



SUPERIOR

W I S C O N S I N

Living up to our name.

BID DOCUMENT AND CONTRACT VOLUME 2025

Fiber Phase 2 Construction Project

CITY OF SUPERIOR, WISCONSIN

IT Department

Dan Shea, Director

Bid # 25-41-IT

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Federal Labor Standards Provisions HUD-4010 (5 pages)

Davis Bacon General Decision Number WI20250015 09/19/2025

MBE WBE Section 3 and Section 3 Worker Self Certification (3 pages)

BABA sample manufacturer certification letter (1 page)

Project Plan Set and Outside Plant Construction Specifications are to be obtained from this link:

<https://media.superiordecgis.org/ftp/Superior/RFP/Fiber%20Phase%202/>

1. ADVERTISEMENT TO BID

CITY OF SUPERIOR SEEKING BIDS FOR THE FIBER PHASE 2 CONSTRUCTION PROJECT

1.1 Sealed Bids

Sealed bids will be received by the City of Superior, at 1316 North 14th Street - 2nd Floor, Suite 200, Attention: Contract Analyst, Superior, WI 54880. Bids will be publicly opened and read aloud in the City offices.

1.2 Bid Opening Date: **Tuesday, December 16, 2025**, Bid Opening Time: **2:00 p.m.**

Bid Project: The City of Superior, Wisconsin is seeking bids from qualified contractors for the Fiber Phase 2 Construction Project. The work under this project generally consists of building the necessary components to create the high-speed Fiber-To-The-Premise (FTTP) Optical Network (XGS-PON) communications Network (the Project) within the City's defined service area and preparing it to deliver fiber-to-home services. The system shall be a fully operations high-speed communications network supporting Internet protocol technology and allowing users access to and from the Internet. This project is partially funded by a Community Development Block Grant (CDBG) and by local capital improvement project (CIP) funds. Project to be completed by September 30, 2026.

All bids must be prepared on the form provided and submitted in accordance with the Instructions to Bidder.

Specifications may be obtained through the internet at www.DemandStar.com. Bidding documents may be viewed at the City of Superior, 1316 North 14th Street - 2nd Floor, Superior, Wisconsin (darwinj@superiorwi.gov) and at the Minnesota Builders Exchange (mbex.org), Builders Exchange of Wisconsin (bxwi.com), Northwest Builders Exchange (nwr bx.com) and LaCrosse Builders Exchange (lax bx.com).

Bid security in the amount of five percent (5%) of the bid must accompany each bid in accordance with the Instructions to Bidders.

The contractor shall submit a list of its subcontractors as a part of the proposal, which list shall not be added to or altered without the written consent of the City of Superior, and as specified in 66.0901 Wisconsin Statutes.

The bidder's attention is called to the requirement of the Davis Bacon and BABA standards, to which the Contractor and SubContractors must adhere.

The City of Superior encourages the participation of women and minority owned businesses.

The City of Superior reserves the right to reject any or all bids, to waive irregularities, or to accept such bids, as in the opinion of the City, will be in its best interests.

Dan Shea, IT Director

Daily Telegram: **Saturday, November 8, 2025, and Saturday, November 15, 2025**

2. INSTRUCTIONS TO BIDDERS

- 2.1 Questions regarding this bid may be directed to the City of Superior as follows:
Project specifications & drawings: Nate Cockburn, Mi-Tech Services, ncockburn@mi-tech.us.
Bidding documents: Jane Darwin, Contract Analyst, darwinj@superiorwi.gov.
- 2.2 Method of Bidding: The only acceptable method of bidding a project with the City of Superior, Wisconsin, is described as follows and must be strictly complied with. The City of Superior reserves the right to determine the low Bidder on the basis of the Base Bid alone or the Base Bid plus any alternates or combinations of alternates, at the City's discretion. Bids shall be valid for 60 days. *Any substitution to the 'preferred manufacturer' material must be submitted to the engineer and approved during the bid phase, prior to the deadline for questions.* All approved substitutions will be included in an addendum. Awarded bidder must be registered in sam.gov.
- 2.3 Bid Packet Components: Each item listed must be included with the bid submission:
- a) Bidders must file a **PROPOSAL OR BID** on the form the City has prepared. (See BID PROPOSAL Section 3.) Bidders must also submit with bid **ASSURANCES** (See Section 3a), and **EQUAL OPPORTUNITY POLICY STATEMENT** (See Section 3b), **CERTIFICATION REGARDING DEBARMENT** (See Section 3c).
 - b) Bidders shall be required to submit a list of **SUBCONTRACTORS AND SUPPLIERS** with their proposal in accordance with Section 66.0901(7), Wisconsin Statutes, and subsequent amendments. Such list shall not be added to nor altered without the written consent of the City of Superior. (See SUBCONTRACTORS AND SUPPLIERS LISTING Section 4.)
 - c) Bidders shall be required to submit an **ADDENDA ACKNOWLEDGMENT** with their proposal. Such acknowledgment shall note acknowledgment of receipt of any and all addenda. If no addenda were issued, the bidder shall indicate and sign document. (See ADDENDA ACKNOWLEDGMENT Section 5.)
 - d) The bidder must file, at the time of the opening of the bids, either a **BID BOND or a certified check in the amount of at least five percent (5%)** of the total bid, conditioned that if the bidder is successful the bidder will, within the time allotted by the City, file a properly executed contract and performance bond as per Wisconsin Statutes 62.15(3). (See BID BOND Section 6.)
 - e) The bid proposal must have attached to it the **BIDDER'S PROOF OF RESPONSIBILITY** identifying the bidder's qualifications. (See BIDDER'S PROOF OF RESPONSIBILITY Section 7.). Prospective bidders are required to furnish a statement of financial ability, equipment and experience in the work prescribed in said public contract in accordance with the provisions of Section 66.0901(2) of the Wisconsin Statutes, at the time of the opening of the bids. The object of the questionnaire and the pre-qualification of bidders is to enable the City to have sufficient information regarding

City of Superior, Wisconsin

financial ability, equipment and experience in order to reduce the hazards involved in awarding contracts to parties not qualified to perform them and to select those contractors qualified to properly complete the work proposed.

- f) The bid proposal must have attached to it the **AFFIDAVIT OF COMPLIANCE** swearing compliance with the criteria set forth in the Responsible Contractor Criteria in the City Code of Ordinances, Chapter 2, Article XII, (See Section 7a), from the Contractor and all Sub-Contractors.
- g) The bid proposal must have attached to it the **AFFIDAVIT OF ORGANIZATION AND AUTHORITY** identifying a corporation, partnership, LLC, or sole trader. The affidavit must contain a sworn statement that the bidder has examined and carefully prepared the proposal from the plans and specifications and has checked the same in detail per Section 66.0901 (7), Wisconsin Statutes. (See AFFIDAVIT OF ORGANIZATION & AUTHORITY Section 8.)
- h) The bid proposal packet shall be placed in an envelope and shall be sealed. **ON THE ENVELOPE SHALL BE**, plainly written: the **date of the bid opening**, the **title of the project** and the **name of the bidder**. Such envelope shall be addressed and delivered to: The City of Superior, 1316 North 14th Street - 2nd Floor, Suite 200, Attention: Contract Analyst, Superior, Wisconsin before the time and date specified for opening bids as listed on the Advertisement to Bid.
- i) Wisconsin's Public Records Law creates a statutory presumption in favor of complete access to public records and the City of Superior endeavors always to conduct its municipal affairs in strict compliance with Wisconsin Statutes §§ 19.31-19.39. Any entities or individuals who submit materials to the City of Superior in response to this request should avoid submittal of any proprietary information.

- 2.4 Work Site and Contract Document Examination: Bidders must satisfy themselves, by examination of the contract documents, the work site and the conditions and obstacles to be encountered in the field, and by such other means as may be necessary, as to the accuracy of the schedule of quantities of the work to be done and the intent of said contract documents. After the submission of the proposal, no complaint or claim that there was any misunderstanding as to the quantities, conditions or nature of the work will be entertained and no extra compensation shall be allowed by reason of any matter or thing concerning which such bidder might have informed himself prior to the bidding.

Upon award of bid, the Contractor must execute the required Performance and Payment Bond in the total amount of the bid. (see PERFORMANCE AND PAYMENT BOND Section 10.)

- 2.5 Time of Performance: When not otherwise specified, the bidder must state in the proposal, the least number of calendar days (counting weekends and holidays), after date to commence work given in the Notice to Proceed, in which bidder will start construction and the number of calendar days (counting weekends and holidays), after date to commence work given in the Notice to Proceed, in which bidder will fully complete the

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work as specified. The bidder should make allowance for all probable difficulties which may be encountered. In the event of failure completing the work within the time stated or otherwise specified, liquidated damages will be assessed as provided in the specifications.

