



SUPERIOR

W I S C O N S I N

Living up to our name.

BID DOCUMENT AND CONTRACT VOLUME 2023

C. Reiss Dock

CITY OF SUPERIOR, WISCONSIN

Jason Serck, Planning and Port Director

Bid # 23-17-PL

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Project Plan Set dated 11-18-2022 (130 pages)

Project Specifications (646 pages)

Link to specifications and plan set:

<https://media.superiordcgis.org/ftp/Superior/RFP/C%20Reiss%20Project/>

Davis Bacon General Decision Number WI20230015 (22 pages) Attachment

U.S. Department of Transportation General Terms and Conditions Under the Fiscal Year 2021 Port Infrastructure Development Program Grants Appendix A Attachment

U.S. Department of Transportation Exhibits to MARAD Grant Agreements Under Fiscal Year 2021 Port Infrastructure Development Program (PIDP) Grants Appendix E Attachment

[BRRTS link for Materials Management Plan Information.url](#)

<https://dnr.wi.gov/botw/GetActivityDetail.do?detailSeqNo=589248>

Link to other site related documents Specifications Section 1.03:

<https://media.superiordcgis.org/ftp/Superior/RFP/C%20Reiss%20Project/>

1. ADVERTISEMENT TO BID

CITY OF SUPERIOR SEEKING BIDS FOR THE C. Reiss Dock

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, April 25, 2023** Bid Opening Time: **2:00 p.m.**

Bid Project: The proposed “C. Reiss Dock” is a development adjacent to the Saint Louis Estuary in Superior, WI. The purpose of the project is to redevelop an abandoned and contaminated industrial shipping and receiving dock in the Port of Superior to provide waterfront, rail, and site improvements and restore its navigational use. The project will involve dredging contaminated sediment from the existing slip (work by others) and dispersing material within the Site area, containing this material within proposed berms to be capped per WDNR and USACE regulatory requirements. In addition to the earth moving and capping work, the site improvements include repairing the existing dock wall, construction of a rail line, office building, maintenance garage, parking lot, and necessary access roads and utilities for Site operation. The Project will also consist of several permanent stormwater BMPs, including a wet pond with forebay, grassed swales, and designated dewatering areas to achieve post construction performance standards for water quality, as well as provide a functional draining site to accommodate the future site’s function. This project is funded by a Port Infrastructure Development Program (PIDP) grant from the US Department of Transportation Maritime Administration (MARAD) and the Wisconsin Harbor Assistance Program (HAP).

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

Bidding documents may be obtained at:

<https://media.superiordecgis.org/ftp/Superior/RFP/C%20Reiss%20Project/> or at the Minnesota Builders Exchange (mbex.org), Builders Exchange of Wisconsin (bxwi.com), LaCrosse Builders Exchange (laxbx.com) and www.DemandStar.com.

A pre-bid meeting will be held April 11, 2023, at 10:00AM at the City of Superior, 1316 14th Ave, Superior, WI, Room 270. Virtual information listed in Section 2.15.

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 standards, to which the Contractor and SubContractors must adhere.

The City of Superior, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this

City of Superior, Wisconsin

advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

This project is subject to Build America, Buy America Act, Pub. L. No. 117-58, div. G, IX, subtitle A, 135 Stat. 426, 1298 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

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.

Jason Serck, Planning and Port Director

Daily Telegram: **Friday, March 24, 2023, Friday, March 31, 2023,
and Friday, April 7, 2023**

2. INSTRUCTIONS TO BIDDERS

- 2.1 Questions regarding this bid may be directed to the City of Superior as follows:
Project specifications & drawings: Christian Moring, PE; Stantec,
christian.moring@stantec.com
Bidding documents: Jane Darwin, Contract Analyst, darwinj@ci.superior.wi.us
- 2.2 Method of Bidding: The only acceptable method of bidding a contract 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 90 days.
- 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. It shall be the bidder's responsibility to ascertain prior to bid time the addenda issued and to see that their bid includes any changes thereby required. By submitting a bid, the bidder has certified that they have reviewed all issued addenda and has included all costs associated with in their bid. (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

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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 the 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, 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 54820 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 example 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 to complete 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 City, or any other entity 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 40 U.S.C. §§ 3141, et seq., Federal Fair

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Labor Standards Act U.S.C. §§ 201, et seq., the provisions of Contract Work Hours and Safety Standards Act 40 U.S. C. §§ 3701, et seq., the Copeland "Anti-Kickback" Act as amended 18 U.S.C. § 874 and 40 U.S.C. § 3145, 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.

