                 | UNIT |
|-------------|---|------|
| SPV.0060.34 | Treat and Seal New Concrete Pavement Joints | EACH |

Payment is full compensation for providing Treat and Seal New Concrete Pavement Joints to all joints on the project.

## 46. Biofilter, Item SPV.0060.36.

### A Description

This special provision describes the construction of biofilters as noted in the plan construction details. Install biofilter in accordance with the plans and as herein described. Installation practices of the biofilter are similar to WDNR 1004 (Bioretention for Infiltration) technical standard. This document may be used for guidance purposes.

### B Materials

#### B.1 Overflow Check Dam

Overflow check dam shall be constructed according to Wisconsin Department of Transportation technical standard ditch check NR 1062 for stone ditch checks.

#### B.2 Biofilter Backfill Materials

Clear stone shall be washed and large enough to prevent falling or wedging into perforations of the underdrain pipe.

Engineered Soil Planting Bed shall meet the following specifications:

1. The planting mixture shall consist of sand and compost. The engineered soil mix shall be blended at approximately the following percentage composition (by volume):
  - Sand: 75%
  - Compost: 25%
2. Sand gradation shall meet one of the following gradation requirements:
  - ASTM C33 (Fine Aggregate Concrete Sand)
  - Standard spec 501.2.7.2 (Fine Aggregate Concrete Sand)
3. Compost shall meet the requirements of WDNR S100 Compost.
4. Sand must be washed and drained to remove clay and silt particles prior to mixing.
5. The soil mix must be free of rocks, stumps, roots, brush or other material over 1 inch in diameter. No other materials shall be mixed with the planting soil that may be harmful to plant growth or prove a hindrance to planting or maintenance. The mixture shall have adequate nutrient content to meet plant growth requirements with a pH between 5.5 and 6.5.

Hardwood Mulch surface layer may be shredded or chipped hardwood. Mulch must be aged a minimum of 12 months and free of foreign material, including other plant material.

#### B.3 Riprap Medium Level Spreader

Riprap medium shall conform with standard spec 606.

Geotextile Fabric, Type R shall conform to standard spec 645.2.2.6.

#### B.4 Underdrain

Underdrain pipe must be HDPE pipe shall conform to standard spec 612.2.5. Total number and size of perforations must be adequate to allow underdrain to discharge at full capacity.

Filter Sock shall conform to standard spec 612.2.8(1-3)

## **B.5 Filter Fabric**

Filter Fabric shall be geotextile fabric, type DF in accordance with standard spec 645.2.2.4, Schedule Test B.

## **B.6 Clean-out Port**

PVC vertical pipe, watertight cap, and fittings shall meet the requirements of ASTM D-3034 with solvent weld or elastomeric joints. Pipe shall be solid (unperforated) SDR-35.

## **B.7 Sedimentation Protection During Construction**

Silt fence shall conform to standard spec 628.2.6.

Constructed filter berm consisting of compacted erosion-resistant mulch berm or rock bags shall conform to standard spec 628.2.

## **C Construction**

The contractor shall note the staged construction of the biofilters, per WDNR permit requirements. See the current General Notes for Biofilters in the plan construction details and erosion control plan notes; after earthwork/grading activities the biofilters may be backfilled and completed.

### **C1. Biofilter Backfill Materials**

Material shall be layered per plan details. The biofilter drainage system is designed to encourage downward filtration and plant growth. Therefore, over-compaction and contamination from other materials during construction must be avoided.

Placement of Engineered Soil Planting Bed:

- Prior to placement in the device, the engineered soil shall be premixed, and the moisture content shall be low enough to prevent clumping and compaction during placement.
- Engineered soil shall be placed in multiple lifts, each approximately 12 inches in depth.
- Steps may be taken to induce mild settling of the engineered soil bed as needed to prepare a stable planting medium and to stabilize the ponding depth. Vibrating plate-style compactors shall not be used to induce settling.
- Equipment is not allowed to operate within the biofilter limits.

### **C2. Riprap Medium**

Install riprap medium over geotextile fabric, type R in accordance with the plans and standard spec 606.3.4.

### **C3. Underdrain**

Wrap perforated underdrain pipe with filter sock and install in accordance with standard spec 612.3.2 and 612.3.3.

Clear stone shall be placed around the entire perimeter of the underdrain to prevent clogging of the filter sock.

### **C4. Filter Fabric**

Place filter fabric in accordance with standard spec 645.3.1.4, but limit width of fabric to only 2 feet as shown on the plans.

### **C5. Clean-out Port**

Install vertical PVC clean-out and connect with underdrain and watertight cap.

Watertight cap shall be flush with the ground and be removable to allow maintenance. Do not solvent weld cap to pipe.

Install pipe, fittings, and all appurtenances in accordance with ASTM specifications which pertain to the specified type of material and installation situation.

**C6. Sedimentation Protection During Construction**

Install silt fence or constructed filter berms around the perimeter of the bio-filter device to avoid contamination from sediment laden runoff. Protection is required if the biofilter construction has begun and exposed soil from the parking lot is allowed to enter the excavation. Completed biofilter also requires protection.

Any sediment contamination of the biofilter requires stripping off the sediment and removing any contaminated backfill materials.

**D Measurement**

The department will measure Biofilter under this special provision as each project, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------|------|
| SPV.0060.36 | Biofilter   | EACH |

Payment shall be full compensation for all excavation, grading, shaping, backfilling, underdrain, overflow check dam, staging, sedimentation protection; and all incidentals required to complete the work as described in the project plans acceptably completed.

**47. Temporary Water Supply, Item SPV.0060.37.**

**A Description**

This special provision describes providing temporary water supply to maintain water service to customers throughout the duration of construction.

**B Materials**

Provide continuous supply of safe water to all affected properties. Prepare detailed temporary water supply plan and submit the plan to Marshfield Utilities for review and approval.

Provide pipe material approved by Wisconsin Department of Commerce for water services and water mains as specified in Comm 84.30. Garden hose is not acceptable pipe material for temporary water supply.

Provide fittings as needed for connections.

**C Construction**

Provide temporary water supply according to approved plan. Sample and test to assure bacteriological safety prior to utilization of the temporary supply.

Terminate use of temporary water supply and remove after new water main and services have been completed, pressure tested, disinfected, and are bacteriologically safe. Interrupt water supply to property owner for no more than 4 hours.

Marshfield Utilities customers will bill average water consumption while connected to temporary water supply.

**D Measurement**

The department will measure Temporary Water Supply as each unit for temporary waste supply, accepted completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION            | UNIT |
|-------------|------------------------|------|
| SPV.0060.37 | Temporary Water Supply | LS   |

Payment is full compensation for furnishing and installing all materials, including pipe and fittings, testing, and removal of temporary system.

**48. Water Main 8-Inch D.I.P., Item SPV.0090.01;  
Water Main 12-Inch D.I.P., Item SPV.0090.02;  
Hydrant Lead 6-Inch D.I.P., Item SPV.0090.03.**

**A Description**

This special provision describes providing new water main, as well as installing hydrant lead at the locations shown on the plans or as directed by the engineer. This work includes required excavation and backfilling, and other pipe materials, all according to the plans and as hereinafter provided.

**B Material**

Furnish materials to incorporate into the work that meet the requirements of materials named and as hereinafter specified.

Provide water main composed of ductile iron pipe conforming to the requirements of AWWA C-150 and C-151. Provide ductile iron pipe thickness Class 52, 350 psi working pressure, with cement lining, Tyton gasketed joint pipe, and electrical conductivity straps/cables. Provide strapping conforming to SWS 4.9.0.

Provide polyethylene wrap conforming to the requirements of AWWA C-105. Provide tube type, Class "C", black polyethylene wrap with minimum nominal thickness of 0.008 inches (8 mils). Provide 1-inch wide, 8 mils thick thermoplastic tape with pressure sensitive adhesive face capable of bonding to metal, bituminous coating, and polyethylene.

Provide bedding and cover material in conformance with the City of Marshfield Standard Specifications. Bedding shall consist of bedding sand with a minimum of 4 inches bedding to a cover of 12 inches above the crown of the pipe. Care must be taken to ensure proper compaction of said bedding material under the lower quadrants of the pipe.

Provide backfill material composed of mechanically compacted suitable native/excavated material conforming to the requirements of the City of Marshfield Standard Specifications.

**C Construction**

**C.1 Method**

Only representatives of the Marshfield water department will be allowed to operate existing water valves and new water valves to isolate new water mains. Coordinate all work requiring operation of water valves with the water department. Minimum 24-hour notification is required.

Install water main and hydrant lead at the locations and size shown on the plans or as directed by the engineer and in compliance with the details and dimensions shown on the plans. Existing water main will be removed during installation, incidental to construction, unless noted on the plans.

Install water main and hydrant lead according to the applicable sections of the City of Marshfield Standard Specifications.

Install polyethylene wrap according to City of Marshfield Standard Specifications.

Joint deflections required for horizontal and vertical breaks indicated on the plans shall be limited to 2 degrees or less. If a larger deflection is required, it shall be made with a bend fitting or gradually over two or more joints.

Provide joint restraint according to plans, details, and DIPRA thrust restraint design.. Acceptable materials include ¾-inch threaded rods (2) with retainer glands, restraining pipe joint gaskets, or restraining mechanical joint glands manufactured by EBAA Iron or equal.

Disinfect pipelines according to City of Marshfield Standard Specifications. Use Permatex 66B clear RTV silicone adhesive sealant to secure tablets to the pipe.

Locations and sizes of some existing water mains shown in the plan and profile views of the drawings are an estimate and could not be verified by available records.

Prior to making any connections to the system or crossing over or under the system, dig test holes to verify the exact location of the existing system, incidental to construction.