- 2.6 Quantities: The estimated quantities of the work are the result of careful calculations but are not to be considered as final. Such estimates will be used as a basis for determining the lowest bidder. After the contract is awarded, the quantity of work listed under any item, or all items, may be increased or decreased according to the specifications at the discretion of the City of Superior without in any way invalidating the bid price (see CONTRACT CHANGE ORDER Section 14).
- 2.7 Bid Prices: Bidders must submit a bid price, in accordance with the specifications, for each item of the job or branch, in compliance with the bidding units specified for the quantities listed in the proposal. Bid prices must be written out in words and entered in figures. In case of conflict, the written word prices will prevail. Totals must be shown based on unit cost and quantity. In case the figures do not match, the figure resulting in the lower price shall be deemed the price intended and applicable.
- 2.8 Inadequacies and Omissions: The City of Superior will not be responsible for verbal information or statements made by representatives of the Engineering Department, or any other department for which work will be performed.
- Bidders shall bring any inadequacies, omissions, or conflicts to the attention of the City of Superior before the due date for bids. Prompt written clarification will be immediately supplied to all bidders by Addenda before the due date for bids and each Addendum shall be acknowledged on the Addenda Acknowledgment form. Failure to request clarification of any inadequacy, omission or conflict will not relieve the Contractor of responsibility.
- 2.9 No Double Bidding: Two (2) or more proposals under different names will not be accepted from one firm or association.
- 2.10 Partial Bidding: Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items, unless specifically exempted as set forth above, shall disqualify the bid. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.
- 2.11 Right of Waiver or Rejection: The City reserves the right to reject any or all bids or waive any defects found in bids or proposals submitted.
- 2.12 Labor Standards: The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work

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Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. Chapter 3, 276a-276a-5; 29 CFR Parts 1, 3, 5, 6, and 7; 40 USC 327 and 40 USC 276c, Chapter 3, Section 276c; 18 USC, Part 1, Chapter 41, Section 874; 29 CFR Part 3; 40 USC, Chapter 5, Sections 326-332; 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240), Section 3 of the Housing and Urban Development Act of 1968 and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for a minimum period of three years after completion.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- 2.13 Wage Rates: See Attachment B – Davis Bacon General Decision Number WI20250015 dated 09/19/2025.
- 2.14 Build America, Buy American Act: The Contractor must comply with the requirements of the Build America, Buy American Act (BABA), enacted as part of the Infrastructure investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the “Buy America Preference” or “BAP”) for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Additional details on fulfilling the BABA requirements can be found at <https://www.hud.gov/baba>.
- 2.14 Pre-Bid Conference: December 2, 2025, at 9:00AM. in-person or virtual options.
In person: 1316 North 14th Street, Room 204, Superior, WI. Questions will be due December 5, 2025, at 12:00 PM. The final addendum will be issued December 9, 2025.
Pre-bid virtual information:
Microsoft Teams [Need help?](#)
[Join the meeting now](#)
Meeting ID: 248 800 529 063 7
Passcode: t9Cx9jb7

City of Superior, Wisconsin

Dial in by phone

[+1 872-242-8028](tel:+18722428028),,57096679# United States, Chicago

[Find a local number](#)

Phone conference ID: 570 966 79#

Non-mandatory.

- 2.15 Contract Documents: Upon award of the bid the contract documents will consist of the Advertisement to Bid, Instructions to Bidders, Bid Proposal, Subcontractors & Suppliers Listing, Addenda Acknowledgment, Bid Bond, Bidder's Proof of Responsibility, Affidavit of Organization & Authority, Affidavit of Compliance(s), Contract, Performance and Payment Bond, Certificate of Insurance as required, General Specifications, Special Provision, Plan set, and include all other herein bound attachments and modifications thereof incorporated in the documents as prepared by the City of Superior.

City of Superior, Wisconsin

3. BID PROPOSAL

Fiber Phase 2 Construction Project

Date _____

City of Superior, Wisconsin

I/we, the undersigned, being familiar with your local conditions, having made a field inspection and investigation that I/we deemed necessary, having studied the plans and specifications for the work and being familiar with all the factors and other conditions affecting the work, are hereto attaching the following documents:

- 1) Assurances (see Section 3.a)
- 2) Equal Opportunity Policy Statement (see Section 3.b)
- 3) Certification Regarding Debarment (see Section 3.c)
- 4) Subcontractors & Suppliers List (see Section 4.)
- 5) Addenda Acknowledgment (see Section 5.)
- 6) Certified check or bid bond equal to five percent (5%) of the total amount bid. (Make check payable to: City of Superior, Wisconsin- see Section 6.)
- 7) Bidder's Proof of Responsibility (see Section 7.)
- 7a) Affidavit of Compliance from Contractor and All Sub-Contractors(see Section 7a.)
- 8) Affidavit of Organization & Authority (see Section 8.)

I/we, the undersigned, hereby propose to furnish all applicable labor, tools, materials, skills, equipment and all else necessary to execute the work, in accordance with the specifications and are hereby submitting the following bid:

Please note: Any variation from the preferred manufacturer will need approval prior to bidding from the City. All requested substitutions shall be submitted during the bid phase, prior to the deadline for questions. All approved substitutions will be addressed in an addendum. All materials must meet BABA regulations.

****SEE NEXT PAGE****

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Base Bid:

	Preferred Manufacturer	Quantity	Unit	Unit Price	Total
Conduit					
Directional Bore (1) 2" HDPE duct with 4" Bore - 2.5 potholes every 100ft. Material and Installation Price		19372	LF		
Directional Bore (2) 2" HDPE duct with 4" Bore - 2.5 potholes every 100ft. Material and Installation Price		8657	LF		
Directional Bore (3) 2" HDPE duct with 4" Bore - 2.5 potholes every 100ft. Material and Installation Price		210	LF		
Directional Bore (5) 2" HDPE duct with 4" Bore - 2.5 potholes every 100ft. Material and Installation Price		2211	LF		
Install Muletap in New Conduit - Material and Installation Price		48371	LF		
Install 5/8"x8' Copper Clad Ground Rod - Material and Installation Price		78	EA		
Sawcut, Remove and Replace Asphalt 6" Thick		14	SQFT		
Sawcut, Remove and Replace Concrete 6" Thick		500	SQFT		
Tree Protection, Sites and Labor		422	EA		
Conduit Total:					

Splicing					
Splicing, Fusion, Single Fiber		3520	EA		
Splicing, Mass Fusion, 12 Fiber Ribbon		72	RIBBON		
Testing, OTDR, Uni-Directional, Power Meter Testing		822	EA		
Reel Testing		912	EA		
Splicing Total:					

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General					
Pull fiber through existing duct, Proof Existing Duct/Path		4847	LF		
General Total:					

Fiber Material					
Underground 24 CT Armored Fiber Cable - Material and Installation Price	Prysmian	9075	LF		
Underground 48 CT Armored Fiber Cable - Material and Installation Price	Prysmian	6253	LF		
Underground 96 CT Armored Fiber Cable - Material and Installation Price	Prysmian	2587	LF		
Underground 288 CT Armored Fiber Cable - Material and Installation Price	Prysmian	9645	LF		
Fiber Total:					

Vault					
Drop Vault, 17x30, with Connect Superior branding on Lid - Material and Installation Price	Channel (Bulk 1)	213	EA		
Drop Vault, 24x36, with Connect Superior branding on Lid - Material and Installation Price	Channel (Bulk 4)	60	EA		
Drop Vault, 30x48, with Connect Superior branding on Lid - Material and Installation Price	Channel (Bulk 7)	4	EA		
Vault Total:					

Closures					
FOSC 450B Closure - Material and Installation, including Grounding	CommScope (058514-000)	49	EA		
FOSC 450C Closure - Material and Installation, including Grounding	CommScope (JI945R-000)	26	EA		

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FOSC 450D Closure - Material and Installation, including Grounding	CommScope (931866-000)	3	EA		
Closures Total:					

Cabinets					
Clearfield 432 Size Distribution Cabinet, concrete pad mounted. Fully loaded with cassettes and preterminated 100' SC/APC tails - 24 feeder fibers, 432 distribution fibers - Material and Installation including Site Preparation of Vault and Concrete Pad	Clearfield (R-FA2-432-C1E-1100-B 100F)	2	EA		
Clearfield 1x32 Splitter - Material and Installation	Clearfield (KC1-CAA)	22	EA		
Cabinet Total:					

Total Base Bid:	
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Base Bid Total in written words:

City of Superior, Wisconsin

Alternate:

Item	Preferred Manufacturer	Quantity	Unit	Unit Price	Total
Conduit					
Directional Bore (1) 2" HDPE duct with 4" Bore - 2.5 potholes every 100ft. Material and Installation Price		9441	LF		
Directional Bore (2) 2" HDPE duct with 4" Bore - 2.5 potholes every 100ft. Material and Installation Price		4718	LF		
Directional Bore (3) 2" HDPE duct with 4" Bore - 2.5 potholes every 100ft. Material and Installation Price		77	LF		
Directional Bore (5) 2" HDPE duct with 4" Bore - 2.5 potholes every 100ft. Material and Installation Price		0	LF		
Install Muletap in New Conduit - Material and Installation Price		19109	LF		
Install 5/8"x8' Copper Clad Ground Rod - Material and Installation Price		34	EA		
Sawcut, Remove and Replace Asphalt 6" Thick		7	SQFT		
Sawcut, Remove and Replace Concrete 6" Thick		250	SQFT		
Tree Protection, Sites and Labor		182	EA		
Conduit Total:					

Splicing					
Splicing, Fusion, Single Fiber		1120	EA		
Splicing, Mass Fusion, 12 Fiber Ribbon		36	RIBBON		
Testing, OTDR, Uni-Directional, Power Meter Testing		279	EA		
Reel Testing		312	EA		
Splicing Total:					

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Fiber Material					
Underground 24 CT Armored Fiber Cable - Material and Installation Price	Prysmian	3803	LF		
Underground 48 CT Armored Fiber Cable - Material and Installation Price	Prysmian	2314	LF		
Underground 96 CT Armored Fiber Cable - Material and Installation Price	Prysmian	3010	LF		
Underground 144 CT Armored Fiber Cable - Material and Installation Price	Prysmian	3105	LF		
Fiber Total:					

Vault					
Drop Vault, 17x30, with Connect Superior branding on Lid - Material and Installation Price	Channel (Bulk 1)	94	EA		
Drop Vault, 24x36, with Connect Superior branding on Lid - Material and Installation Price	Channel (Bulk 4)	27	EA		
Drop Vault, 30x48, with Connect Superior branding on Lid - Material and Installation Price	Channel (Bulk 7)	0	EA		
Vault Total:					

Closures					
FOSC 450B Closure - Material and Installation, including Grounding	CommScope (058514-000)	24	EA		
FOSC 450C Closure - Material and Installation, including Grounding	CommScope (JI945R-000)	9	EA		
FOSC 450D Closure - Material and Installation, including Grounding	CommScope (931866-000)	1	EA		
Closures Total:					

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Cabinets					
Clearfield 288 Size Distribution Cabinet, concrete pad mounted. Fully loaded with cassettes and preterminated 100' SC/APC tails - 24 feeder fibers, 432 distribution fibers - Material and Installation including Site Preparation of Vault and Concrete Pad	Clearfield (R-FA2-288-C1E-1100-B 100F)	1	EA		
Clearfield 1x32 Splitter - Material and Installation	Clearfield (KC1-CAA)	7	EA		
Cabinet Total:					

Total Alternate Bid:	
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Total Alternate Bid in written words:

Total Base Bid plus Alternate Bid: \$_____

Total Base Bid plus Alternate Bid in written words:

Estimate amount of calendar days to complete project upon Contractor's receipt of Notice to Proceed (time to include all weekends and holidays)_____

Date able to begin the project_____

Completion date_____

SIGNATURE _____
 PRINT NAME _____
 TITLE _____
 COMPANY _____
 ADDRESS _____
 PHONE _____
 E-MAIL ADDRESS _____

3a. ASSURANCES

Bidder MUST submit this completed document with the bid proposal.

- OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503. **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish

progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of

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1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in

the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Signature of Authorized Certifying Official: _____

Title: _____

Applicant Organization: _____

Date submitted: _____

City of Superior, Wisconsin

3b. EQUAL OPPORTUNITY POLICY STATEMENT

Bidder MUST submit this completed document with the bid proposal.

Effective Date: _____

To: City of Superior
1316 North 14th Street
Superior, WI 54880

Subject: EQUAL EMPLOYMENT OPPORTUNITY

A. PURPOSE

To provide equal employment opportunity for all employees and applicants for employment with _____ Inc., and to outline the procedures that will be followed to ensure accomplishment of the objectives of this policy.

B. EQUALITY OF OPPORTUNITY

All decisions with respect to employment matters and other phases of employer employee relationship will be in keeping with this policy and in accordance with Executive Order 11246 and 11375. The _____, Inc., will:

1. Recruit, hire and promote individuals in all job classifications without regard to race, color, religion, sex, age, handicap, or national origin, except where sex or age is a bona fide occupational qualification.
2. Ensure that promotions are in accord with principles of equal employment opportunity by imposing only legitimate job-related requirements for promotional opportunities.
3. Ensure that all other personal actions such as rates of pay or other forms of compensation, benefits, transfers, layoffs, returns from layoff, demotions, terminations, selection for training (including apprenticeship), social and recreational programs, use of company facilities, and the like will be administered without regard to race, color, religion, sex, age, handicap, or national origin, except where sex or age is a bona fide occupational qualification.

C. GENERAL RESPONSIBILITIES

The President and the Corporate EEO officer will be responsible for the coordination, administration, and implementation of the provisions of this policy.

D. POLICY GUIDELINES

1. The program of Affirmative Action is based on the analysis of all job categories at all Division/Subsidiaries to determine if there is underutilization of minority and female employees. As a result, specific goals, timetables, and action commitments are developed

City of Superior, Wisconsin

- to correct identifiable deficiencies. The analysis of periodic internal Affirmative Action reports is designed to monitor progress toward established goals and correct deviations for those goals in a timely manner.
2. Bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, _____ Inc., is committed to take affirmative action to employ, advance in employment or otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran's status in all employment practices.
 3. Bound by the terms of Section 503 of the Rehabilitation Act of 1973, _____ Inc., is committed to take affirmative action to employ and advance in employment qualified physically and mentally handicapped individuals in all employment practices.
 4. All solicitations or advertisements for employees placed by or on behalf of authorized representatives of the Corporation will state expressly that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin, or alternative statements such as the phrase "an equal opportunity employer" as may be authorized by Executive Order 11246 as amended by 11375. All such solicitations or advertisements will be subject to approval by the President or designate.
 5. Applicants for employment with the Corporation will be judged solely in accordance with the job specifications concerned, the applicant's work history, and any other commonly accepted indices of qualification as may be deemed necessary for the position in question.
 6. Notices and posters relating to equal employment opportunity will be conspicuously posted on bulletin boards, and information concerning such equal employment opportunity as may be prescribed by national policy will be made readily available to all employees or applicants for employment.

SIGNATURE: _____

TITLE: _____

DATE: _____

3c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implement Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the agency with which this transaction originated.

1. The Contractor certifies that, by submission of this proposal, that neither it nor its principals, or SubContractors:
 - a. Is presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. Have not within a three-year period preceding this date been convicted of or had a civil judgement rendered against you 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 offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

Signed: _____
Print Name & Title: _____
Name of Organization: _____
Date: _____

City of Superior, Wisconsin

4. SUBCONTRACTORS AND SUPPLIERS LISTING - Must be submitted with Bid.

Fiber Phase 2 Construction Project

- 4.1 The undersigned agrees to employ the following listed **subcontractors** for the following enumerated classes of work and not to alter or add to such list without the written consent of the City of Superior, WI as per Wisconsin Statutes 66.0901 (7). (see CONTRACT CHANGE ORDER form attached). Use separate sheet as necessary.

	<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

- 4.2 Following is a list of **suppliers** to be used on the above listed project. (Use separate sheet as necessary.)

	<u>SUPPLIER</u>	<u>TYPE OF SUPPLY</u>
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

Number of years of experience or additional details of subcontractors, supplier or product may be requested for projects as deemed necessary by the City.

Submitted by: COMPANY _____
ADDRESS _____
COMPANY REPRESENTATIVE _____

City of Superior, Wisconsin

5. ADDENDA ACKNOWLEDGMENT (Must be submitted with Bid)

Fiber Phase 2 Construction Project

I/we hereby acknowledge receipt of the following addenda(s):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

I/we further certify that no agreement has been entered into to prevent competition for said work and that I/we carefully examined the site where the work is to take place, and the plans, specifications, form of contract, bond and all other contract documents.

I/we further agree to enter into the contract, as provided in the contract documents, under all the terms, conditions and requirements of those documents.

* If no addenda were issued, the bidder shall so indicate and sign this document.

Company

Representative Signature

Date

City of Superior, Wisconsin

6. BID BOND - (Sample) A 5% bid security must be submitted with Bid
AIA Document A310™ -2010 Bid Bond is the preferred document.

KNOW ALL MEN BY THESE PRESENTS that, _____
of _____ as principal, and _____,
a corporation organized and existing under the laws and authorized to transact business in the
State of _____ (herein called "surety") as surety are held and firmly bound
unto the City of Superior, Wisconsin, a municipal corporation of the State of Wisconsin, in the
penal sum of _____ dollars (five percent of bid), good and
lawful money of the United States of America, to be paid to the City of Superior, Wisconsin, its
duly authorized attorneys, agents, officers, successors and assigns for which payment, well and
truly be made, we bind ourselves, our heirs, administrators, executors, successors and assigns,
jointly and severally firmly by these presents.

WHEREAS, the above bounden principal has entered into a proposal for a certain written
contract with the City of Superior, Wisconsin, dated on this ____ day of _____,
20____, for the performance of the following work:

NOW THEREFORE, the condition of the above obligation is such that if the above
principal shall file and properly execute the proper contract and performance bond within the
time limited by the City, which shall provide for the doing of such work upon the terms and
conditions of the plans and specifications of the bid, then this obligation is to be void, otherwise
be made and remain in full force and effect.

Company

President

Secretary

WITNESS:

Signed and Sealed in the Presence of:

7. BIDDER'S PROOF OF RESPONSIBILITY (Must be submitted with Bid)

Wisconsin Statutes Section 66.0901 (2) requires anyone submitting a bid to complete a sworn statement consisting of information relating to the financial ability, equipment, experience in the work prescribed in the public contract, and other matters that the municipality requires. The City of Superior shall properly evaluate the statement and shall find the maker of the statement either qualified or unqualified.

If the City is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may reject the bid or disregard the same or require additional information.

The contents shall be confidential and may not be disclosed except upon the written order of the person furnishing the statement, for necessary use by the public body in qualifying the person, or in cases of actions against, or by, the person or municipality.

STATEMENT OF BIDDER QUALIFICATIONS

1. Name of bidder: _____
2. Bidder's address: _____
3. When organized: _____
4. Where incorporated: _____
5. How many years have you been engaged in the contracting business under the present firm name: _____
6. Have you ever failed to complete any work awarded to you? No _____ Yes _____
(If yes, please explain)
7. Have you ever defaulted on a contract? No _____ Yes _____
(If yes, please explain.)
8. Have you ever been sued for services you provided? No _____ Yes _____
(If yes, please explain.)
9. In the past three years, has your organization had at least a 25% interest, or has another corporation, partnership or other business entity operating in the construction industry controlled it? No _____ Yes _____
(If yes, please attach a statement explaining the nature of the relationship.)
10. Has your or the controlling company ever been charged with or convicted of a violation of any wage schedule? (Section 66.0903 (12) d Wis Stats) No _____ Yes _____
(If yes, please provide details, date, claimant, particulars of each instance.)
11. Has the applicant, any of its owners, a subsidiary or corporate parent, or any officer or director thereof; been convicted in the last three years of violating Section 133.01, Wisconsin Statutes (Unlawful Contracts; Conspiracies)? No _____ Yes _____
(If yes, please provide details, date claimant, particulars of each incident, etc.)
12. Does your firm have a substance abuse policy that complies with Section 103.503 Wisconsin Statutes? No _____ Yes _____
13. Does your firm possess all valid licenses, registrations and certifications required by federal, state, county or city law necessary for the work it seeks to perform?
No _____ Yes _____
14. Has your organization had any type of business, contracting or trade license, certification or registration revoked or suspended in the last three years?
No _____ Yes _____ (If yes, please explain.)

City of Superior, Wisconsin

15. Does your organization meet all bonding requirements as required by applicable law?
No _____ Yes _____
16. Attach a list of the largest contracts completed by your firm, including kind of work and approximate cost.
17. Attach a statement of background and experience of the principal members of your personnel, including your officers.
18. Name, address and telephone numbers of a minimum of two (2) references of others whom you have performed similar work/services to in the past five (5) years.
19. Credit references - attach as applicable
20. Financial (net worth in excess of): \$ _____
21. Additional information may be submitted if desired.

Company Name _____

I, the below signed, attest all answers to the foregoing questions and all statements contained are true and correct.