- 2.13 Wage Rates: See Attachment B – Davis Bacon General Decision Number WI20230015. This contract is required to abide by the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7), and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions applicable to Contracts governing Federally Financed and Assisted Construction”) Under this Act, contractors shall be required to pay wages to employees working on this project at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The undersigned Bidder acknowledges and agrees to the aforementioned wage determinations.
- 2.14 Sales Tax: Equipment and materials supplied under this proposal shall be exempt from Wisconsin Sales Tax. The City of Superior shall supply the contractor with the necessary tax exemption forms, and it shall be the responsibility of the individual contractor to present the form to its suppliers.
- 2.15 Pre-Bid Conference: A pre-bid meeting is scheduled for Tuesday, April 11, 2023, at 10:00 AM. Location: The City of Superior, 1316 14th Ave, Superior, WI, Room 270. Deadline for questions is Monday, April 17, 2023, at 12:00 PM.

Virtual information:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 257 378 424 137

Passcode: a4wPrh

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 872-242-8028,,523137621#](#) United States, Chicago

Phone Conference ID: 523 137 621#

[Find a local number](#) | [Reset PIN](#)

Questions should be addressed to the contacts listed in 2.1 of this section. A final addendum will be issued by Friday, April 21, 2023.

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- 2.16 **Nondiscrimination:** The City of Superior, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 2.17 **Small & Disadvantage Business Requirement (MARAD):** The Contractor shall take all necessary affirmative steps in accordance with 2 § CFR 200.321 to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
- 2.18 **Buy American:** Work for this Project includes federal funds subject to federal contracting requirements identified in the Contract, including but not limited to the Buy American Act found at 41 U.S.C. Chapter 83.
- 2.19 **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 dated 11-18-2022, and include all other herein bound attachments and modifications thereof incorporated in the documents as prepared by the City of Superior.

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3. BID PROPOSAL

C. Reiss Dock

Date _____

City of Superior, Wisconsin

I/we, the undersigned, being familiar with 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:

****SEE NEXT PAGE****

City of Superior, Wisconsin

ITEM #	ITEM NAME	UNITS	QUANTITY	\$/UNIT	EXTENSION
SCHEDULE A - SITE CIVIL WORK					
A1	MOBILIZATION	LS	1		
A2	TRAFFIC CONTROL	LS	1		
A3	SILT FENCE	LF	5000		
A4	SILT CURTAIN	LF	310		
A5	INLET PROTECTION	EACH	3		
A6	EROSION MAT CLASS 1 TYPE B	SY	25000		
A7	STRAW BALE DITCH CHECK	EACH	42		
A8	STONE TRACKING PAD	EACH	1		
A9	TEMPORARY DIVERSION BERM	LF	2700		
A10	INTERIM MANUFACTURED PERIMETER CONTROL	LF	2500		
A11	5 MIL. POLYLINER WITH 6" CRUSHED WASHED STONE	SY	1100		
A12	REMOVE RETAINING WALL	LF	475		
A13	REMOVE ABANDONED PETROLEUM LINE, 8-INCH	LF	680		
A14	REMOVE ASPHALTIC SURFACE	SY	135		
A15	REMOVE CONCRETE CURB & GUTTER	LF	24		
A16	CLEARING AND GRUBBING	AC	20		
A17	EXCAVATION COMMON - ONSITE DISPOSAL	CY	37060		
A18	GEOGRID TYPE SR	SY	24400		
A19	BASE AGGREGATE DENSE, 1 1/4-INCH	TON	10400		
A20	TACK COAT	GAL	1500		
A21	HMA PAVEMENT, 3 MT 58-34 S	TON	12		
A22	HMA PAVEMENT, 4 MT 58-34 S	TON	16		
A23	HMA PAVEMENT, 3 MT 58-34 V	TON	6400		
A24	CONCRETE STRIP, 5-FEET WIDE	SY	1260		
A25	CONCRETE PAVEMENT, 8-INCH	SY	100		
A26	CONCRETE CURB & GUTTER	LF	24		
A27	CHAIN LINK FENCE, 6-FEET	LF	3500		
A28	TOPSOIL	TON	4300		
A29	SEED, FERTILIZER, AND MULCH	SY	50000		
A30	STEEL CASING PIPE, 4-INCH	LF	161		
A31	DRY HYDRANT ASSEMBLY	EACH	1		
A32	WATER SERVICE, HDPE, 2-INCH	LF	1620		
A33	SEPTIC TANK	LS	1		