Prior to abandonment of the existing water system, ensure the new system is in place and operational. Abandon existing water system according to the City of Marshfield Standard Specifications.



Make connections to existing mains and services after all mains are installed, tests passed and safe sample report is submitted to Marshfield Utilities. Notify all affected property owners a minimum of 24 hours before shut off or reconnections of water services or connections of water mains to the existing mains occur. Do not interrupt water service for more than a 4-hour period. Schedule water shut offs with businesses so as not to disrupt business operations. Schedule shut offs during off hours or weekends as necessary. Coordinate work with Marshfield Utilities.

### **C.2 Testing**

Pressure and leakage test water main according to SWS 4.15.0

Test conductivity of each section of water main using a welder at 200 amps current. Located and correct any point of failure.

Marshfield water department will flush new water main and collect samples for bacteriological testing. Two samples will be required a minimum of 24 hours apart. The main will not be placed in service until at least two bacteriologically safe samples are obtained from each sampling location. If initial disinfection fails to produce safe samples, repeat disinfection procedures using liquid chlorine or hypochlorite solution until satisfactory samples are obtained. Perform bacteriological testing following re-chlorination with Wisconsin DNR-certified independent laboratory.

### **D Measurement**

The department will measure Water Main (size), and Hydrant Lead 6-Inch by the linear foot along the centerline of pipe including fittings and valves, and the quantity measured for payment will be the length of water main constructed according to the contract and accepted.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                | UNIT |
|-------------|----------------------------|------|
| SPV.0090.01 | Water Main 8-Inch D.I.P.   | LF   |
| SPV.0090.02 | Water Main 12-Inch D.I.P.  | LF   |
| SPV.0090.03 | Hydrant Lead 6-Inch D.I.P. | LF   |

Payment is full compensation for furnishing, hauling and installing all materials, including excavation, sheeting, shoring, dewatering, bedding, cover material, backfill and compaction; removal of pipe, valves and fittings, and disposal of waste materials, and all test procedures.

## **49. Water Service 1-Inch, Item SPV.0090.04.**

### **A Description**

This special provision describes providing new water services at the locations shown on the plans or as directed by the engineer. This work includes required excavation and backfilling, all according to the plans and as hereinafter provided.

### **B Material**

Furnish materials to incorporate into the work that meet the requirements of materials named and as hereinafter specified.

Provide water service pipe conforming to ASTM B-88 and AWWA C-800, Type K seamless copper tubing.

Provide fittings to connect new water service to existing. Size and type of existing water service varies. Locations and sizes of some existing water services shown in the plan and profile views of the drawings are an estimate and could not be verified by available records.

Provide bedding and cover material in conformance with Section 8.43.2 Table 35 of the City of Marshfield Standard Specifications. Bedding shall consist of bedding sand with a minimum of 4 inches bedding to a cover of 12 inches above the crown of the pipe. Care must be taken to ensure proper compaction of said bedding material under the lower quadrants of the pipe.

Provide backfill material composed of mechanically compacted suitable native/excavated material conforming to the requirements of the City of Marshfield Standard Specifications.

**C Construction**

Install water service and water service bored at the locations and size shown on the plans or as directed by the engineer and in compliance with the details and dimensions shown on the plans. Existing water service will be removed during installation, unless noted on the plans. Install water service according to the applicable sections of the City of Marshfield Standard Specifications.

Install water service from the water main to 5 feet beyond the property line, without any coupling or joint from the corporation stop to the curb stop, except with permission of the engineer. Install a horizontal gooseneck at the connection to the main. Use a sizing tool on all copper pipe greater than 1-inch. Mark the end of the water service with an 8"x2"x4" board if not connected to an existing water service pipe.

**D Measurement**

The department will measure Water Service by the linear foot along the centerline of pipe, and the quantity measured for payment will be the length of water service constructed, according to the contract and accepted.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION          | UNIT |
|-------------|----------------------|------|
| SPV.0090.04 | Water Service 1-Inch | LF   |

Payment is full compensation for furnishing, hauling and installing all materials, including excavation, sheeting, shoring, dewatering, bedding, cover material, backfill and compaction, removal of pipe, and disposal of waste materials.

**50. Construction Staking, Water Main, Item SPV.0090.05.**

**A Description**

This special provision describes construction survey staking necessary to establish horizontal and vertical location of proposed water mains, water services, curb stops, tees, bends, valves, and hydrants.

**B (Vacant)**

**C Construction**

Methods of survey and staking will be approved by the engineer prior to beginning the work. The degree of accuracy used in the survey work will be consistent with Third Order, Class II (1/5000). Maintain neat, orderly, and complete survey notes and computations used for all work. Make survey notes and computations available to the engineer upon request as the work progresses.

**D Measurement**

The department will measure Construction Staking, Water Main along the centerline of water main in linear feet and will be for the complete unit of work staked, labeled, documented and maintained. Staking water main appurtenances including hydrants, hydrant lead, valves, tees, crosses, plugs, reducers, services, curb stops and boxes, and other related items will be completed along with the water main staking but will not be measured for payment.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                      | UNIT |
|-------------|----------------------------------|------|
| SPV.0090.05 | Construction Staking, Water Main | LF   |

Payment is full compensation for staking, labeling, documenting, and maintaining stakes needed to identify horizontal and vertical location of all proposed water main and appurtenances required to complete the project.

51. **Remove (Existing Non-Asbestos) & Replace, Sanitary Lateral, Item SPV.0090.06;  
Remove (Existing Asbestos Cement) & Replace, Sanitary Lateral, Item SPV.0090.07;  
(New Location) Sanitary Lateral, 6-Inch PVC, Item SPV.0090.08;  
Remove Existing Abandoned 8-Inch Asbestos-Cement Force Main, SPV.0090.09.**

#### **A Description**

This special provision describes the work items listed below, as shown on the plans, conforming to plan details and the requirements in the City of Marshfield Standard Specifications.

- Remove (Existing Non-Asbestos) & Replace Sanitary Lateral: For locations where the existing lateral pipe material is not Asbestos, and the existing and new lateral are within the same trench footprint, although the proposed lateral will likely need to be installed deeper.
- Remove (Existing Asbestos-Cement) & Replace Sanitary Lateral: For locations where the existing lateral pipe material is Asbestos-Cement, and the existing and new lateral are within the same trench footprint, although the proposed lateral will likely need to be installed deeper. Removal of existing Asbestos-Cement pipe requires special procedures, handling and disposal, also known as Abatement, as discussed elsewhere within these Special Provisions.
- (New Location) Sanitary Lateral, 6-Inch PVC: For locations where no existing sanitary lateral exists. New laterals will serve undeveloped and/or future lots.
- Remove Existing Abandoned 8-Inch Asbestos-Cement Force Main: Removal of existing Asbestos-Cement pipe requires special procedures, handling and disposal, as discussed below.

#### **B Materials**

Refer to plan details and the following sections of the City of Marshfield Standard Specifications for materials for the various Sanitary Sewer work items:

- Section 10, Removing and Abandoning Structures and Pipes
- Section 20, Sanitary Sewer and Manholes

New and replacement sanitary lateral pipe materials shall be 6-Inch PVC.

#### **C Construction**

Refer to plan details and referenced sections of the City of Marshfield Standard Specifications for construction requirements for the various Sanitary Sewer work items:

Prior to beginning the removal of the abandoned force main and to prevent a release of potentially diluted sewage, the contractor shall excavate a pit at the north removal limits to be used for draining the abandoned force main. Contractor shall pump drained water out of this pit to Sanitary Manhole #U-5. Removal of the existing abandoned Asbestos-Cement force main shall not begin until the abandoned pipe has been properly drained. The estimated volume contained within this segment of force main is approximately 3,300 gal. Purging of said pipeline shall be considered incidental to construction.

Removal of pipelines requires proper off-site disposal of waste materials, including but not limited to the pipe, bedding/cover or native soils encompassing the existing pipe, appurtenances, abatement of asbestos containing material, etc. Suitable native soil shall be used to backfill the resulting excavation and said material (whether surplus excavation from project earthwork or imported materials) and its placement shall be considered incidental to construction.

Removal process of pipelines shall conform with Wisconsin State Legislature NR 447.

#### **D Measurement**

The department will measure Remove (Existing Non-Asbestos) & Replace Sanitary Lateral; Remove (Existing Asbestos-Cement) & Replace Sanitary Lateral; (New Location) Sanitary Lateral, 6-Inch PVC; and Remove Existing Abandoned 8-Inch Asbestos-Cement Force Main in units of work, completed and accepted.

## E Payment

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---|------|
| SPV.0090.06 | Remove (Existing Non-Asbestos) & Replace, Sanitary Lateral    | LF   |
| SPV.0090.07 | Remove Existing (Asbestos-Cement) & Replace, Sanitary Lateral | LF   |
| SPV.0090.08 | (New Location) Sanitary Lateral, 6-Inch PVC                   | LF   |
| SPV.0090.09 | Remove Existing Abandoned 8-Inch Asbestos-Cement Force Main   | LF   |

Payment is full compensation for excavating, compaction, backfilling, and bedding.

## 52. Pipe Underdrain SICPP (Wrapped-Trench) 6-inch, Item SPV.0090.10.

### A Description

Furnish and install a smooth interior corrugated high-density polyethylene perforated pipe as described in standard spec 612.

### B Materials

*Modify standard spec 612.2 to include the following:*

The corrugated polyethylene perforated pipe shall have a smooth interior and annular corrugated exterior and shall comply with the requirements for materials, test methods, dimensions, and marking according to AASHTO M-294, type S with class 2 perforations. The material shall meet ASTM D3350 resin cell classification 335420C.

### C Construction

Install the pipe according to standard spec 612.3. The maximum bend allowance shall be 45 degrees. Install manufacturer-approved caps at all dead ends as detailed in the plans.