Authorized Signature _____

PRINT signature name and title _____

Subscribed and sworn to before me,
this _____ day of _____, 2025

Notary Public
County of _____
My Commission Expires _____

City of Superior, Wisconsin

7a. AFFIDAVIT OF COMPLIANCE

(Must be submitted by Contractor and all Sub-Contractors)

State of _____)
) SS
County of _____)

I, _____, being duly sworn on oath, states as follows:
NAME OF CONTRACTOR/AGENT

1. That I am the contractor or agent of the contractor submitting a bid for
_____; and
NAME OF PROJECT
2. That _____ is a responsible contractor
NAME OF CONTRACTOR/COMPANY
and meets the criteria set forth in Chapter 2, Article XII, Responsible Contractor Criteria,
City of Superior Ordinance #O20-4178 (attached hereto).

SIGNATURE Of CONTRACTOR/AGENT

PRINT NAME

TITLE

ADDRESS

PHONE

E-MAIL

Subscribed and sworn to before me this _____ day of _____ 2025.

SIGNATURE

PRINT NAME

My commission expires: _____

City of Superior, Wisconsin

ORDINANCE #O20-4178

**ORDINANCE INTRODUCED BY MAYOR JIM PAINE REPEALING SECTION 2,
ARTICLE XII PUBLIC WORKS PROJECTS AND RECREATING SECTION 2,
ARTICLE XII RESPONSIBLE CONTRACTOR CRITERIA**

The Common Council of the City of Superior, Wisconsin, does ordain as follows:

SECTION 1. Chapter 2, Article XII, Public Works Projects of the City Code of Ordinances is hereby repealed and recreated as follows:

ARTICLE XII. RESPONSIBLE CONTRACTOR CRITERIA

Section 2-468. Purpose. Pursuant to Wis. Stats. § 66.0901, whenever the city lets public work by contract, the contract must be awarded to the lowest qualified responsible contractor. What constitutes a qualified responsible contractor is a determination that requires the exercise of discretion by the city and its departments, officials or employees under reasonably consistent responsible contractor criteria when exercising its discretion.

Section 2 -469. Definitions. In this section, the following definitions shall apply.

“Contractor” means a person, corporation, partnership or any other business entity that performs work on a public works contract as a general contractor, prime contractor or subcontractor at any tier.

“Apprenticeship program” means an apprenticeship program that is currently approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyperson status for three years.

“Public works contract” means a contract for the construction, alteration, execution, repair, remodeling or improvement of a public work or building, where the contract is in excess of \$25,000 and is required to be bid pursuant to Wis. Stats. § 59.52(29).

“Qualified contractor (Bidder)” means a person, corporation, partnership or any other business entity that meets the requirements specified in this ordinance as well as the criteria specified in Wis. Stats. 16.855 (9m) (b) (1) (a & b)

Section 2-470 Responsible Contractor Criteria. In order to be a qualified responsible contractor for purposes of being awarded a public works contract, the contractor must meet the following criteria.

- a) The contractor maintains a permanent place of business.
- b) The contractor is authorized to do business in the State of Wisconsin.

City of Superior, Wisconsin

- c) The contractor, or agent, partner, employee or officer of the contractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.
- d) The contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).
- e) The contractor has general liability, workers' compensation, automobile insurance and unemployment insurance.
- f) The contractor has complied with all provisions of any prevailing wage laws and federal Davis-Bacon related Acts, and the rules and regulations therein, for projects undertaken by the contractor that are covered by these laws, for the past five (5) years.
- g) The contractor participates in an apprenticeship program as referred in section 2-46 9, if the contractor employs more than two (2) employees.
- h) The contractor has a written substance abuse prevention program meeting the requirements of Wis. Stat. §103.503.
- i) The employees who will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws.
- j) The contractor has not been the subject to any investigation, order or judgement regarding the construction industry from a state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, discrimination or payroll fraud. If the contractor has been the subject of any of the aforementioned, the contractor must provide copies of the investigation, order or judgement and may be disqualified.
- k) The contractor's employees who will perform work on the project are:
 - 1) Covered under a current workers' compensation policy; and properly classified under such policy.
 - 2) Covered under a current health insurance policy as required by federal or state law.
- l) The contractor possesses all applicable professional and trade licenses required for performing the public works.
- m) The contractor has adequate financial resources to complete the public works contract, as well as all other work the bidder is presently under contract to complete.
- n) The contractor is bondable for the terms of the proposed public works contract.

City of Superior, Wisconsin

- o) The contractor has a record of meeting the criteria which will be considered in determining satisfactory completion of projects and may include, but are not limited to:
 - 1) Completion of contracts in accordance with drawings and specifications;
 - 2) Diligent execution of the work and completed contracts according to the established time schedules unless extensions are granted by the owner; and
 - 3) Fulfilled guarantee requirements of the contract documents.
- p) The contractor has, and diligently maintains, a written safety program.

Section 2-471.No Restriction on Discretion. If information other than what was disclosed by the contractor in section 2-470 is discovered by the city or the department, official or employee responsible for awarding the public works contract, and such information calls into question the contractor's abilities or competence to faithfully and responsibly comply with the terms of a public works contract, that information shall be considered in determining whether the contractor is a qualified responsible contractor.

Section 2-472. Affidavit of Compliance.

In the event a construction management company is to administer the said contract with general contractors, prime contractors or subcontractors of any tier, the construction management firm shall ensure all the rules and regulations contained in this Responsible Contractors Ordinance are followed by all contractors of any tier.

The general, prime contractor, or sub-contractor of any tier bidding on a public works project must include in its sealed bid:

- a) **Its own affidavit swearing compliance with the criteria set forth in section 2-470 on the form required by city; and**
- b) An affidavit swearing compliance with the criteria set forth in [section 2-470](#) on the form required by the city from every subcontractor at any tier who will perform work on the project.

[Failure to submit the required affidavit, or providing incorrect, false, or misleading information may disqualify the contractor's bid.](#)

SECTION 2. All ordinances and parts of ordinances conflicting with this ordinance are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

City of Superior, Wisconsin

8. AFFIDAVIT OF ORGANIZATION AND AUTHORITY (Must be submitted with Bid)

STATE OF _____)
COUNTY OF _____) SS

_____ being duly sworn on oath deposes and states that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

Complete Applicable Paragraphs:

1. CORPORATION

The bidder is a corporation organized and existing under the laws of the State of _____, its president is _____, its secretary is _____, and it does (does not) have a Corporate Seal. The president is authorized to sign construction contracts and bids for the company by action of its board of directors taken _____ a certified copy of which is hereto attached. (Strike out last sentence if not applicable.)

2. PARTNERSHIP

The bidder is a partnership consisting of _____ and _____ partners doing business under the name of: _____

3. SOLE TRADER

The bidder is an individual and if operating under a trade name, such trade name is:

4. LIMITED LIABILITY COMPANY

The undersigned is the _____ (title) of _____, a Limited Liability Company organized and operated under the laws of the State of _____.

5. ADDRESS

The business address and phone number of bidder is:

6. STATUTORY SWORN STATEMENT

_____ also deposes and states that he has examined and carefully prepared this bid proposal from the plans and specifications and has checked the same in detail before submitting this proposal or bid, and that the statements contained herein are true and correct.

(Authorized Signature)

Subscribed and sworn to before me,
this _____ day of _____, 2025

Notary Public
County of _____
My Commission Expires _____

9. CONTRACT (to be finalized after award)

9.1 Preamble

This contract made this ____ day of ____ 2025, by and between _____, a corporation, herein called "Contractor", and the City of Superior, a municipal corporation, located in Douglas County, Wisconsin, herein called "Owner or City".

WITNESSETH, that the Contractor and Owner for the consideration stated herein, agree as follows:

9.2 Article I - Scope of Work

The Contractor shall perform everything required to be performed and shall provide and furnish all the applicable labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation services required to perform and complete in a workmanlike manner the following work:

Fiber Phase 2 Construction Project

All work shall be in strict compliance with the Contractor's proposal and other contract documents, herein mentioned as component parts of this contract.

9.3 Article II - Contract Price

The Owner shall pay the Contractor for the performance of this contract an amount based upon the unit prices contained in the proposal for the actual measured quantities of work done or lump sum as proposed.

Contractor shall not be entitled to payment for work found deficient or failing to conform to the requirements set forth in this agreement and is not entitled to further payments until corrected to the satisfaction of the Director of IT, at the cost of the Contractor. The City will inform the Contractor of any deficiencies and/or items that do not conform to this contract within thirty (30) days of receipt.

Unless otherwise provided in the special provisions, payments are to be made to the Contractor within 30 days of receipt of an approved payment application/invoice on the basis of written approval of estimates by the Owner of the value of the work performed during the preceding billing period. However, in accordance with 66.0901(9) Wisconsin Statutes, the owner will retain five percent (5%) of the amount of each such estimate, until the work has been completed. This retainage will be held until completion and acceptance of all work included in this contract. Payments to contractor will be withheld if certified payroll reports are not received weekly.

Submission of a final payment application/invoice shall be accompanied by final payroll reports and final unconditional lien waivers (from all sub-contractors and suppliers) to the Owner. Prior to release of final payment, the IT Department shall review project documents submitted by Contractor to determine the satisfaction thereof; it will be at the IT Department's sole discretion when the final payment is made. Final payment will be made to

Contractor within thirty (30) days of the City's acceptance of services as complete.

The Owner, in case the work under this contract is not completed within the time required or within an extended time approved in writing by the Owner, is authorized to take charge of the work and finish it at the expense of the Contractor and his sureties, and to apply the amount retained from estimates to the completion of the work.

9.4 Article III - Component Parts of this Contract

This contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or if not attached, as if the same were hereto attached:

1. Advertisement to Bid
2. Instructions to Bidders
3. Bid Proposal
4. Subcontractors & Suppliers Listing
5. Addenda Acknowledgment and all addenda
6. Bid Bond
7. Assurances, Debarment, Bidder's Proof of Responsibility
8. Affidavit of Compliance from Contractor and All Sub-Contractors
9. Affidavit of Organization and Authority
10. Contract
11. Certificate of Insurance
12. Performance and Payment Bond
13. General Specifications
14. Engineer's Certificate
15. Special Provisions
16. Contract Change Order
17. Additional Attachments per Index

The contract documents form a complete unit and requirements called for by one are as binding as if called for by all. In cases of conflict between plans and specifications, the specifications shall govern. Special and/or Technical Specifications shall control over General Specifications.