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A34	FLARED END SECTION WITH TRASH GUARD, 30-INCH	EACH	2		
A35	STORM SEWER PIPE, REINFORCED CONCRETE CLASS III, 30-INCH	LF	110		
A36	BENTONITE COLLAR	EACH	2		
A37	TURF REINFORCEMENT MATTING, CLASS III, TYPE B	SY	260		
A38	SITE ELECTRICAL	LS	1		
A39	BUILDINGS	LS	1		
A40	TRUCK SCALE	LS	1		
SCHEDULE B - RAIL TRACK WORK					
B1	SELECT BORROW	TON	31878		
B2	EXCAVATION COMMON - OFFSITE DISPOSAL	CY	27720		
B3	EXCAVATION COMMON - ONSITE DISPOSAL	CY	47940		
B4	BASE AGGREGATE DENSE 3/4 - INCH	TON	82		
B5	BASE AGGREGATE DENSE 1-1/4 - INCH	TON	26,965		
B6	BREAKER RUN	TON	700		
B7	TACK COAT	GAL	75		
B8	HMA PAVEMENT 3 MT 58-34 S	TON	150		
B9	HMA PAVEMENT 4 MT 58-34 S	TON	150		
B10	CULVERT PIPE CORRUGATED STEEL 18-INCH	LF	50		
B11	CULVERT PIPE CORRUGATED STEEL 24-INCH	LF	50		
B12	ADJUSTING MANHOLE FRAME AND RING CASTING	EACH	1		
B13	POSTS WOOD 4x6 INCH x 14-FOOT	EACH	4		
B14	SIGNS TYPE II REFLECTIVE H	SF	33		
B15	MARKING STOP LINE EPOXY, 24-INCH	LF	24		
B16	TRAFFIC CONTROL	LS	1		
B17	GEOTEXTILE FABIC TYPE SAS	SY	34,100		
B18	TURNOUT (No. 9)	EACH	6		
B19	STEEL CASING PIPE, 15-INCH	LF	110		
B20	CULVERT PIPE STEEL 15-INCH	LF	65		
B21	CULVERT PIPE STEEL 18-INCH	LF	105		
B22	FLARED END SECTION, 18-INCH	EACH	2		
B23	FLARED END SECTION, 24-INCH	EACH	2		
B24	SANITARY SEWER, 8-INCH	LF	130		

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B25	RAILROAD CAR SCALE	LS	1		
B26	DERAIL SLIDING WITH WHEEL CROWDER	EACH	1		
B27	CONSTRUCT TRACK	TF	7,828		
B28	CROSSING TIMBER	TF	147		
SCHEDULE C - DOCK WALL WORK					
C1	SOIL ANCHOR ENGINEERING	LS	1		
C2	BASE AGGREGATE OPEN-GRADED	TON	4000		
C3	UNDERWATER DRIVELINE CLEARING	LF	1000		
C4	STEEL SHEET PILES	SF	130500		
C5	STEEL H-PILES	LF	4550		
C6	TIMBER FENDERS	LF	2610		
C7	CAST STEEL BOLLARDS	EACH	13		
C8	WALE AND ANCHOR HARDWARE ASSEMBLIES	LF	2610		
C9	SOIL ANCHORS	EACH	140		
C10	TIEROD ANCHORS	EACH	140		
C11	PILE WALL CAP	LF	2610		
C12	WEEP DRAINS	EACH	44		
C13	SAFETY LADDERS	EACH	12		

Total Schedule A: \$ _____

Total Schedule A in written words:

Total Schedule B: \$ _____

Total Schedule B in written words:

Total Schedule C: \$ _____

Total Schedule C:

BID TOTAL – Schedule A, B, and C: \$ _____

Bid Total in written words: _____

City of Superior, Wisconsin

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

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

3a. ASSURANCES

Bidder MUST submit this completed document with the bid proposal.

As the duly authorized representative of the bidder, 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. §§16811683, 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 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

City of Superior, Wisconsin

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, et seq.) 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
Signature of Authorized Certifying Official: _____

Title: _____

Applicant Organization: _____

Date submitted: _____

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 1984 – 31 U.S.C. §§ 7501, et seq."