### D Measurement

The department will measure the Pipe Underdrain SICPP (Wrapped-Trench) 6-inch by the linear foot, acceptably completed.

### E Payment

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

| ITEM NUMBER | DESCRIPTION                                   | UNIT |
|-------------|---|------|
| SPV.0090.10 | Pipe Underdrain SICPP (Wrapped-Trench) 6-Inch | LF   |

Payment is full compensation for providing all materials including connectors and rodent protection; for making all connections and taps into storm sewer structures.

## 53. Marking Stop Line Epoxy 6-Inch, Item SPV.0090.11.

### A Description

Perform the work under this item as shown in the plans and according to the applicable provisions of standard spec 646.

### B (Vacant)

### C (Vacant)

### D Measurement

The department will measure Marking Line Epoxy 6-Inch by the linear foot, acceptably completed.

### E Payment

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

| ITEM NUMBER | DESCRIPTION                    | UNIT |
|-------------|--------------------------------|------|
| SPV.0090.11 | Marking Stop Line Epoxy 6-Inch | LF   |

**54. PVC Storm Lateral 6-Inch, Item SPV.0090.12.**

**A Description**

Excavate required trenches, lay or construct storm sewer pipe, then backfill the trenches and clean out as shown on the plans, as directed by the engineer, and as hereinafter provided.

**B Materials**

Furnish SDR-35 polyvinyl chloride storm sewer pipe, fittings, couplings, and joint materials conforming to A.S.T.M. designation D3034.

**C Construction**

Construct storm sewer pipe according to standard spec 608.3 with matching fittings, couplings, and joint material to A.S.T.M. designation D3034, or as directed by the engineer.

**D Measurement**

The department will measure PVC Storm Lateral 6-Inch according to standard spec 608.4.1.

**E Payment**

The department will pay for PVC Storm Lateral 6-Inch at the contract unit price under the following bid item:

| ITEM NUMBER | DESCRIPTION              | UNIT |
|-------------|--------------------------|------|
| SPV.0090.12 | PVC Storm Lateral 6-Inch | LF   |

Payment is full compensation for providing all materials, including all fittings, elbows, and connections required; for all excavating, except rock excavation; for sheeting and shoring; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing fixtures; for providing granular backfill material, including bedding material; for backfilling; for removing sheeting and shoring; and for cleaning out and restoring the site of the work.

**55. Concrete Sidewalk Reinforced, 6-Inch, Item SPV.0165.01;  
Concrete Sidewalk Reinforced, 7-Inch, Item SPV.0165.02.**

**A Description**

This special provision describes Concrete Sidewalk 6-Inch Reinforced and Concrete Sidewalk 7-Inch Reinforced, as shown on the plans, conforming to the requirements in the City of Marshfield Standard Specifications. Details and specifications not covered by the City of Marshfield Standard Specifications shall follow the WisDOT Standard Specifications.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Concrete Sidewalk Reinforced 6-Inch, Concrete Sidewalk Reinforced 7-Inch in units of work, completed and accepted.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                         | UNIT |
|-------------|-------------------------------------|------|
| SPV.0165.01 | Concrete Sidewalk Reinforced 6-Inch | SF   |
| SPV.0165.02 | Concrete Sidewalk Reinforced 7-Inch | SF   |

Payment is full compensation for furnishing and installing all materials.

**56. Preparing Topsoil for Lawn Type Turf, Item SPV.0180.01.**

**A Description**

This special provision describes preparing the bed of topsoil or salvaged topsoil, for seeding or placing sod.

**B (Vacant)**

**C Construction**

Prepare and finish the subgrade so that rocks, concrete debris, or wood larger than 3 inches in diameter are not present within 1 foot of the finished surface of the topsoil.

Remove or break down all clods and lumps in the topsoil by using harrows or discs, screening, or other appropriate methods to provide a uniformly textured soil, in which 100 percent of the topsoil passes a one-inch sieve and at least 90 percent passes a No. 10 sieve.

Remove rocks, twigs, clods, and other foreign material that will not break down, and dress the entire surface to present a uniform appearance.

Shape the topsoil so that the horizontal or sloped surface between any two points 10 feet apart does not vary by more than 1 inch. Roll with a turf type roller to a uniform minimum compacted depth of 6 inches.

Shape and compact (cultipack) all topsoiled areas to 1 inch below the top of the abutting surface. Before seeding, correct locations that vary by more than 1/4-inch.

**D Measurement**

The department will measure Preparing Topsoil for Lawn Type Turf, acceptably completed in area by the square yard.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                          | UNIT |
|-------------|--------------------------------------|------|
| SPV.0180.01 | Preparing Topsoil for Lawn Type Turf | SY   |

Payment is full compensation for furnishing and installing all materials.

**57. Concrete Driveway Reinforced 6-Inch, Item SPV.0180.02;  
Concrete Driveway Reinforced 7-Inch, Item SPV.0180.03.**

**A Description**

This special provision describes Concrete Driveway Reinforced 6-Inch and Concrete Driveway Reinforced 7-Inch, as shown on the plans, conforming to the requirements in the City of Marshfield Standard Specifications.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Concrete Driveway Reinforced 6-Inch, Concrete Driveway Reinforced 7-Inch, in units of work, completed and accepted.

**E Payment**

| ITEM NUMBER | DESCRIPTION                         | UNIT |
|-------------|-------------------------------------|------|
| SPV.0180.01 | Concrete Driveway Reinforced 6-Inch | SY   |
| SPV.0180.02 | Concrete Driveway Reinforced 7-Inch | SY   |

Payment is full compensation for furnishing and installing all materials.

**58. Engineered Soil, Item SPV.0180.04.**

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

This special provision describes preparing the infiltration trench soil mix.

**B Materials**

Supply a 24-inch engineered soil mix consisting of compost and topsoil. The 12-inch compost component of the engineered soil mix shall conform to Wisconsin Department of Natural Resources specification for S100 compost. The 12-inch topsoil component of the engineered soil mix shall conform to standard spec 625.2.

At least 7 business days before producing engineered soil, document that materials conform to Wisconsin Department of Natural Resources specification for S100 and 625.2 specifications and provide reports to the City of Marshfield and engineer on site for approval prior to placement.

**C Construction**

The engineered soil mix shall be placed 24 inches below the graded surface. Construction and placement of engineered soil shall follow the construction standards outlined in the Wisconsin Department of Natural Resources Infiltration Basin practice standard.

**D Measurement**

The department will measure Engineered Soil acceptably completed in area by the square yard.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION     | UNIT |
|-------------|-----------------|------|
| SPV.0180.04 | Engineered Soil | SY   |

Payment is full compensation for Engineered Soil including testing for conformance to Wisconsin Department of Natural Resources specification for S100 compost and standard spec 625.2 requirements.

**59. Screened Breaker Run Stone, Item SPV.0195.01.**

**A Description**

This special provision describes Screened Breaker Run Stone (Special) as shown on the plans, conforming to the requirements in the City of Marshfield Standard Specifications.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Screened Breaker Run Stone (Special) in units of work, completed and accepted.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                | UNIT |
|-------------|----------------------------|------|
| SPV.0195.01 | Screened Breaker Run Stone | TON  |

Payment is full compensation for furnishing and installing all materials.

## **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   2   (number) TrANS Graduate(s) be utilized on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).  
  
Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.  
  
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   2   (number) TrANS Apprentice(s) be utilized on this contract.
- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.



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

## II. RATIONALE AND SPECIAL NOTE

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

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

## III. IMPLEMENTATION

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

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

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

## IV. TRANS TRAINING

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

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

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

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

## **V. APPRENTICESHIP TRAINING**

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

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

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

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

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

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

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

#### Authority

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

#### Requirements

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

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

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

#### Description

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

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

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

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

## 1. Definitions

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

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

## 2. WisDOT DBE Program Compliance

### a. Documentation Submittal

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

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

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

### b. Verification of DBE Commitment

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

#### (1) DBE Goal Met

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

#### (2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

### 3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

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

#### a. Solicitation Guidance for Prime Contractors:

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

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

## b. Guidance for Evaluating DBE quotes

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

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

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

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

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

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

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

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

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



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

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

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

#### 5. Determining DBE Eligibility

##### Directory of DBE firms

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

#### 6. Counting DBE Participation

##### Assessing DBE Work

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

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

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

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

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

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

## 7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCI website at: <http://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](mailto:DBE_Alert@dot.wi.gov) + Project Engineer

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

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

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

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

#### d. Evaluation and Response to the Request

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

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

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

#### e. DBE Utilization beyond the approved DBE Commitment

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

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

#### Special note on trucking

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

### 10. Commercially Useful Function

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

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

## 11. Credit Evaluation for DBE Primes

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

## 12. Joint Venture

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

## 13. Mentor-Protégé

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

## 14. Use of Joint Checks

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

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

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

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

## 15. Payment

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



## Appendix A

### Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

## Appendix B

### Sample Contractor Solicitation Letter Page 1

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

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

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

**Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.

**Where can DBEs find the plans, specifications & addenda?** Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](https://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<br>County    | 1<br>Dane County | 6<br>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](mailto:DBE_Alert@dot.wi.gov) to request an account. **DBE firms can:**

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

## Appendix D

### Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

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

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

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

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



## GFE Evaluation Rubric – Phase 1 – Initial Review

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

**GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review**

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

**ACTIVE & AGGRESSIVE:** Demonstrated through engaged and assertive activity

**QUALITY:** Demonstrated through essential character of conscientious and serious activity

**QUANTITY:** Demonstrated through a measurable number of activities

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

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

**GFE EVALUATION – PHASE 2 – Team Review****GFE Team completes:**

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

**Rating Scale:**

- **GFE Approval:**  
**Bona Fide = 6 or more categories color coded green.**  
Genuine effort characterized by sincere and earnest activities – “Solicitation” and “Sound Reasoning” must be green
- **GFE Approval:**  
**Sufficient = 5 or more categories color coded green or yellow**  
Adequate effort documented with a variety of quality activities – “Solicitation” and “Sound Reasoning” must be green or yellow
- **GFE Denial:**  
**Pro Forma efforts = 4 or less categories color coded green or yellow.** Perfunctory effort characterized by routine or superficial activities