9.5 Article IV - Payment for Labor & Materials

The Contractor specifically agrees to pay for all claims for labor performed at rates at least equal to the wage scale on file with the Owner for this project and materials furnished, used and consumed in completing the foregoing contract, together with all items enumerated in Section 779.035, of the Wisconsin Statutes, as the obligation of the Contractor. No assignment, modification or change in the contract, or change in the work covered thereby, or any extension of time for completion of the contract shall release the sureties on the bond.

9.6 Article V – Insurance

Within ten (10) days after the execution of the contract, and prior to commencement of any work, the Contractor shall file with the Owner satisfactory evidence of having adequate worker's compensation insurance and public liability insurance, both personal and property, as outlined in the General Specifications, 11.3.

9.7 Article VI – Authority

The Contractor represents that it has the authority to enter into this contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

9.8 Signatures

In Witness Whereof, the parties hereto have caused this instrument to be executed the day and year first written.

SIGNED AND SEALED: COMPANY:
ADDRESS:
PHONE:

Signer

Signer

ATTEST: CITY OF SUPERIOR, WISCONSIN

Jim Paine, Mayor

Heidi Blunt, Clerk

Nicholas Rhinehart, Finance Director

Frog Prell, City Attorney

Provision has been made to
pay the liability that will
accrue under this contract.

***Approved by the City Council on**

**Build America, Buy America (BABA)
Act
CDBG Contractor Acknowledgement
Form**

The Contractor acknowledges to and for the benefit of the City of Superior, WI ("Owner") and the Funding Authority that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America." The prime contractor and all subcontractors (all tiers) must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development's (HUD's) notice, "Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

In accordance with HUD's phased implementation plan for BABA for the CDBG program, iron and steel, manufactured products, and production materials purchased for infrastructure project awarded by DEHCR to a CDBG Grantee/UGLG on or after the dates listed below must be produced in the U.S. unless a waiver or exemption applies.

An article, material, or supply is not to be classified into more than one category and must be made based on the status of the article, material, or supply upon arrival to the work site for use in an infrastructure project. Articles, materials, or supplies must meet the BAP for only the single category in which they are classified and, in some cases, may not fall under any of the categories listed above.

Contractor Name: _____

Name/Title

10. PERFORMANCE AND PAYMENT BOND (Sample)
AIA Document A312™ - 2010 Performance and Payment Bond is the preferred document.

KNOW ALL MEN BY THESE PRESENTS THAT _____
of _____, and _____ as principal, and
_____ of _____, a corporation and existing under the laws of the
State of Wisconsin (hereinafter called “surety”), as surety are held and firmly bound unto the City of Superior, a municipal
corporation, of the State of Wisconsin, in the penal sum of \$_____ Dollars, good and lawful money of the
United States of America, to be paid to the City of Superior, Wisconsin, its duly authorized attorneys, agents, officers,
successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, administrators,
executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above bound principal has entered into a certain written contract with the City of Superior,
Wisconsin, dated this ____ day of _____, 2025, which contract is hereby referred to and made a part
hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the above obligation is such that if the above bound principal shall well and
truly keep, do and perform each and every matter and thing in said contract set forth and specified to be by the said
principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good
and reimburse to the forenamed City, all loss and damage which said City may sustain by reason of failure or default on the
part of said principal and shall pay to every person entitled thereto all claims for labor performed and materials furnished,
used or consumed in performing the work provided in said contract including, without limitation because of enumeration,
fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies,
electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker’s compensation
insurance and contributions for unemployment compensation, then this obligation shall be void; otherwise, it shall be and
remain in full force and effect.

Contractor	_____
Representative	_____
Title	_____
Insurance Company	_____
Representative	_____

Attest: _____

11. GENERAL SPECIFICATIONS

11.1 GENERAL

Unless otherwise stated, all work and conditions of this contract shall be performed in accordance with the State of Wisconsin Department of Transportation (WisDOT), Standard Specifications for Highway and Structure Construction (including erosion control), 2025 Edition and current Supplemental Specifications, or in accordance with the Wisconsin Department of Commerce.

State and/or Federal funds may be used to fund all or part of this contract. The City will not be held liable for any damages incurred due to changes in State or Federal funding, including (but not limited to) a reduction or cancellation of the project.

This is a federally assisted project and Davis Bacon requirements will be enforced. Federal Labor Standards provisions HUD-4010 is referenced and incorporated into this contract. Contractors, including subcontractors, must be eligible to participate. Federal Wage Determinations are as referenced and incorporated into this contract.

11.2 SUBSTITUTIONS

The following terms shall be substituted in the specifications:

- a. "Owner" or "City" is the City of Superior.
- b. "Engineer" is the Contracted Engineer/Architect for the City of Superior or the City Engineer assigned to the project.

11.3 INSURANCE

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

CONTRACTOR—LIABILITY

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed

Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | |
|---|-------------|
| 1. Each Occurrence limit | \$1,000,000 |
| 2. Personal and Advertising Injury limit | \$1,000,000 |
| 3. General aggregate limit (other than Products-Completed Operations) per project | \$2,000,000 |
| 4. Products-Completed Operations aggregate | \$2,000,000 |
| 5. Fire Damage limit — any one fire | \$50,000 |
| 6. Medical Expense limit — any one person | \$5,000 |
| 7. Products - Completed Operations coverage must be carried for two years after acceptance of completed work. | |

B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1- "Any Auto" basis.

C. Workers' Compensation as required by the State of Wisconsin and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act coverage.

D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by the City.

F. Builder's Risk / Contractor's Equipment or Property - The contractor is responsible for loss and coverage for these exposures. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain Commercial General Liability (if applicable Watercraft liability), Automobile Liability, Workers' Compensation and Employers Liability, (if applicable Aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

APPLICABLE TO CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

A. Primary and Non-contributory requirement - all insurance must be primary and non-

contributory to any insurance or self-insurance carried by City.

- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an **A.M. Best** rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. **Additional Insured Requirements - The following must be named as additional insureds on all Liability Policies for liability arising out of project work – City of Superior**, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products - Completed Operations additional insured coverage per ISO form CG 20 37 07 04 for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.
- D. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City.
- E. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.

A waiver of subrogation is required for Workman's Compensation and liability in favor of the City. Such liability policies shall contain a provision or endorsement covering any contingent liability of the City of Superior. **The City is to be shown as “additionally insured” and the project is to be listed on the certificate.** The naming of said entities as Certificate Holders will not be acceptable. Certificates of worker's compensation and personal and public liabilities, along with the provision indemnifying the City of Superior must be submitted by the successful bidder.

11.3.5 IDEMNIFICATION

Contractor hereby agrees to indemnify, defend and hold harmless the City its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Contractor shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (subcontractor) or volunteers as part of the work covered by this Agreement, it shall be responsibility of the Contractor to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

11.4 PERFORMANCE AND PAYMENT BOND

Contractor shall execute and furnish a completed PERFORMANCE AND PAYMENT BOND in the total amount of the approved bid, to be supplied to the Owner along with the required signed contract documents. AIA Document A312™ - 2010 is the preferred Performance and Payment Bond document.

11.5 LABOR LAWS AND REQUIREMENTS

Davis Bacon Prevailing Wages. The Davis Bacon Act (40 USC, Chapter 3, Section 276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) is triggered when any construction work over \$2,000 is financed in whole or in part with CDBG funds. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. Chapter 3, 276a-276a-5; 29 CFR Parts 1, 3, 5, 6, and 7; 40 USC 327 and 40 USC 276c, Chapter 3, Section 276c; 18 USC, Part 1, Chapter 41, Section 874; 29 CFR Part 3; 40 USC, Chapter 5, Sections 326-332; 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240), Section 3 of the Housing and Urban Development Act of 1968 and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for a minimum period of three years after completion. The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the

applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29CFR Part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.

The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and on-half pay) for hours they have worked in excess of 40 hours in one week.

Section 3 Economic Opportunities (24 CFR 135.3) is a provision of the Housing and Urban Development Act of 1968. Contractor and all subcontractors will be responsible for complying with the provisions of 24 CFR, Part 135. Compliance with the provisions of Section 3 of The Housing and Urban Development Act of 1968 and the HUD regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the Contractor and any of the Subcontractor's subcontractors. Failure to fulfill these requirements shall subject the CITY, the Contractor and any of the Subcontractor's subcontractors, their successors and assigns, to those sanctions specified by the AGREEMENT through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this AGREEMENT:

"The work to be performed under this contract is a project assisted under program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located." The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including

reduction and abatement of lead- based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low- income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction. or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Contractor certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants.

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Contractor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. All subcontractors must be approved by the City prior to execution.

Equal Employment Opportunity. During the performance of this Contract, the contractor agrees that if the Contract amount is over \$10,000, the following conditions apply: Contractor will abide by the rules and regulations of Executive Order 11246, which prohibits employment discrimination by Federal contractors and subcontractors and federal assisted construction contractors and subcontractors.

Inspections & Interviews. Permit the City, CDBG or their designees to examine, inspect the work under this Contract before and after completion and interview workers. Cooperate with the City in completing progress inspections, final inspection of the work and documentation of onsite job interviews.