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

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 prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signed: _____

Print Name & Title: _____

Name of Organization: _____

Date: _____

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

C. Reiss Dock

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)

C. Reiss Dock Redevelopment

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 _____, 2023

Notary Public
County of _____
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 journeyman 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.

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- 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 _____)
) SS
COUNTY OF _____)

_____ 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 _____, 2023

Notary Public
County of _____
My Commission Expires _____

City of Superior, Wisconsin

9. CONTRACT (to be finalized after award)

9.1 Preamble

This contract made this ____ day of _____, 2023, by and between _____, a corporation, herein called "Contractor", and the City of Superior, a municipal corporation, located in Douglas County, Wisconsin, herein called "Owner".

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: **C. Reiss Dock**

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 on the basis of measurements made on the site of the work by the Engineer, according to the unit of measurement in the bid item(s). **The Contractor shall meet with the City's engineer representative a minimum of once weekly to review quantities for billing.** Overruns shall not be paid for without prior written approval of the Engineer and City. Each component of the project shall be billed separately and include a schedule of values for progress billing.

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 City of Superior, 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.

Submission of a final payment application/invoice shall be accompanied by applicable payroll reports and final unconditional lien waivers (from all sub-contractors and suppliers) to

City of Superior, Wisconsin

the Owner. Prior to release of final payment, the City of Superior shall review project documents, submitted by Contractor to determine the satisfaction thereof; it will be at the City of Superior'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. Bidder's Proof of Responsibility
- 7a. Affidavit of Compliance from Contractor and All Sub-Contractors
8. Affidavit of Organization and Authority
9. Contract
- 9.6 Certificate of Insurance
10. Performance and Payment Bond
11. General Specifications
12. Engineer's Certificate (as applicable)
13. Special Provisions
14. Contract Change Order
15. Additional Attachments per Index (as applicable)

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

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 _____, 2023, 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), 2023 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. Contractors, including subcontractors, must be eligible to participate. Federal Wage Determination Number WI20230015 is incorporated into this contract and attached as Attachment B.

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.

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.

On a weekly basis, the contractor shall submit a certified copy of its complete payroll for each date exhibiting for each employee paid any wages, his/her name, current address, number of hours worked each day during the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages.

Such reports shall be submitted to the Contract Analyst not less than three weeks after each pay date which shall exhibit the aforementioned wage information. The certification of each payroll shall be executed by the contractor and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract.

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 (45 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.

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 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.

11.7 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.

11.8 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.

11.9 PROSECUTION AND PROGRESS

Prosecution and Progress shall be accomplished in accordance with WisDOT Standard Specifications 2023, 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 substantially completed by December 31, 2023, and final completion shall be required by June 1, 2024.

Substantial completion shall mean: The time at which the Work (or a specified part thereof)

has progressed to the point where, in the opinion of the Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

11.10 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.

11.11 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.

11.12 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), 2023 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.

11.13 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 shall conform to the requirements of the Specifications

11.14 AS-BUILTS and WARRANTY DOCUMENTS

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 other format agreed upon by Owner.

11.15 CONTROL OF THE WORK

Control of the work shall be accomplished in accordance with WisDOT Standard Specifications 2023, 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.

11.16 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.

11.17 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 2023, 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.

11.18 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 its employees 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.

11.19 PRE-CONSTRUCTION CONFERENCE

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

11.20 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 waives 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.
- a. Retainage – Contractor’s final invoice is to indicate the balance of work completed and/or the total amount of retainage due the Contractor.
- c. Local inspections - final inspection reports must be submitted to the City.
- d. Project completion documentation - written documentation from the project engineer confirming the completion of the project.
- e. Weekly certified payroll reports from Contractor and all SubContractors.

12. ENGINEER CERTIFICATION

13. SPECIAL PROVISIONS

C. Reiss Dock Redevelopment

14. CONTRACT CHANGE ORDER

C. Reiss Dock Redevelopment

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)

"General Decision Number: WI20230015 01/20/2023

Superseded General Decision Number: WI20220015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

BOIL0107-001 01/01/2021

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 39.52	31.50
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0001-002 06/01/2022

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

	Rates	Fringes
BRICKLAYER.....	\$ 37.96	25.13

BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.87	23.91

BRWI0002-005 06/01/2022

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.81	23.94

BRWI0003-002 06/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0004-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.53	26.01

BRWI0006-002 06/01/2022

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.26	24.83

BRWI0007-002 06/01/2022		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.26	25.52