**Green = Exceeds expectations**

**Yellow = Meets expectations**

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

**See OBOEC Rubric Analysis Feedback**

Excerpt from Appendix A to 49 CFR Part 26:

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

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

## Appendix E

### Good Faith Effort Best Practices

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

#### Primes

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

#### DBE

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

## **Appendix F**

### **Good Faith Effort Evaluation Guidance**

#### *Appendix A of 49 CFR Part 26*

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

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

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

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

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

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

[79 FR 59600, Oct. 2, 2014]

## **Appendix G**

### **(SAMPLE) Forms DT1506 and DT1202**





**COMMITMENT TO SUBCONTRACT TO DBE  
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: |

|  |   |
|--|---|
| <p><b>FOR PRIME CONTRACTORS ONLY:</b><br/>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.</p> | Prime Contractor Representative's Signature         |
|  | Prime Contractor Representative's Name (Print Name) |
|  | Prime Contractor (Print Company Name)               |
|  | Date  |

|   |   |      |
|---|---|------|
| <p><b>FOR PARTICIPATING DBE FIRMS ONLY:</b><br/>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.</p> <p><b>FOR DBE TRUCKING FIRMS ONLY:</b><br/>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.</p> | Participating DBE Firm Representative's Signature         | Date |
|   | Participating DBE Firm Representative's Name (Print Name) |      |
|   | Participating DBE Firm (Print Company Name)               |      |
|   | DBE Firm's Address:                                       |      |

| # Owned Trucks | # Leased Trucks | # DBE-Owned Leased Trucks | # Non-DBE-Owned Leased Trucks |
|----------------|-----------------|---------------------------|-------------------------------|
|                |                 |                           |                               |

Off site Hauling



**DOCUMENTATION OF GOOD FAITH EFFORT**  
 Wisconsin Department of Transportation  
 DT1202.....3/2020



|                                     |                       |                           |
|-------------------------------------|-----------------------|---------------------------|
| Project ID<br>*****                 | Proposal No.<br>***** | Letting<br>*****          |
| Prime Contractor<br>*****           |                       | County<br>*****           |
| Person Submitting Document<br>***** |                       | Telephone Number<br>***** |
| Address<br>*****                    |                       | Email Address<br>*****    |

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<sup>[1]</sup>..... AASHTO M140
    - Cationic emulsified asphalts<sup>[1]</sup> ..... AASHTO M208
    - Polymer-modified cationic emulsified asphalts ..... AASHTO M316
- <sup>[1]</sup> 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 <sup>[1]</sup>   | 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) <sup>[2]</sup>   | 97.5% min | 97.5% min |

<sup>[1]</sup> Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).  
<sup>[2]</sup> 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 1<sup>st</sup> Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

### B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov) within 5 days of payment receipt to be logged manually.

\*\*\*Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll or Labor Data Submittal**

- (1) Use the department's Civil Rights Compliance System (CRCS) 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](mailto: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:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. 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.

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**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.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

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



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## NON-DISCRIMINATION PROVISIONS

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

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

| <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> |
|---------------|----------|---------------|----------|---------------|----------|
| Adams         | 1.7      | Iowa          | 1.7      | Polk          | 2.2      |
| Ashland       | 1.2      | Iron          | 1.2      | Portage       | 0.6      |
| Barron        | 0.6      | Jackson       | 0.6      | Price         | 0.6      |
| Bayfield      | 1.2      | Jefferson     | 7.0      | Racine        | 8.4      |
| Brown         | 1.3      | Juneau        | 0.6      | Richland      | 1.7      |
| Buffalo       | 0.6      | Kenosha       | 3.0      | Rock          | 3.1      |
| Burnett       | 2.2      | Kewaunee      | 1.0      | Rusk          | 0.6      |
| Calumet       | 0.9      | La Crosse     | 0.9      | St. Croix     | 2.9      |
| Chippewa      | 0.5      | Lafayette     | 0.5      | Sauk          | 1.7      |
| Clark         | 0.6      | Langlade      | 0.6      | Sawyer        | 0.6      |
| Columbia      | 1.7      | Lincoln       | 0.6      | Shawano       | 1.0      |
| Crawford      | 0.5      | Manitowoc     | 1.0      | Sheboygan     | 7.0      |
| Dane          | 2.2      | Marathon      | 0.6      | Taylor        | 0.6      |
| Dodge         | 7.0      | Marinette     | 1.0      | Trempealeau   | 0.6      |
| Door          | 1.0      | Marquette     | 1.7      | Vernon        | 0.6      |
| Douglas       | 1.0      | Menominee     | 1.0      | Vilas         | 0.6      |
| Dunn          | 0.6      | Milwaukee     | 8.0      | Walworth      | 7.0      |
| Eau Claire    | 0.5      | Monroe        | 0.6      | Washburn      | 0.6      |
| Florence      | 1.0      | Oconto        | 1.0      | Washington    | 8.0      |
| Fond du Lac   | 1.0      | Oneida        | 0.6      | Waukesha      | 8.0      |
| Forest        | 1.0      | Outagamie     | 0.9      | Waupaca       | 1.0      |
| Grant         | 0.5      | Ozaukee       | 8.0      | Waushara      | 1.0      |
| Green         | 1.7      | Pepin         | 0.6      | Winnebago     | 0.9      |
| Green Lake    | 1.0      | Pierce        | 2.2      | Wood          | 0.6      |

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

## **ADDITIONAL FEDERAL-AID PROVISIONS**

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## BUY AMERICA PROVISION

Buy America (as documented in M-22-11 from the Office of Management and Budget: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

### 1. Iron and Steel

All iron and steel manufacturing and coating processes (from smelting forward in the manufacturing process) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

### 2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983, and are currently exempt from Buy America.

### 3. Construction Material

All construction materials (as defined in OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

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

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

Attach a list of iron or steel exemptions and their associated costs to the certification form.

## CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses.* “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS  
FOR PROJECTS WITH FEDERAL AID**

**I. PREVAILING WAGE RATES**

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

**II. COVERAGE OF TRUCK DRIVERS**

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.  
[https://www.dol.gov/whd/FOH/FOH\\_Ch15.pdf](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: WI20220010

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.<br>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.  |
| 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.<br>. The contractor must pay all covered workers at least \$12.15 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 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

|   |            |
|---|------------|
| 1 | 01/13/2023 |
| 2 | 01/20/2023 |
| 3 | 03/31/2023 |

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.96 | 25.13   |

BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 45.87 | 23.91   |

BRWI0002-005 06/01/2022

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... | \$ 38.81 | 23.94   |

BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.03 | 24.95   |

BRWI0004-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 42.53 | 26.01   |

BRWI0006-002 06/01/2022

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 38.26 | 24.83   |

BRWI0007-002 06/01/2022

GREEN, LAFAYETTE, AND ROCK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 39.26 | 25.52   |
| -----                   |          |         |
| BRWI0008-002 06/01/2022 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 44.08 | 24.42   |
| -----                   |          |         |
| BRWI0011-002 06/01/2022 |          |         |

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.00 | 25.09   |
| -----                   |          |         |
| BRWI0019-002 06/01/2022 |          |         |

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.36 | 25.73   |
| -----                   |          |         |
| BRWI0034-002 06/01/2022 |          |         |

COLUMBIA AND SAUK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 39.56 | 25.22   |
| -----                   |          |         |
| 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   |

-----  
ELEC0014-002 12/25/2022

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, TREMPLEALEAU, VERNON, AND WASHBURN COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 39.25 | 22.34   |

-----  
ELEC0014-007 05/29/2022

REMAINING COUNTIES

|                           | Rates    | Fringes  |
|---------------------------|----------|----------|
| Teledata System Installer |          |          |
| Installer/Technician..... | \$ 29.63 | 3%+16.18 |

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%  |

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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 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 46.38 | 25.86   |

-----  
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 05/29/2022

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.....        | \$ 33.19 | 21.12   |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more

where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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 ELEC0577-003 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 06/01/2022

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

|                    | Rates    | Fringes      |
|--------------------|----------|--------------|
| Electricians:..... | \$ 40.70 | 25.95%+11.26 |

-----  
 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.

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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

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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

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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

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IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

Rates Fringes

IRONWORKER.....\$ 36.94 33.11

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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

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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

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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

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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

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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

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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   |

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PAIN0108-002 06/01/2022

RACINE COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Painters:              |          |         |
| Brush, Roller.....     | \$ 39.60 | 21.79   |
| Spray & Sandblast..... | \$ 40.60 | 21.79   |

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,  
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 24.11 | 12.15   |

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| 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.