11.6 DISCRIMINATION AND PROHIBITED INTERESTS

- a. The City requires from the Contractor the following and also requires the Contractor to insert into each subcontract the following:
 - 1.) In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s 51.01 (5) Wisc. Stats., sexual orientation or national origin. 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. In connection with the performance of its work under the Agreement and except with respect to sexual orientation, Contractor further agrees to take affirmative action to ensure equal employment opportunities. In connection with the performance of its work under the Agreement, Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by WisDOT setting forth the provisions of this nondiscrimination clause.
 - 2.) No official, officer, or employee of the City of Superior, during his or her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or in the proceeds thereof except as permitted under s. 946.13 (2) Wis. Stats.
 - 3.) No member of or delegate to Congress or to the Wisconsin State Legislature shall share any benefit that may arise from this Agreement.
- b. The City requires from the Contractor and also requires the Contractor to insert in each subcontract the following:
 - 1.) Contractor shall comply with the following laws, policies, regulations and pertinent directions as may be applicable and will require its subcontractor through contractual agreement to similarly comply:
 - a. Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d et seq.
 - b. Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 W.S.C. 4601 et seq.
 - c. Federal Occupational Safety and Health Act of 1970, 29 U.S.C. 653, et seq., and any other applicable occupational safety and health laws or regulations.
 - 2.) Contractor agrees that no otherwise qualified disabled individual in the United States as defined in Section 706 (8) of Title 29 U.S.C., or as specifically provided for in subchapter II of Chapter 111, Wis. Stats., or in Title I of the American With Disabilities Act of 1990, 42 U.S.C. 12111, et seq., shall, solely by reason of disability, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving benefits under this agreement.
- c. MBE/WBE Reporting Requirements. The Contractor will use its best efforts to afford

minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor shall be required to complete and submit to the City the form "Reporting Requirements – MBE/WBE and Section 3", attached as Exhibit B. This form shall be completed by the Contractor to include the Contractor's and all SubContractors' information. This form is required to be submitted to the City prior to Contractor payment.

The Contractor and all SubContractors shall be required to complete and retain in employee files the form "Section 3 Worker & Targeted Section 3 Worker Self Certification" on EACH employee that works on this project, attached as Exhibit C. This form is required to be completed on each employee once every five years and any new hires that will complete work on this project. This form is not required to be submitted to the City. However, the City may require proof of completion prior to Contractor payment upon request.

11.7 BUY AMERICA PREFERENCE

Build America, Buy American Act: The Contractor must comply with the requirements of the Build America, Buy American Act (BABA), enacted as part of the Infrastructure investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the "Buy America Preference" or "BAP") for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Additional details on fulfilling the BABA requirements can be found at <https://www.hud.gov/baba>.

Under BABA Section 70911 (c) and the BABA Guidance, construction materials do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives (known as "section 70917(c) materials"). Precast concrete is subject to BABA. Certificates must be provided with each payment application.

11.8 LICENSES, PERMITS AND APPROVALS

The Contractor warrants that he is properly licensed and possesses all the necessary qualifications as required by the federal, state, and local laws, ordinances, regulations, etc., prior to commencing work, and shall remain in good standing for the duration of the project.

The Contractor is responsible for all local, state, and federal permits and approvals which may apply to this project. The fees for local permits will be waived upon receipt of application of such permits and it is noted that the permit late fee of \$750.00 per permit will be the financial responsibility of contractor. Normal local inspections will be required, including final inspection of the project by the applicable local departments.

The Contractor shall give all notices required by law and comply with all laws, statutes, ordinances, rules, and regulations that affect the conduct and prosecution of the project. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If Contractor performs any work that it knew or should have known to be contrary to such laws, statutes, ordinances, rules and regulations and without giving notice to the City, the Contractor shall be responsible for all costs arising therefrom.

The City will consider no plea of misunderstanding or ignorance of these requirements.

11.9 OBSTRUCTION OF STREETS AND SIDEWALKS

The Contractor shall promptly remove any dirt or debris which is caused by its performance of this contract and clean all streets, sidewalks, alleys, and public property which is soiled by Contractor's actions or omissions. If the Contractor shall, in any manner, obstruct a street or sidewalk or other public grounds, he shall erect, install, maintain and pay for barriers and lights to prevent accidents and shall be liable for damages caused by the obstruction and for any damage or disruption to streets, alleys or public grounds which may result from his intentional or negligent prosecution of such work in accordance with Section 62.15 (11) of the Wisconsin Statutes. The Contractor shall also be bound by any further requirements of the specifications on this point.

11.10 PROSECUTION AND PROGRESS

Prosecution and Progress shall be accomplished in accordance with WisDOT Standard Specifications 2025, Section 108, unless otherwise set forth in the Special Provisions.

Unless otherwise set forth in the Special Specifications, upon receipt of "Notice to Proceed" from the Owner, work under this contract shall commence immediately and be completed by September 30, 2026.

11.11 COORDINATION OF CONTRACTORS

The City may award or may contract for additional work outside the scope of this contract. The Contractor shall fully cooperate with any other Contractor, City employee, and engineer or designated representative of the City, by scheduling its own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not

commit or permit any act which will interfere with the performance of any other Contractor, agent, City employee, engineer or designated representative as scheduled.

Employees of the Contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractors shall require that their employees be courteous at all times, not to use loud or profane language, and to work as quietly as possible. The contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract.

The contractor agrees to observe and obey all applicable laws, ordinances, rules and regulations promulgated and enforced by the City and by any other proper authority having jurisdiction over the work performed herein.

Special Conditions Where special conditions or special purposes require the consideration of deviations from these specifications, any such deviations must be authorized by the Owner.

11.12 CHANGE ORDERS

Any change to the signed contract must be approved by the Owner, in writing, prior to the commencement of the change (see CONTRACT CHANGE ORDER, Section 14). All changes/amendments/addition/ deletions to the original contract must be described on the Contract Change Order form (duplicate blank copies as necessary) with the necessary increase/decrease in contract price indicated. Change orders will need to include any invoices and supporting documents. These changes will include applicable project extension time requests. The form is to be numbered and is to be signed by the Contractor and approved by the Engineer and the Owner.

11.13 TIME PENALTIES

Should the Contractor fail to complete the work within the time agreed upon or within such extra time as may be allowed by extensions (see Item 11.9 above), there shall be deducted from any monies due or that may become due the Contractor, for each and every calendar day that the work shall remain uncompleted, a sum assessed as specified in Section 108.11 *Liquidated Damages* of the State of Wisconsin Department of Transportation (WisDOT), Standard Specifications for Highway and Structure Construction (including erosion control), 2025 Edition and current Supplemental Specifications, except that this sum shall be considered a penalty, a fixed and agreed-to-sum due the City from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items resulting from the Contractor's failure to complete the work within the time specified in the contract. If the penalties exceed the balance of monies that would

otherwise have been due the contractor, the Contractor or the Contractor's Surety shall be responsible for payment of all such penalties to the Owner as liquidated damages.

11.14 GUARANTEE

The Contractor shall assume responsibility for all defects which may develop in any part of the bid project caused by faulty workmanship, material or equipment and agrees to replace any such faulty workmanship, material, and equipment, during the period of two (2) years from date of final payment of the work without cost to the Owner. The contractor shall coordinate any manufacture's warranties for the Owner during the two-year period, without any cost to the Owner.

Acceptance of the plan shall not waive this guarantee. Final acceptance shall be determined as date of letter from Owner or Engineer approving final payment. The contractor is responsible for coordinating manufacturer warranty replacements should problems arise in the guarantee period. The warranty period shall begin upon the contractor's receipt of final payment, unless otherwise agreed upon in writing by the Owner.

11.15 AS-BUILTS and WARRANTY DOCUMENTS - as applicable

Within ten (10) days of substantial completion and prior to final payment by the Owner, the Contractor is to supply the Owner with project "as-builts" and all product warranty information. As-builts must be submitted in CAD, GIS or adobe file format or another format agreed upon by Owner.

11.16 CONTROL OF THE WORK - as applicable

Control of the work shall be accomplished in accordance with WisDOT Standard Specifications 2025, Section 105 except as modified below:

Construction staking and providing grade and line is the responsibility of the Contractor.

MANY UTILITY OWNERS HAVE EXISTING FACILITIES NEAR OR AT THE LOCATION OF THE WORK REQUIRED UNDER THIS CONTRACT. The Contractor shall contact **Diggers Hotline at 1-800-242-8511** to determine locations are safe and will make any adjustments recommended by the locator prior to performing any excavation operations under this contract.

11.17 SCOPE OF WORK

The scope of work for this project shall be in accordance with WisDOT Section 104, unless otherwise set forth in the Special Provisions.

The Contractor shall be responsible for the maintenance of traffic control. The Contractor shall provide, erect, and maintain all barricades.

11.18 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

The Contractor shall fulfill all legal relations and responsibilities to the public in accordance with WisDOT Standard Specifications 2025, Section 107 and as follows:

The Contractor shall work in cooperation with utility companies in the protection of water and gas mains and other utilities that may be within the limits of construction. It shall be the duty of the Contractor to notify the utility company or companies involved before starting work on this project.

11.19 SAFETY AND SECURITY

The Contractor shall at all times perform in a safe and workmanlike manner to avoid injury or damage to any person or property. The Contractor shall comply with all requirements and specifications relating to the safety, health, and sanitation measures applicable to the project.

The Contractor shall exercise all necessary precautions for the safety of its employees, and be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, including, but not limited to, the Wisconsin Labor Code, The U.S. Department of Transportation Omnibus Transportation Employee Testing Act, Canadian Pacific – Minimum Safety Requirements for Contractors, and OSHA standards.

The contractor shall provide all necessary safeguards, devices, and protective equipment, including but not limited to adequate life protection and lifesaving equipment, and shall ensure the proper inspection and maintenance of safety measures are current and in compliance.

The City may halt construction on any project where appropriate safety measures and equipment are not being used or any safety regulations are not being followed. Work will not be permitted to resume until required safety provisions have been made and delays as a result of this provision will not be considered a basis for an increase in the contract price or an extension of the completion deadline.

11.20 PRE-CONSTRUCTION CONFERENCE

A preconstruction conference will be required prior to commencing work. The conference may be initiated by the contractor.