BRWI0008-002 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.08	24.42

BRWI0009-001 06/01/2022		

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

BRWI0011-002 06/01/2022		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

BRWI0013-002 06/01/2022		

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22

BRWI0019-002 06/01/2022		

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

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	25.73

BRWI0021-002 06/01/2022		

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.49	26.27

BRWI0034-002 06/01/2022

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22

CARP0068-011 05/02/2022

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0310-002 06/05/2022

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon, Oneida, Shawano, Taylor and Vilas

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0314-001 06/05/2022

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Walworth

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/05/2022

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc and Sheboygan

Rates Fringes

CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake, Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

CARP1056-002 06/05/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 38.00	26.78

CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

CARP2337-003 06/01/2019

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

* ELEC0014-002 12/25/2022

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.25	22.34

* ELEC0014-007 05/29/2022

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 29.63	3%+16.18

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

ELEC0127-002 06/01/2021

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 43.16	30%+12.70

ELEC0158-002 05/30/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019		

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

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

ELEC0242-005 05/30/2021		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 05/30/2021		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.22	26%+11.24

ELEC0430-002 06/01/2022		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 45.02	24.35

* ELEC0494-005 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 46.38	25.86

ELEC0494-006 06/01/2021

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

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0494-013 06/01/2021

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

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 32.49	20.26

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

ELEC0577-003 06/01/2021

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

	Rates	Fringes
Electricians:.....	\$ 35.66	29.50%+10.00

ELEC0890-003 06/01/2021		

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

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

ELEC0953-001 06/02/2019		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-001 06/01/2022

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

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 49.01	25.30
Group 2.....	\$ 48.51	25.30
Group 3.....	\$ 48.01	25.30
Group 4.....	\$ 47.17	25.30
Group 5.....	\$ 43.39	25.30
Group 6.....	\$ 38.24	25.30

HAZARDOUS WASTE PREMIUMS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting

capacity of 100 tons or less; or Cranes, Tower Cranes
 Portable Tower Cranes, Pedestal Tower Cranes and Derricks
 with boom, leadsand/or jib lengths measuring 175 feet or
 less; Backhoes (excavators) 130,000 lbs and over; Caisson
 Rigs; Pile Drivers; Boring Machines (vertical or
 horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

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

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe
 (tractor or truck mounted); Hydraulic Crane, 5 tons or
 under (tractor or truck mounted); Hoist (tuggers 5 tons &
 over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec
 type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp);
 Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier;
 Welder; Bituminous Plant and Paver Operator; Roller over 5
 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie
 Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator
 and Blaster; Percussion Drill Operator; Air Track Drill
 and/or Hammers; 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 06/06/2022

REMAINING COUNTIES

Rates

Fringes

Power Equipment Operator

Group 1.....	\$ 45.22	24.85
Group 2.....	\$ 43.97	24.85
Group 3.....	\$ 41.57	24.85
Group 4.....	\$ 41.04	24.85
Group 5.....	\$ 38.97	24.85
Group 6.....	\$ 37.44	24.85

HAZARDOUS WASTE PREMIUMS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger

(vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/13/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 41.00	28.95

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

IRON0008-003 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

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

IRON0383-001 06/05/2022

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.00	28.58

IRON0512-008 05/01/2022

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

	Rates	Fringes
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IRONWORKER.....\$ 41.00 33.11

IRON0512-021 05/01/2022

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

Rates Fringes

IRONWORKER.....\$ 36.94 33.11

LAB00113-002 06/01/2022

MILWAUKEE AND WAUKESHA COUNTIES

Rates Fringes

LABORER

Group 1.....	\$ 32.65	23.09
Group 2.....	\$ 32.80	23.09
Group 3.....	\$ 33.00	23.09
Group 4.....	\$ 33.15	23.09
Group 5.....	\$ 33.30	23.09
Group 6.....	\$ 29.14	23.09

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2022

OZAUKEE AND WASHINGTON COUNTIES

Rates Fringes

LABORER

Group 1.....	\$ 31.90	23.09
Group 2.....	\$ 32.00	23.09
Group 3.....	\$ 32.05	23.09
Group 4.....	\$ 32.25	23.09
Group 5.....	\$ 32.10	23.09
Group 6.....	\$ 28.99	23.09

LABORERS CLASSIFICATIONS

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

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2022

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.71	23.09
Group 2.....	\$ 31.86	23.09
Group 3.....	\$ 32.06	23.09
Group 4.....	\$ 32.03	23.09
Group 5.....	\$ 32.36	23.09
Group 6.....	\$ 28.85	23.09