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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   |

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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

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 TEAM0039-001 06/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| TRUCK DRIVER   |          |         |
| 1 & 2 Axles.....   | \$ 32.57 | 23.81   |
| 3 or more Axles; Euclids,<br>Dumpton & Articulated,<br>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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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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: 20230509021 Project(s): 6995-12-70

Federal ID(s): WISC 2023397

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0002                 | 201.0205<br>Grubbing  | 7.000<br>STA                   | _____.     | _____.     |
| 0004                 | 203.0100<br>Removing Small Pipe Culverts                        | 9.000<br>EACH                  | _____.     | _____.     |
| 0006                 | 203.0216.S<br>Abatement of Asbestos Containing Material         | 1.000<br>EACH                  | _____.     | _____.     |
| 0008                 | 204.0100<br>Removing Concrete Pavement                          | 180.000<br>SY                  | _____.     | _____.     |
| 0010                 | 204.0110<br>Removing Asphaltic Surface                          | 680.000<br>SY                  | _____.     | _____.     |
| 0012                 | 204.0155<br>Removing Concrete Sidewalk                          | 100.000<br>SY                  | _____.     | _____.     |
| 0014                 | 204.0185<br>Removing Masonry                                    | 10.000<br>CY                   | _____.     | _____.     |
| 0016                 | 204.0220<br>Removing Inlets                                     | 1.000<br>EACH                  | _____.     | _____.     |
| 0018                 | 204.0245<br>Removing Storm Sewer (size) 01. 19x30-Inch          | 30.000<br>LF                   | _____.     | _____.     |
| 0020                 | 205.0100<br>Excavation Common                                   | 8,605.000<br>CY                | _____.     | _____.     |
| 0022                 | 213.0100<br>Finishing Roadway (project) 01. Project: 6995-12-70 | 1.000<br>EACH                  | _____.     | _____.     |
| 0024                 | 305.0110<br>Base Aggregate Dense 3/4-Inch                       | 200.000<br>TON                 | _____.     | _____.     |
| 0026                 | 305.0120<br>Base Aggregate Dense 1 1/4-Inch                     | 780.000<br>TON                 | _____.     | _____.     |
| 0028                 | 310.0110<br>Base Aggregate Open-Graded                          | 4,120.000<br>TON               | _____.     | _____.     |
| 0030                 | 350.0104<br>Subbase   | 175.000<br>TON                 | _____.     | _____.     |
| 0032                 | 415.0080<br>Concrete Pavement 8-Inch                            | 4,870.000<br>SY                | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230509021 Project(s): 6995-12-70

Federal ID(s): WISC 2023397

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0034                 | 416.0610<br>Drilled Tie Bars   | 40.000<br>EACH                 | _____.     | _____.     |
| 0036                 | 416.0620<br>Drilled Dowel Bars   | 40.000<br>EACH                 | _____.     | _____.     |
| 0038                 | 455.0605<br>Tack Coat  | 35.000<br>GAL                  | _____.     | _____.     |
| 0040                 | 465.0105<br>Asphaltic Surface  | 255.000<br>TON                 | _____.     | _____.     |
| 0042                 | 465.0315<br>Asphaltic Flumes   | 2.000<br>SY                    | _____.     | _____.     |
| 0044                 | 520.1015<br>Apron Endwalls for Culvert Pipe 15-Inch  | 1.000<br>EACH                  | _____.     | _____.     |
| 0046                 | 520.1018<br>Apron Endwalls for Culvert Pipe 18-Inch  | 1.000<br>EACH                  | _____.     | _____.     |
| 0048                 | 520.1024<br>Apron Endwalls for Culvert Pipe 24-Inch  | 1.000<br>EACH                  | _____.     | _____.     |
| 0050                 | 520.2012<br>Culvert Pipe Temporary 12-Inch   | 18.000<br>LF                   | _____.     | _____.     |
| 0052                 | 520.3424<br>Culvert Pipe Class III-A Non-metal 24-Inch   | 17.000<br>LF                   | _____.     | _____.     |
| 0054                 | 522.2643<br>Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 43x68-Inch | 1.000<br>EACH                  | _____.     | _____.     |
| 0056                 | 601.0411<br>Concrete Curb & Gutter 30-Inch Type D  | 262.000<br>LF                  | _____.     | _____.     |
| 0058                 | 601.0452<br>Concrete Curb & Gutter Integral 30-Inch Type D                                       | 2,600.000<br>LF                | _____.     | _____.     |
| 0060                 | 602.0405<br>Concrete Sidewalk 4-Inch   | 6,500.000<br>SF                | _____.     | _____.     |
| 0062                 | 602.0515<br>Curb Ramp Detectable Warning Field Natural Patina                                    | 150.000<br>SF                  | _____.     | _____.     |





Proposal Schedule of Items

Proposal ID: 20230509021 Project(s): 6995-12-70

Federal ID(s): WISC 2023397

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0064                 | 606.0200<br>Riprap Medium  | 3.000<br>CY                    | _____.     | _____.     |
| 0066                 | 606.0300<br>Riprap Heavy   | 6.000<br>CY                    | _____.     | _____.     |
| 0068                 | 608.0312<br>Storm Sewer Pipe Reinforced Concrete Class III 12-Inch | 281.000<br>LF                  | _____.     | _____.     |
| 0070                 | 608.0315<br>Storm Sewer Pipe Reinforced Concrete Class III 15-Inch | 728.000<br>LF                  | _____.     | _____.     |
| 0072                 | 608.0318<br>Storm Sewer Pipe Reinforced Concrete Class III 18-Inch | 88.000<br>LF                   | _____.     | _____.     |
| 0074                 | 608.0418<br>Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch  | 86.000<br>LF                   | _____.     | _____.     |
| 0076                 | 611.0530<br>Manhole Covers Type J                                  | 5.000<br>EACH                  | _____.     | _____.     |
| 0078                 | 611.0624<br>Inlet Covers Type H                                    | 8.000<br>EACH                  | _____.     | _____.     |
| 0080                 | 611.0639<br>Inlet Covers Type H-S                                  | 2.000<br>EACH                  | _____.     | _____.     |
| 0082                 | 611.0642<br>Inlet Covers Type MS                                   | 4.000<br>EACH                  | _____.     | _____.     |
| 0084                 | 611.1230<br>Catch Basins 2x3-FT                                    | 8.000<br>EACH                  | _____.     | _____.     |
| 0086                 | 611.2004<br>Manholes 4-FT Diameter                                 | 5.000<br>EACH                  | _____.     | _____.     |
| 0088                 | 611.3230<br>Inlets 2x3-FT  | 1.000<br>EACH                  | _____.     | _____.     |
| 0090                 | 611.3901<br>Inlets Median 1 Grate                                  | 4.000<br>EACH                  | _____.     | _____.     |
| 0092                 | 611.8120.S<br>Cover Plates Temporary                               | 7.000<br>EACH                  | _____.     | _____.     |
| 0094                 | 611.9850.S<br>Pipe Grates (size) 01. 15-Inch                       | 1.000<br>EACH                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230509021 Project(s): 6995-12-70

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SECTION: 0001

Contract Items

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| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0096                 | 611.9850.S<br>Pipe Grates (size) 02. 18-Inch                         | 1.000<br>EACH                  | _____.     | _____.     |
| 0098                 | 611.9850.S<br>Pipe Grates (size) 03. 24-Inch                         | 1.000<br>EACH                  | _____.     | _____.     |
| 0100                 | 611.9850.S<br>Pipe Grates (size) 04. 43x68-Inch                      | 1.000<br>EACH                  | _____.     | _____.     |
| 0102                 | 612.0106<br>Pipe Underdrain 6-Inch                                   | 151.000<br>LF                  | _____.     | _____.     |
| 0104                 | 612.0600<br>Underdrain Trench  | 155.000<br>LF                  | _____.     | _____.     |
| 0106                 | 612.0806<br>Apron Endwalls for Underdrain Reinforced Concrete 6-Inch | 1.000<br>EACH                  | _____.     | _____.     |
| 0108                 | 612.0902.S<br>Insulation Board Polystyrene (inch) 01. 2-Inch         | 20.000<br>SY                   | _____.     | _____.     |
| 0110                 | 619.1000<br>Mobilization   | 1.000<br>EACH                  | _____.     | _____.     |
| 0112                 | 624.0100<br>Water  | 25.000<br>MGAL                 | _____.     | _____.     |
| 0114                 | 625.0100<br>Topsoil  | 3,225.000<br>SY                | _____.     | _____.     |
| 0116                 | 628.1504<br>Silt Fence   | 240.000<br>LF                  | _____.     | _____.     |
| 0118                 | 628.1520<br>Silt Fence Maintenance                                   | 120.000<br>LF                  | _____.     | _____.     |
| 0120                 | 628.1905<br>Mobilizations Erosion Control                            | 2.000<br>EACH                  | _____.     | _____.     |
| 0122                 | 628.1910<br>Mobilizations Emergency Erosion Control                  | 1.000<br>EACH                  | _____.     | _____.     |
| 0124                 | 628.2006<br>Erosion Mat Urban Class I Type A                         | 3,225.000<br>SY                | _____.     | _____.     |
| 0126                 | 628.7020<br>Inlet Protection Type D                                  | 20.000<br>EACH                 | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230509021 Project(s): 6995-12-70

Federal ID(s): WISC 2023397

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                              | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0128                 | 628.7504<br>Temporary Ditch Checks               | 96.000<br>LF                   | _____.     | _____.     |
| 0130                 | 628.7555<br>Culvert Pipe Checks                  | 54.000<br>EACH                 | _____.     | _____.     |
| 0132                 | 628.7560<br>Tracking Pads                        | 4.000<br>EACH                  | _____.     | _____.     |
| 0134                 | 628.7570<br>Rock Bags                            | 200.000<br>EACH                | _____.     | _____.     |
| 0136                 | 629.0210<br>Fertilizer Type B                    | 2.050<br>CWT                   | _____.     | _____.     |
| 0138                 | 630.0140<br>Seeding Mixture No. 40               | 58.000<br>LB                   | _____.     | _____.     |
| 0140                 | 630.0500<br>Seed Water                           | 81.000<br>MGAL                 | _____.     | _____.     |
| 0142                 | 634.0812<br>Posts Tubular Steel 2x2-Inch X 12-FT | 3.000<br>EACH                  | _____.     | _____.     |
| 0144                 | 634.0814<br>Posts Tubular Steel 2x2-Inch X 14-FT | 6.000<br>EACH                  | _____.     | _____.     |
| 0146                 | 637.2210<br>Signs Type II Reflective H           | 75.540<br>SF                   | _____.     | _____.     |
| 0148                 | 638.2102<br>Moving Signs Type II                 | 8.000<br>EACH                  | _____.     | _____.     |
| 0150                 | 642.5201<br>Field Office Type C                  | 1.000<br>EACH                  | _____.     | _____.     |
| 0152                 | 643.0300<br>Traffic Control Drums                | 1,000.000<br>DAY               | _____.     | _____.     |
| 0154                 | 643.0410<br>Traffic Control Barricades Type II   | 750.000<br>DAY                 | _____.     | _____.     |
| 0156                 | 643.0420<br>Traffic Control Barricades Type III  | 1,750.000<br>DAY               | _____.     | _____.     |
| 0158                 | 643.0900<br>Traffic Control Signs                | 750.000<br>DAY                 | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230509021 Project(s): 6995-12-70