11.21 PROJECT DOCUMENT SUBMISSIONS

As a condition of final payment, the following documents must be submitted and accepted

by the City:

- a. Lien waivers – final unconditional lien waivers from each sub-contractor and/or supplier must be submitted to the City.
- b. As-builts & product warranties - as noted in Section 11.13, these documents must be submitted to City.
- c. Retainage – Contractor’s final invoice is to indicate the balance of work completed and/or the total amount of retainage due the Contractor.
- d. Local inspections - final inspection reports must be submitted to the City.
- e. Project completion documentation - written documentation from the project engineer confirming the completion of the project.
- f. MBE/WBE and Section 3 forms completed by Contractor and SubContractors.
- g. Weekly certified payroll reports from Contractor and all SubContractors.
- h. Section 3 Worker & Targeted section 3 Worker Self Certification completed by Contractor and all SubContractors. These forms will be provided to the City upon request by the City.
- i. BABA manufacturer certification letters must be provided with each payment application.

12. ENGINEER CERTIFICATION

See page 1 of engineered plans.

13. SPECIAL PROVISIONS

Construction Progress Reporting and Verification

- A) Contractor's Responsibility for Record Keeping: The Contractor shall be solely responsible for maintaining accurate, detailed daily records of all work performed. These records shall, at a minimum, include:
- 1) Footages of all conduit installed, categorized by type and size.
 - 2) The number, size, and type of all structures (e.g., handholes, pull boxes, vaults) placed.
 - 3) Fiber optic cable sequential markings recorded at all key locations, including entrances and exits of handholes and splice cases.
 - 4) All required post-installation test data, including OTDR readings for newly placed fiber segments.
- B) Owner's Verification: The Owner's designated Construction Inspector will perform independent verification of the work completed. This verification will primarily consist of capturing GPS data for newly installed conduit routes and structures to confirm locations and quantities. The Inspector's records will serve as the Owner's verification data for reconciliation purposes.
- C) Weekly Reconciliation Meeting: At the conclusion of each work week, the Contractor's representative and the Construction Inspector shall meet to reconcile their respective records for that week. The purpose of this meeting is to compare data, verify quantities, and mutually agree upon the final, accurate record of work completed.
- D) Weekly Progress Report Submittal: Following the weekly reconciliation meeting, the Contractor shall prepare and submit a formal Weekly Progress Report (WPR) to the Owner's Project Manager. This report shall reflect the mutually agreed-upon quantities and data from the reconciliation meeting and must be submitted via email or in person by an agreed-upon day and time.
- E) Report Content: The Weekly Progress Report (WPR) package shall be a single, consolidated document containing the following, as applicable for the work performed that week:
- 1) A clear summary of agreed-upon production quantities (e.g., total footage of each conduit type, count of each structure type).
 - 2) Legibly marked redline drawings showing the as-built locations of all work performed.
 - 3) A log of all recorded fiber optic cable sequential markings.
 - 4) A summary of all post-installation test results, including OTDR traces.
 - 5) Photographic documentation of all completed splice cases. Photos must be taken prior to closing the enclosure and must clearly show the labeled splice trays and any required external case identification labels.

- F) Basis for Payment: Approved Weekly Progress Reports shall serve as the official documentation of completed work. The cumulative totals from these reports will form the basis for the Contractor's monthly payment applications.
- G) Monthly Payment Application:
- 1) The Contractor shall prepare and submit a monthly payment application based on the cumulative quantities of work documented in the approved Weekly Progress Reports from that payment period.
 - 2) The payment application shall be submitted to the Construction Inspector for verification.
 - 3) The Inspector will review the application against the reconciled weekly reports. If the invoiced quantities are verified, the Inspector will approve the application and forward it to the City for processing. If discrepancies are found, the Inspector will reject the application and return it to the Contractor with comments for correction.
- H) Incident Reporting: In addition to weekly progress, the Contractor shall report all incidents to the Project Manager via email within twenty-four (24) hours of occurrence. Incidents shall include, but are not limited to, any utility strike (e.g., water pipe, gas line), damage to public or private property (e.g., fences, landscaping, irrigation), or personnel/public injuries. The email report must contain the incident's location, a detailed description, photographic documentation, and the Contractor's proposed corrective action plan for resolution.

****Failure to submit timely and accurate WPR packages will result in delays in payments.**

Material Manufacturer Standardization

- A. To ensure compatibility, uniformity, and long-term maintainability of the City's existing FTTH network infrastructure, the Contractor shall procure key materials and equipment from the manufacturers and specific product lines listed in the Bill of Materials in this RFP. Key materials requiring manufacturer standardization include, but are not limited to, fiber optic cable, conduit, handholes/pull boxes, splice closures, and passive cabinets.
- B. Should the Contractor wish to propose an alternative ("or equal") manufacturer for any of these materials, a written request must be submitted to the Owner for review and approval prior to procurement. The request must include sufficient technical data and specifications to allow for a comprehensive evaluation of the proposed product's equivalence.
- C. The Owner reserves the sole right to approve or reject any proposed alternative manufacturer. The burden of proof for equivalence rests solely with the Contractor. No alternative materials shall be ordered or installed without prior written approval from the Owner. Any unapproved materials installed will be subject to removal and replacement at the Contractor's sole expense.

14. CONTRACT CHANGE ORDER

Fiber Phase 2 Construction Project

Change Order No. _____

Contractor: _____

Item No.	Description of Change	DECREASE in contract price	INCREASE in contract price
----	Total DECREASE in contract price		XXXXXXXXXX
----	Total INCREASE in contract price	XXXXXXXXXX	
----	NET decrease/increase in contract price	-	+

The current contract total is \$ _____. The sum of \$ _____ is hereby added to/ deducted from the total contract price and the total adjusted contract price is thereby \$ _____.

Change orders over \$5,000.00: City Finance Department Initial: _____

The time provided for completion of the contract is (check one):

☐ unchanged

☐ increased by _____ calendar/working days

☐ decreased by _____ calendar/working days

Necessity for change:

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Change order recommended by: _____ Date: _____
(owner, architect, contractor - circle one)

Change order accepted by: _____ Date: _____
(contractor)

Change order approved by: _____ Date: _____
(owner - City of Superior)

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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 I(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 I(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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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 at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor 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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) 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;

(2) 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;

(3) 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.

(c) 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 subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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.

(i) **Apprentices.** 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.

(ii) **Trainees.** 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 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.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses 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 this paragraph.

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

9. Disputes concerning labor standards. 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: WI20250015 09/19/2025

Superseded General Decision Number: WI20240015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.	. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.
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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	01/03/2025
1	02/21/2025
2	05/23/2025
3	06/06/2025
4	06/27/2025
5	07/04/2025
6	07/11/2025
7	07/25/2025
8	08/15/2025
9	08/29/2025
10	09/05/2025
11	09/12/2025
12	09/19/2025

BOIL0107-001 01/01/2025

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 46.52	34.63

BRWI0001-002 06/01/2025		

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.09	28.10

BRWI0002-002 06/01/2025		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 48.60	29.31

BRWI0002-005 06/01/2025		

ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE,

POLK, PORTAGE, RUSK, SAUK, SHAWANO, SHEBOYGAN, ST. CROIX,
TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.01	29.31

BRWI0003-002	06/01/2024	

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002	06/01/2025	

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.71	28.90

BRWI0006-002	06/01/2025	

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.36	28.83

BRWI0007-002	06/01/2025	

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.34	29.49

BRWI0008-002	06/01/2025	

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.72	27.42

BRWI0009-001	06/01/2024	

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,

AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0011-002 06/01/2024		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0013-002 06/01/2025		

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.17	28.66

BRWI0019-002 06/01/2025		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.50	28.69

BRWI0021-002 06/01/2025		

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.14	29.67

BRWI0034-002 06/01/2025		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.17	28.66

CARP0068-011 05/05/2025		

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.....\$ 47.57 31.17
PILEDRIVERMAN.....\$ 47.71 30.98

CARP0231-002 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA
COUNTIES

Rates Fringes

CARPENTER.....\$ 47.73 31.52

CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU,
LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO
(Western Portion of the County), TAYLOR, VILAS, AND WOOD
COUNTIES

Rates Fringes

CARPENTER.....\$ 42.44 28.44
Piledriver.....\$ 42.44 28.44

CARP0314-001 06/02/2025

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,
LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

Rates Fringes

Carpenter.....\$ 42.45 28.78
Piledrivermen.....\$ 44.45 28.78

CARP0361-004 05/05/2025

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

Rates Fringes

CARPENTER.....\$ 46.82 31.92

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern
Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

CARPENTER.....\$ 42.44 28.44
Piledriver.....\$ 42.44 28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

Rates Fringes

CARPENTER.....\$ 42.44 28.44
PILEDRIIVER.....\$ 42.44 28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT , CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

MILLWRIGHT.....\$ 42.00 28.85

CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

Rates Fringes

CARPENTER.....\$ 42.44 28.44
PILEDRIIVER.....\$ 42.44 28.44

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

CARP1146-002 06/03/2024		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

CARP2337-009 06/03/2024		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

CARP2337-010 06/03/2024		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
MILLWRIGHT.....	\$ 42.31	32.21

ELEC0014-002 05/25/2025		

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, TREMPPEALEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.29	25.21

ELEC0014-007 05/25/2025		

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,
JUNEAU, KENOSHA, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE,
LINCOLN, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,

OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RACINE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX, TAYLOR, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO AND WOOD COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 31.17	20.08
Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).		

ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15
ELEC0158-002 06/01/2024		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17
ELEC0159-003 05/26/2024		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.55	25.91

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 06/01/2025

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 47.46	33.34

ELEC0388-002 06/01/2024

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:.....	\$ 40.19	26%+12.45

ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25

ELEC0494-005 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 50.86	28.26

ELEC0494-006 06/01/2025

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 45.20	25.27

ELEC0494-013 06/01/2025		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUCREE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 37.13	21.58
Technician.....	\$ 37.13	21.58

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

Rates	Fringes
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Electricians:.....\$ 40.00 22.69

ELEC0890-003 06/01/2024

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

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 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

ENGI0139-001 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA
COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 55.21	28.55
Group 2.....	\$ 54.71	28.55
Group 3.....	\$ 54.21	28.55
Group 4.....	\$ 52.72	28.55
Group 5.....	\$ 48.74	28.55
Group 6.....	\$ 43.59	28.55

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, leads and/or jib lengths measuring 175 feet or
less; Backhoes (excavators) 130,000 lbs and over; Caisson
Rigs; Pile Drivers; Boring Machines (vertical or
horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting
Tower Crane 4000 lbs & under lifting capacity; Traveling
Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic;
Concrete Paver (over 27E); Concrete Spreader and
Distributor; Forklift/ Telehandler (machinery- moving /
steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe
(tractor or truck mounted); Hydraulic Crane, 5 tons or
under (tractor or truck mounted); Hoist (tuggers 5 tons &
over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec
type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp);
Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier;
Welder; Bituminous Plant and Paver Operator; Roller over 5
tons; Rail Leveling Machine (Railroad); Tie Placer; Tie
Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator
and Blaster; Percussion Drill Operator; Air Track Drill
and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel
type or chain type having 8 inch or larger bucket); Milling
Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete
Finishing Machines (road type); Rubber Tired Roller;
Concrete Batch Hopper; Concrete Conveyor Systems; Grout
Pumps; Concrete Mixers (14S or over); Screw Type Pumps and
Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp);
Trencher (chain type, bucket under 8 inch); Industrial
Locomotives; Rollers under 5 tons; Stump Grinder/Chipper
(Large); Timber Equipment; Firemen (pile drivers and
derricks); Personnel Hoist, Telehandler over 8000 lbs;
Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant
Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker;
Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers
under 5 tons); Boats (Tug, Safety, Work Barges, Launch);
Shouldering Machine Operator; Prestress Machines; Screed
Operator; Stone Crushers and Screening Plants; Screed
Operators (milling machine), Farm or Industrial Tractor

Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

ENGI0139-003 06/02/2025

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 50.53	27.89
Group 2.....	\$ 49.28	27.89
Group 3.....	\$ 45.73	27.89
Group 4.....	\$ 45.20	27.89
Group 5.....	\$ 43.13	27.89
Group 6.....	\$ 41.60	27.89

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

IRON0008-002 06/01/2025

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 44.66	33.67

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

IRON0008-003 06/01/2025

KENOSHA, MILWAUKEE, OZAUCREE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.52	33.67

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

IRON0383-001 06/01/2025

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.....	\$ 44.00	32.66

IRON0512-008 05/01/2025

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEALEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.35	36.86

IRON0512-021 05/01/2025

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.89	36.86

LABO0113-002 06/02/2025

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 38.81	25.53
Group 2.....	\$ 38.96	25.53
Group 3.....	\$ 39.16	25.53
Group 4.....	\$ 39.31	25.53
Group 5.....	\$ 39.46	25.53
Group 6.....	\$ 35.30	25.53

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

LABO0113-003 06/02/2025

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 38.06	25.53
Group 2.....	\$ 38.16	25.53
Group 3.....	\$ 38.21	25.53
Group 4.....	\$ 38.41	25.53
Group 5.....	\$ 38.26	25.53
Group 6.....	\$ 35.15	25.53

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

LABO0113-011 06/02/2025

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.87	25.53
Group 2.....	\$ 38.02	25.53
Group 3.....	\$ 38.22	25.53
Group 4.....	\$ 38.19	25.53
Group 5.....	\$ 38.52	25.53
Group 6.....	\$ 35.02	25.53

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

LABO0140-002 06/02/2025

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, TREMPLEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 43.77	19.97
Group 2.....	\$ 43.87	19.97
Group 3.....	\$ 43.92	19.97
Group 4.....	\$ 44.12	19.97
Group 5.....	\$ 43.97	19.97
Group 6.....	\$ 40.40	19.97

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 Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/02/2025

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 44.05	19.97
Group 2.....	\$ 44.15	19.97
Group 3.....	\$ 44.20	19.97
Group 4.....	\$ 44.40	19.97
Group 5.....	\$ 44.25	19.97
Group 6.....	\$ 40.40	19.97

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/05/2025

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 38.17	27.26
Spray, Sandblast, Steel....	\$ 38.77	27.26
Repaint:		
Brush, Roller.....	\$ 36.67	27.26
Spray, Sandblast, Steel....	\$ 37.27	27.26

PAIN0108-002 06/01/2025

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 43.64	23.35
Spray & Sandblast.....	\$ 44.64	23.35

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 06/01/2025

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 43.19	24.87
Brush.....	\$ 42.44	24.87
Spray & Sandblast.....	\$ 43.19	24.87

PAIN0802-002 06/01/2025

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 37.65	21.17

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2025

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.....	\$ 37.65	21.17

PAIN0934-001 06/01/2025

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 40.62	26.37
Spray.....	\$ 41.62	26.37
Structural Steel.....	\$ 40.77	26.37

PAIN1011-002 06/01/2025

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 31.17	15.92

PLAS0599-002 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.22	31.90
Area C.....	\$ 40.06	28.65
Area D.....	\$ 42.28	26.43
Area E.....	\$ 41.16	27.54
Area F.....	\$ 37.33	31.38

AREA DESCRIPTIONS:

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND

VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/05/2025

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 52.24	27.56

PLUM0075-002 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 60.05	27.90

PLUM0075-004 06/01/2025

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 60.05	27.90

PLUM0075-009 06/01/2025

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 60.57	27.34

PLUM0111-007 06/03/2024

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.90	27.53

PLUM0118-002 06/01/2025

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 57.35	29.37

PLUM0400-003 06/01/2025		

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.....	\$ 53.23	23.40

PLUM0434-002 06/01/2025		

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, TREMPLEALEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 50.94	25.98

PLUM0601-003 06/01/2025		

Zone 1

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 58.92	31.34

PLUM0601-009 06/01/2025		

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 60.13	30.16

TEAM0039-002 06/01/2025		

Rates Fringes

TRUCK DRIVER

1 & 2 Axle Trucks.....	\$ 39.57	28.70
3 or more axles; Euclids or Dumptr, Articulated Truck, Mechanic.....	\$ 39.72	28.70

* SUWI2011-001 11/16/2011

Rates Fringes

WELL DRILLER.....\$ 16.52 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Reporting Requirements – MBE/WBE and Section 3

Name And Address		Fed ID #	Payment amount to prime contractor or each sub on current pay application	Race/ Ethnicity of Business Owner (see below)	Minority or Woman Owned Business? (Y OR N, Please specify)	Section 3 Business? (Y OR N)	Number of hours of labor for this project	Section 3 Worker Hours for this project	Targeted Section 3 Worker Hours for this project
Contractor									
Subcontractor									
Subcontractor									
Subcontractor									
Subcontractor									
Subcontractor									
Subcontractor									
Subcontractor									

Race / Ethnicity Codes:

1 = White American
2 = Black American
3 = Native American

4 = Hispanic American
5 = Asian/Pacific American
6 = Hasidic Jew

This report must be submitted with each request for reimbursement, for projects funded by CDBG funds, through the City of Superior.

DEFINITIONS

1. A **Minority-owned Business Enterprise (MBE)** is a business that is both owned and controlled by minorities. This means that there must be not less than 51% minority ownership of the business (a business in which more than 50% of the ownership or control is held by one or more minority individuals, and more than 50% of the net profit or loss which accrues is to one or more minority individuals), and that the minority ownership must control the management and daily operations of the business. When 51% or more of the business is not owned and controlled by any single racial/ethnic category, enter the race/ethnicity code which best classifies the majority of employees working for the Contractor or Sub-Contractor.

2. A **Woman-owned Business Enterprise (WBE)** is a business that is both owned and controlled by women. This means that there must be not less than 51% women ownership of the business (a business in which more than 50% of the ownership or control is held by one or more female individuals, and more than 50% of the net profit or loss which accrues is to one or more female individuals), and that the women ownership must control the management and daily operations of the business.

3. A **Section 3 Business Concern** is business that meets at least one of the following criteria, documented within the last six-month period:

- At least 51% owned and controlled by low or very low-income persons (see income table below);
- Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- A business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

4. A **Section 3 Worker** is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

- The worker's income for the previous calendar year is below the income limit established by HUD (see income table below)
- The worker is employed by a Section 3 Business concern;
- The worker is a YouthBuild Participant

5. A **Targeted Section 3 Worker** is a Section 3 Worker who:

- is employed by a Section 3 business concern; OR
- currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or neighborhood of the project, as defined in 24 CFR 75.5; OR
 - (ii) A YouthBuild participant.

INCOME LIMIT TABLE

Household Size	1	2	3	4	5	6	7	8
Less Than	\$56,350	\$64,400	\$72,450	\$80,500	\$86,950	\$93,400	\$99,850	\$106,300

Signature and Title of Person Completing Report

Date

Phone Number

BABA Certification Letter

The following information outlines the language the must be included as the manufacturer's certification of compliance with BABA compliance. **The letter must be provided on the manufacturing company's letterhead and include all information as shown below. Insert additional rows as needed for the table.**

Build America, Buy America Act (BABA) Manufacturer Certification Letter

Date:

Company Name:

Company Address:

City, State Zip:

By the statements, information, and signature provided below, **Company Name** is acknowledging the following:

- All articles, materials, products, and/or supplies meet the definitions as defined in 2 CFR § 184.3;
- All articles, materials, products, and/or supplies listed in the table below are being used for the purpose of a federally funded infrastructure project **(Project Name/Address)**;
- All articles, materials, products, and/or supplies listed in the table below are manufactured by **Company Name**, meaning that that the company named in this part performs the final manufacturing process that produces a manufactured product;
- All articles, materials, products, and/or supplies listed in the table below are produced in the United States by **Company Name**;
- All articles, materials, products, and/or supplies meet the requirements of the Build America, Buy America Act as signed into law with the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58.

Article, Material, Product, and/or Supply Name	Location Where Manufacturing Occurred

Items that consist of two or more of the listed construction materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material. Accordingly, should any of the listed construction materials be combined with a second listed material or with a non-listed item, then the product should be considered a manufactured product.

Printed Name of Certifying Company Representative and Title

Signature of Certifying Company Representative

Date