Federal ID(s): WISC 2023397

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0160                 | 643.3150<br>Temporary Marking Line Removable Tape 4-Inch   | 250.000<br>LF                  | _____.     | _____.     |
| 0162                 | 643.5000<br>Traffic Control                                | 1.000<br>EACH                  | _____.     | _____.     |
| 0164                 | 644.1410<br>Temporary Pedestrian Surface Asphalt           | 250.000<br>SF                  | _____.     | _____.     |
| 0166                 | 644.1430<br>Temporary Pedestrian Surface Plate             | 250.000<br>SF                  | _____.     | _____.     |
| 0168                 | 644.1601<br>Temporary Pedestrian Curb Ramp                 | 360.000<br>DAY                 | _____.     | _____.     |
| 0170                 | 644.1605<br>Temporary Pedestrian Detectable Warning Field  | 20.000<br>SF                   | _____.     | _____.     |
| 0172                 | 644.1810<br>Temporary Pedestrian Barricade                 | 50.000<br>LF                   | _____.     | _____.     |
| 0174                 | 645.0111<br>Geotextile Type DF Schedule A                  | 175.000<br>SY                  | _____.     | _____.     |
| 0176                 | 645.0120<br>Geotextile Type HR                             | 9.000<br>SY                    | _____.     | _____.     |
| 0178                 | 645.0140<br>Geotextile Type SAS                            | 5,300.000<br>SY                | _____.     | _____.     |
| 0180                 | 645.0240<br>Geogrid Type MR                                | 350.000<br>SY                  | _____.     | _____.     |
| 0182                 | 646.1020<br>Marking Line Epoxy 4-Inch                      | 3,490.000<br>LF                | _____.     | _____.     |
| 0184                 | 646.5020<br>Marking Arrow Epoxy                            | 9.000<br>EACH                  | _____.     | _____.     |
| 0186                 | 646.5220<br>Marking Symbol Epoxy                           | 9.000<br>EACH                  | _____.     | _____.     |
| 0188                 | 646.6020<br>Marking Stop Line Epoxy 12-Inch                | 120.000<br>LF                  | _____.     | _____.     |
| 0190                 | 646.7420<br>Marking Crosswalk Epoxy Transverse Line 6-Inch | 355.000<br>LF                  | _____.     | _____.     |



## Proposal Schedule of Items

Proposal ID: 20230509021 Project(s): 6995-12-70

Federal ID(s): WISC 2023397

SECTION: 0001

Contract Items

Alt Set ID:

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| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0192                 | 646.7520<br>Marking Crosswalk Epoxy Block Style<br>24-Inch                                | 420.000<br>LF                  | _____.     | _____.     |
| 0194                 | 650.4000<br>Construction Staking Storm Sewer  | 20.000<br>EACH                 | _____.     | _____.     |
| 0196                 | 650.4500<br>Construction Staking Subgrade   | 1,273.000<br>LF                | _____.     | _____.     |
| 0198                 | 650.5000<br>Construction Staking Base   | 82.000<br>LF                   | _____.     | _____.     |
| 0200                 | 650.5500<br>Construction Staking Curb Gutter and<br>Curb & Gutter                         | 265.000<br>LF                  | _____.     | _____.     |
| 0202                 | 650.6000<br>Construction Staking Pipe Culverts  | 1.000<br>EACH                  | _____.     | _____.     |
| 0204                 | 650.7000<br>Construction Staking Concrete<br>Pavement                                     | 1,273.000<br>LF                | _____.     | _____.     |
| 0206                 | 650.9000<br>Construction Staking Curb Ramps   | 12.000<br>EACH                 | _____.     | _____.     |
| 0208                 | 650.9911<br>Construction Staking Supplemental<br>Control (project) 01. Project 6995-12-70 | 1.000<br>EACH                  | _____.     | _____.     |
| 0210                 | 650.9920<br>Construction Staking Slope Stakes   | 1,273.000<br>LF                | _____.     | _____.     |
| 0212                 | 690.0150<br>Sawing Asphalt  | 245.000<br>LF                  | _____.     | _____.     |
| 0214                 | 690.0250<br>Sawing Concrete   | 190.000<br>LF                  | _____.     | _____.     |
| 0216                 | 715.0720<br>Incentive Compressive Strength<br>Concrete Pavement                           | 1,461.000<br>DOL               | 1.00000    | 1,461.00   |
| 0218                 | ASP.1T0A<br>On-the-Job Training Apprentice at<br>\$5.00/HR                                | 600.000<br>HRS                 | 5.00000    | 3,000.00   |
| 0220                 | ASP.1T0G<br>On-the-Job Training Graduate at<br>\$5.00/HR                                  | 1,200.000<br>HRS               | 5.00000    | 6,000.00   |



Proposal Schedule of Items

Proposal ID: 20230509021 Project(s): 6995-12-70

Federal ID(s): WISC 2023397

SECTION: 0001

Contract Items

Alt Set ID:

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| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0222                 | SPV.0030<br>Special 01. Fertilizer for Lawn Type Turf                    | 2.050<br>CWT                   | _____.     | _____.     |
| 0224                 | SPV.0060<br>Special 01. Water Valve 6-Inch                               | 3.000<br>EACH                  | _____.     | _____.     |
| 0226                 | SPV.0060<br>Special 02. Water Valve 8-Inch                               | 8.000<br>EACH                  | _____.     | _____.     |
| 0228                 | SPV.0060<br>Special 03. Fire Hydrant                                     | 3.000<br>EACH                  | _____.     | _____.     |
| 0230                 | SPV.0060<br>Special 04. Bend 90 Degree                                   | 1.000<br>EACH                  | _____.     | _____.     |
| 0232                 | SPV.0060<br>Special 05. Reducer 8-Inch x 6-Inch                          | 4.000<br>EACH                  | _____.     | _____.     |
| 0234                 | SPV.0060<br>Special 06. Tee 8-Inch x 6-Inch                              | 3.000<br>EACH                  | _____.     | _____.     |
| 0236                 | SPV.0060<br>Special 07. Tee 8-Inch x 8-Inch                              | 4.000<br>EACH                  | _____.     | _____.     |
| 0238                 | SPV.0060<br>Special 08. Tee 12-Inch x 12-Inch                            | 1.000<br>EACH                  | _____.     | _____.     |
| 0240                 | SPV.0060<br>Special 09. Connect to Existing                              | 5.000<br>EACH                  | _____.     | _____.     |
| 0242                 | SPV.0060<br>Special 10. Water Main Offset (8-Inch)                       | 2.000<br>EACH                  | _____.     | _____.     |
| 0244                 | SPV.0060<br>Special 11. Water Service Corporation Stop/Connection 1-Inch | 8.000<br>EACH                  | _____.     | _____.     |
| 0246                 | SPV.0060<br>Special 12. Water Service Curb Stop and Box 1-Inch           | 8.000<br>EACH                  | _____.     | _____.     |
| 0248                 | SPV.0060<br>Special 13. Hydrant Assembly Removal                         | 1.000<br>EACH                  | _____.     | _____.     |
| 0250                 | SPV.0060<br>Special 14. Water Valve Removal                              | 1.000<br>EACH                  | _____.     | _____.     |
| 0252                 | SPV.0060<br>Special 15. Water Main Abandonment                           | 1.000<br>EACH                  | _____.     | _____.     |



Proposal Schedule of Items

Proposal ID: 20230509021 Project(s): 6995-12-70

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Contract Items

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| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0254                 | SPV.0060<br>Special 16. Storm Manhole and Catch Basin Adjustment/Chimney w/Plastic Rings | 19.000<br>EACH                 | _____.     | _____.     |
| 0256                 | SPV.0060<br>Special 17. Sanitary Manhole Adjustment/Chimney w/Plastic Rings              | 3.000<br>EACH                  | _____.     | _____.     |
| 0258                 | SPV.0060<br>Special 18. Sanitary Manhole Frame and Cover, Type JM                        | 3.000<br>EACH                  | _____.     | _____.     |
| 0260                 | SPV.0060<br>Special 19. 8-Inch x 6-Inch Saddle Wye on Lined Main                         | 11.000<br>EACH                 | _____.     | _____.     |
| 0262                 | SPV.0060<br>Special 20. Abandon Cut-Out on Lined Main                                    | 1.000<br>EACH                  | _____.     | _____.     |
| 0264                 | SPV.0060<br>Special 21. Connect to Existing Sanitary Lateral                             | 9.000<br>EACH                  | _____.     | _____.     |
| 0266                 | SPV.0060<br>Special 22. Cap and Mark New Sanitary Lateral                                | 2.000<br>EACH                  | _____.     | _____.     |
| 0268                 | SPV.0060<br>Special 23. Seal (Bulkhead) Existing Abandoned Asbestos-Cement Force Main    | 1.000<br>EACH                  | _____.     | _____.     |
| 0270                 | SPV.0060<br>Special 24. Adjust Force Main Tracer Wire Box/Locator Station                | 3.000<br>EACH                  | _____.     | _____.     |
| 0272                 | SPV.0060<br>Special 25. Remove and Replace (Owner Provided) Sanitary Manhole (#U5)       | 1.000<br>EACH                  | _____.     | _____.     |
| 0274                 | SPV.0060<br>Special 26. Remove and Replace (Owner Provided) Sanitary Manhole (#U6)       | 1.000<br>EACH                  | _____.     | _____.     |
| 0276                 | SPV.0060<br>Special 27. Remove and Replace (Owner Provided) Sanitary Manhole (#U7)       | 1.000<br>EACH                  | _____.     | _____.     |



Proposal Schedule of Items

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Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0278                 | SPV.0060<br>Special 28. Seal (Cap) Existing Abandon Force Main at Valve (STA 102+23) | 1.000<br>EACH                  | _____.     | _____.     |
| 0280                 | SPV.0060<br>Special 29. Construction Staking, Sanitary Sewer                         | 10.000<br>EACH                 | _____.     | _____.     |
| 0282                 | SPV.0060<br>Special 30. Research and Locate Existing Land Parcel Monuments           | 21.000<br>EACH                 | _____.     | _____.     |
| 0284                 | SPV.0060<br>Special 31. Verify and Replace Existing Land Parcel Monuments            | 21.000<br>EACH                 | _____.     | _____.     |
| 0286                 | SPV.0060<br>Special 32. Temporary Driveway Access                                    | 2.000<br>EACH                  | _____.     | _____.     |
| 0288                 | SPV.0060<br>Special 33. Cored Tee Connection (to Storm Sewer Main or Structure)      | 2.000<br>EACH                  | _____.     | _____.     |
| 0290                 | SPV.0060<br>Special 34. Treat and Seal New Concrete Pavement Joints                  | 1.000<br>EACH                  | _____.     | _____.     |
| 0292                 | SPV.0060<br>Special 35. Curb Box Frost Sleeve  | 8.000<br>EACH                  | _____.     | _____.     |
| 0294                 | SPV.0060<br>Special 36. Biofilter  | 1.000<br>EACH                  | _____.     | _____.     |
| 0296                 | SPV.0060<br>Special 37. Temporary Water Supply                                       | 1.000<br>EACH                  | _____.     | _____.     |
| 0298                 | SPV.0090<br>Special 01. Water Main 8-Inch D.I.P.                                     | 1,465.000<br>LF                | _____.     | _____.     |
| 0300                 | SPV.0090<br>Special 02. Water Main 12-Inch D.I.P.                                    | 8.000<br>LF                    | _____.     | _____.     |
| 0302                 | SPV.0090<br>Special 03. Hydrant Lead 6-Inch D.I.P.                                   | 63.000<br>LF                   | _____.     | _____.     |
| 0304                 | SPV.0090<br>Special 04. Water Service 1-Inch   | 232.000<br>LF                  | _____.     | _____.     |
| 0306                 | SPV.0090<br>Special 05. Construction Staking Water Main                              | 1,473.000<br>LF                | _____.     | _____.     |





## Proposal Schedule of Items

Proposal ID: 20230509021 Project(s): 6995-12-70

Federal ID(s): WISC 2023397

SECTION: 0001

Contract Items

Alt Set ID:

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|----------------------|---|--------------------------------|------------|------------|
| 0308                 | SPV.0090<br>Special 06. Remove (Existing Non-Asbestos) & Replace, Sanitary Lateral    | 150.000<br>LF                  | _____.     | _____.     |
| 0310                 | SPV.0090<br>Special 07. Remove (Existing Asbestos Cement) & Replace, Sanitary Lateral | 62.000<br>LF                   | _____.     | _____.     |
| 0312                 | SPV.0090<br>Special 08. (New Location) Sanitary Lateral, 6-Inch PVC                   | 115.000<br>LF                  | _____.     | _____.     |
| 0314                 | SPV.0090<br>Special 09. Remove Existing Abandoned 8-Inch Asbestos-Cement Force Main   | 1,202.000<br>LF                | _____.     | _____.     |
| 0316                 | SPV.0090<br>Special 10. Pipe Underdrain SICPP (Wrapped-Trench) 6-inch                 | 2,600.000<br>LF                | _____.     | _____.     |
| 0318                 | SPV.0090<br>Special 11. Marking Stop Line Epoxy 6-Inch                                | 10.000<br>LF                   | _____.     | _____.     |
| 0320                 | SPV.0090<br>Special 12. PVC Storm Lateral 6-Inch                                      | 5.000<br>LF                    | _____.     | _____.     |
| 0322                 | SPV.0165<br>Special 01. Concrete Sidewalk Reinforced, 6-Inch                          | 940.000<br>SF                  | _____.     | _____.     |
| 0324                 | SPV.0165<br>Special 02. Concrete Sidewalk Reinforced, 7-Inch                          | 695.000<br>SF                  | _____.     | _____.     |
| 0326                 | SPV.0180<br>Special 01. Preparing Topsoil for Lawn Type Turf                          | 3,225.000<br>SY                | _____.     | _____.     |
| 0328                 | SPV.0180<br>Special 02. Concrete Driveway Reinforced 6-Inch                           | 200.000<br>SY                  | _____.     | _____.     |
| 0330                 | SPV.0180<br>Special 03. Concrete Driveway Reinforced 7-Inch                           | 52.000<br>SY                   | _____.     | _____.     |
| 0332                 | SPV.0180<br>Special 04. Engineered Soil   | 50.000<br>SY                   | _____.     | _____.     |
| 0334                 | SPV.0195<br>Special 01. Screened Breaker Run Stone                                    | 4,400.000<br>TON               | _____.     | _____.     |



Proposal Schedule of Items

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Proposal ID: 20230509021 Project(s): 6995-12-70

Federal ID(s): WISC 2023397

Section: 0001

Total: \_\_\_\_\_.

Total Bid: \_\_\_\_\_.

**PLEASE ATTACH ADDENDA HERE**





## Wisconsin Department of Transportation

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April 19, 2023

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

### **NOTICE TO ALL CONTRACTORS:**

#### **Letting Time Addendum #01**

#### **Letting of May 9, 2023**

The Bid Submittal Time on the Highway Work Proposal for all proposals in the May 9, 2023 letting inadvertently show a time of 9:00 am. This addendum changes the time to 11:00 am.

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





## Wisconsin Department of Transportation

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May 2, 2023

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

### **NOTICE TO ALL CONTRACTORS:**

#### **Federal Wage Rate Addendum #01**

#### **Letting of May 9, 2023**

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01 – 03, 08 – 11, 15, 18, 21, 23 – 25, 28, and 29; and WI 15 Heavy Davis Bacon Prevailing Wage Rates that are included in proposal 02. These wage rates are effective for all proposals they are included in in the May 9, 2023 letting. The updated wage rates are dated April 7, 2023 and are effective on or after April 17, 2023.

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

Superseded General Decision Number: WI20220010

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.<br>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.  |
| 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.<br>. The contractor must pay all covered workers at least \$12.15 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 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.



|   |            |
|---|------------|
| 1 | 01/13/2023 |
| 2 | 01/20/2023 |
| 3 | 03/31/2023 |
| 4 | 04/07/2023 |

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.96 | 25.13   |

BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 45.87 | 23.91   |

BRWI0002-005 06/01/2022

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... | \$ 38.81 | 23.94   |

BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.03 | 24.95   |

BRWI0004-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 42.53 | 26.01   |

BRWI0006-002 06/01/2022

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 38.26 | 24.83   |

BRWI0007-002 06/01/2022

GREEN, LAFAYETTE, AND ROCK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 39.26 | 25.52   |
| -----                   |          |         |
| BRWI0008-002 06/01/2022 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 44.08 | 24.42   |
| -----                   |          |         |
| BRWI0011-002 06/01/2022 |          |         |

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.00 | 25.09   |
| -----                   |          |         |
| BRWI0019-002 06/01/2022 |          |         |

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.36 | 25.73   |
| -----                   |          |         |
| BRWI0034-002 06/01/2022 |          |         |

COLUMBIA AND SAUK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 39.56 | 25.22   |
| -----                   |          |         |
| 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   |

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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 12/25/2022

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, TREMPLEALEAU, VERNON, AND WASHBURN COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 39.25 | 22.34   |

-----  
ELEC0014-007 05/29/2022

REMAINING COUNTIES

|                           | Rates    | Fringes  |
|---------------------------|----------|----------|
| Teledata System Installer |          |          |
| Installer/Technician..... | \$ 29.63 | 3%+16.18 |

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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 ELEC0127-002 06/01/2021

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%  |

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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 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 46.38 | 25.86   |

-----  
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 05/29/2022

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.....        | \$ 33.19 | 21.12   |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing

structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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 \* ELEC0577-003 06/01/2022

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:..... | \$ 37.41 | 29.50%+10.00 |

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 ELEC0890-003 06/01/2022

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

|                    | Rates    | Fringes      |
|--------------------|----------|--------------|
| Electricians:..... | \$ 40.70 | 25.95%+11.26 |

-----  
 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.

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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.

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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.

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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   |

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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

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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

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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

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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

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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

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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

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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.

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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   |

-----  
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

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 TEAM0039-001 06/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| TRUCK DRIVER   |          |         |
| 1 & 2 Axles.....   | \$ 32.57 | 23.81   |
| 3 or more Axles; Euclids,<br>Dumpton & Articulated,<br>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.

=====  
 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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.



A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

Superseded General Decision Number: WI20220015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(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"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 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 2023.</li></ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2023       |
| 1                   | 01/13/2023       |

|   |            |
|---|------------|
| 2 | 01/20/2023 |
| 3 | 03/31/2023 |
| 4 | 04/07/2023 |

BOIL0107-001 01/01/2021

|   | Rates    | Fringes |
|---|----------|---------|
| BOILERMAKER                                       |          |         |
| Boilermaker.....                                  | \$ 39.52 | 31.50   |
| Small Boiler Repair (under<br>25,000 lbs/hr)..... | \$ 26.91 | 16.00   |

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.96 | 25.13   |

BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 45.87 | 23.91   |

BRWI0002-005 06/01/2022

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... | \$ 38.81 | 23.94   |

BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 37.03 | 24.95   |

BRWI0004-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 42.53 | 26.01   |

BRWI0006-002 06/01/2022

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,

ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.26 | 24.83   |
| -----                   |          |         |
| BRWI0007-002 06/01/2022 |          |         |

GREEN, LAFAYETTE, AND ROCK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 39.26 | 25.52   |
| -----                   |          |         |
| BRWI0008-002 06/01/2022 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 44.08 | 24.42   |
| -----                   |          |         |
| BRWI0009-001 06/01/2022 |          |         |

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,  
AND WINNEBAGO COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.00 | 25.09   |
| -----                   |          |         |
| BRWI0011-002 06/01/2022 |          |         |

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.00 | 25.09   |
| -----                   |          |         |
| BRWI0013-002 06/01/2022 |          |         |

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 39.56 | 25.22   |
| -----                   |          |         |
| BRWI0019-002 06/01/2022 |          |         |

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.36 | 25.73   |
| -----                   |          |         |
| BRWI0021-002 06/01/2022 |          |         |

DODGE AND JEFFERSON COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

BRICKLAYER.....\$ 38.49 26.27

-----  
BRWI0034-002 06/01/2022

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.56 25.22

-----  
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 12/25/2022

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:..... | \$ 39.25 | 22.34   |

-----  
ELEC0014-007 05/29/2022

REMAINING COUNTIES

|                           | Rates    | Fringes  |
|---------------------------|----------|----------|
| Teledata System Installer |          |          |
| Installer/Technician..... | \$ 29.63 | 3%+16.18 |

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2021

KENOSHA COUNTY

|                    | Rates    | Fringes   |
|--------------------|----------|-----------|
| Electricians:..... | \$ 43.16 | 30%+12.70 |



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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 |

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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   |

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ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,  
Florence and Homestead) AND MARINETTE COUNTY (Township of  
Niagara)

|  | Rates    | Fringes |
|--|----------|---------|
| Electricians:                                |          |         |
| Electrical contracts over<br>\$180,000.....  | \$ 33.94 | 21.80   |
| Electrical contracts under<br>\$180,000..... | \$ 31.75 | 21.73   |

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ELEC0242-005 05/30/2021

DOUGLAS COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 41.37 | 69.25%  |

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ELEC0388-002 05/30/2021

ADAMS, CLARK (Colby, Fremont, 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 |

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ELEC0430-002 06/01/2022

RACINE COUNTY (Except Burlington Township)

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 45.02 | 24.35   |
| -----                   |          |         |
| ELEC0494-005 06/01/2022 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 46.38 | 25.86   |
| -----                   |          |         |
| 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 05/29/2022 |          |         |

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.....        | \$ 33.19 | 21.12   |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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\* ELEC0577-003 06/01/2022

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:.....      | \$ 37.41 | 29.50%+10.00 |
| -----                   |          |              |
| ELEC0890-003 06/01/2022 |          |              |

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

|                         | Rates    | Fringes      |
|-------------------------|----------|--------------|
| Electricians:.....      | \$ 40.70 | 25.95%+11.26 |
| -----                   |          |              |
| ELEC0953-001 06/02/2019 |          |              |

|                                      | Rates    | Fringes |
|--------------------------------------|----------|---------|
| Line Construction:                   |          |         |
| (1) Lineman.....                     | \$ 47.53 | 21.43   |
| (2) Heavy Equipment<br>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   |
| -----                                |          |         |
| ENGI0139-001 06/01/2022              |          |         |

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA  
 COUNTIES

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 49.01 | 25.30   |
| Group 2.....             | \$ 48.51 | 25.30   |
| Group 3.....             | \$ 48.01 | 25.30   |
| Group 4.....             | \$ 47.17 | 25.30   |
| Group 5.....             | \$ 43.39 | 25.30   |
| Group 6.....             | \$ 38.24 | 25.30   |

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and  
 Derricks with or w/o attachments with a lifting capacity of  
 over 100 tons; or Cranes, Tower Cranes, Pedestal Tower  
 Cranes and Derricks with boom, leads, and/or jib lengths  
 measuring 176 feet or longer; Self-Erecting Tower Cranes  
 over 4000 lbs lifting capacity; All Cranes with Boom  
 Dollies; Boring Machines (directional); Master Mechanic.  
 \$0.50 additional per hour per 100 tons or 100 ft of boom  
 over 200 ft or lifting capacity of crane over 200 tons to a  
 maximum of 300 tons or 300 ft. Thereafter an increase of  
 \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantry (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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ENGI0139-003 06/06/2022

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

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 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.

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 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.

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 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   |

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 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   |

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IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 36.94 | 33.11   |

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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

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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

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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  
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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

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

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 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   |

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 PAIN0108-002 06/01/2022

RACINE COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Painters:              |          |         |
| Brush, Roller.....     | \$ 39.60 | 21.79   |
| Spray & Sandblast..... | \$ 40.60 | 21.79   |

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 PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 24.11 | 12.15   |

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 PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PAINTER.....\$ 22.03 12.45

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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

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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.

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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

-----  
PLAS0599-010 06/01/2021

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

|                   |          |       |
|-------------------|----------|-------|
| Area 1.....       | \$ 42.06 | 20.87 |
| Area 2 (BAC)..... | \$ 37.73 | 23.80 |
| Area 3.....       | \$ 38.74 | 22.46 |
| Area 4.....       | \$ 38.59 | 22.66 |
| Area 5.....       | \$ 38.16 | 22.98 |
| Area 6.....       | \$ 34.94 | 26.36 |

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

-----  
 PLUM0011-003 05/07/2018

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 40.63 | 20.72   |

-----  
 PLUM0075-002 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 40.27 | 21.47   |

-----  
 PLUM0075-004 06/01/2016

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 40.52 | 21.47   |

-----  
 PLUM0075-009 06/01/2016

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 38.82 | 20.12   |

-----  
PLUM0111-007 05/28/2018

MARINETTE COUNTY (Niagara only)

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 33.33 | 24.48   |

-----  
PLUM0118-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Plumber and Steamfitter..... | \$ 47.50 | 25.92   |

-----  
PLUM0400-003 05/29/2022

ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 46.37 | 20.96   |

-----  
PLUM0434-002 05/30/2021

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 44.65 | 20.72   |

-----  
PLUM0601-003 06/01/2022

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 50.00 | 28.93   |

-----  
PLUM0601-009 06/01/2022

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 52.06 | 26.86   |

|   | Rates    | Fringes |
|---|----------|---------|
| TRUCK DRIVER  |          |         |
| 1 & 2 Axle Trucks.....  | \$ 32.57 | 23.81   |
| 3 or more axles; Euclids<br>or Dumptor, Articulated<br>Truck, Mechanic..... | \$ 32.72 | 23.81   |

-----  
SUWI2011-001 11/16/2011

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| WELL DRILLER..... | \$ 16.52 |         |

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"





# Wisconsin Department of Transportation

April 24, 2023

## Division of Transportation Systems Development

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

**Proposal #21: 6995-12-70, WISC 2023397**  
**C Marshfield, S Lincoln Avenue**  
**West 5<sup>th</sup> Street to Adler Road**  
**Loc Str**  
**Wood County**

### Letting of May 9, 2023

This is Addendum No. 01, which provides for the following:

#### Special Provisions:

| Added Special Provisions |  |
|--------------------------|--|
| Article No.              | Description  |
| 60                       | Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges |

| Deleted Special Provisions |   |
|----------------------------|---|
| Article No.                | Description   |
| 8                          | Information to Bidders, WPDES General Construction Storm Water Discharge Permit |

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

**ADDENDUM NO. 01**

**6995-12-70**

**April 24, 2023**

**Special Provisions**

**8. DELETED.**

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

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

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

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

A certificate of permit coverage is available from the regional office by contacting Jason Schaeffer at (715) 421-7309. Post the permit certificate in a conspicuous place at the construction site.

END OF ADDENDUM



# Wisconsin Department of Transportation

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May 3, 2023

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

## NOTICE TO ALL CONTRACTORS:

**Proposal #21: 6995-12-70, WISC 2023397  
C Marshfield, S Lincoln Ave  
West 5<sup>th</sup> Street to Adler Road  
Local Street  
Wood County**

### Letting of May 9, 2023

This is Addendum No. 02, which provides for the following:

#### Special Provisions:

| Added Special Provisions |  |
|--------------------------|--|
| Article No.              | Description                                |
| 61                       | City of Marshfield Standard Specifications |

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

**ADDENDUM NO. 02**

**6995-12-70**

**May 3, 2023**

**Special Provisions**

**61. City of Marshfield Standard Specifications.**

A copy of the City of Marshfield Standard Specifications for Public Works Construction can be obtained on the City of Marshfield's website at the link below:

[https://www.ci.marshfield.wi.us/departments\\_and\\_divisions/engineering/project\\_bidding.php#outer-1874](https://www.ci.marshfield.wi.us/departments_and_divisions/engineering/project_bidding.php#outer-1874)

Navigate to the bottom of the web page. Under the title: Important Project Bidding Documents, is a PDF file named: 2023 Standard Specifications.

END OF ADDENDUM