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/01/2022

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

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.42	18.68
Group 2.....	\$ 36.52	18.68
Group 3.....	\$ 36.57	18.68
Group 4.....	\$ 36.77	18.68
Group 5.....	\$ 36.62	18.68
Group 6.....	\$ 33.05	18.68

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2022

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 36.70	18.68
Group 2.....	\$ 36.80	18.68
Group 3.....	\$ 36.85	18.68
Group 4.....	\$ 37.05	18.68
Group 5.....	\$ 36.90	18.68
Group 6.....	\$ 33.05	18.68

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and

Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2022

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 33.99	22.70
Spray, Sandblast, Steel....	\$ 34.59	22.70
Repaint:		
Brush, Roller.....	\$ 33.09	22.70
Spray, Sandblast, Steel....	\$ 32.49	22.70

PAIN0108-002 06/01/2022

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 39.60	21.79
Spray & Sandblast.....	\$ 40.60	21.79

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

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

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2022

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Painters:

Bridge.....	\$ 38.15	24.80
Brush.....	\$ 37.40	24.80
Spray & Sandblast.....	\$ 38.15	24.80

PAIN0802-002 06/01/2021

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

Rates Fringes

PAINTER

Brush.....	\$ 29.98	18.78
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PREMIUM PAY:

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

PAIN0802-003 06/01/2022

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

PAINTER.....	\$ 34.68	18.94
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PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

Rates Fringes

Painters:

Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

PAIN1011-002 06/06/2021

FLORENCE COUNTY

Rates Fringes

Painters:.....	\$ 26.71	14.38
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PLAS0599-010 06/01/2021

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area 1.....	\$ 42.06	20.87
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Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/07/2018

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

	Rates	Fringes
PLUMBER.....	\$ 40.63	20.72

PLUM0075-002 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.27	21.47

PLUM0075-004 06/01/2016

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

	Rates	Fringes
PLUMBER.....	\$ 40.52	21.47

PLUM0075-009 06/01/2016

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

	Rates	Fringes
PLUMBER.....	\$ 38.82	20.12

PLUM0111-007 05/28/2018		

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.33	24.48

PLUM0118-002 06/01/2022		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 47.50	25.92

PLUM0400-003 05/29/2022		

ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 46.37	20.96

PLUM0434-002 05/30/2021		

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 44.65	20.72

PLUM0601-003 06/01/2022		

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

	Rates	Fringes
PIPEFITTER.....	\$ 50.00	28.93

PLUM0601-009 06/01/2022		

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

	Rates	Fringes
PIPEFITTER.....	\$ 52.06	26.86

TEAM0039-002 06/01/2021		

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks.....	\$ 32.57	23.81
3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic.....	\$ 32.72	23.81

SUWI2011-001 11/16/2011

	Rates	Fringes
WELL DRILLER.....	\$ 16.52	

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

APPENDIX A

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

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

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

U.S. DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2021 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP)
GRANTS

May 27, 2022

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GENERAL TERMS AND CONDITIONS

The Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) appropriated funds to the United States Department of Transportation (“USDOT”) Maritime Administration (“MARAD”) under the heading “Port Infrastructure Development Program.” The funds are available to provide Federal financial assistance to make grants to improve port facilities at coastal seaports, inland river ports, or Great Lakes ports. The MARAD program administering those funds is the Port Infrastructure Development Program (PIDP).

MARAD published a “Notice of Funding Opportunity for the Maritime Administration’s Port Infrastructure Development Program (PIDP) Under the Consolidated Appropriations Act, 2021,” 86 Fed. Reg. 20231 (April 16, 2021) (the “NOFO”) to solicit applications for Federal financial assistance.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2021 PIDP grant program. Articles 1–7 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through E are project-specific attachments.

ARTICLE 8 PURPOSE

8.1 Purpose. The purpose of this award is to make grants to improve port facilities at coastal seaports, inland river ports, or Great Lakes ports. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by section 3.3 and Attachment B.

ARTICLE 9 USDOT ROLE

9.1 Operating Administration. MARAD will administer this agreement on behalf of the USDOT.

9.2 MARAD Program Contacts.

Robert Bouchard
Director, Office of Port
Infrastructure Development
DOT – Maritime Administration

1200 New Jersey Avenue, SE
Washington, DC 20590
MAR-510
W21-308
Mailstop 3
(202) 366-5076
robert.bouchard@dot.gov

and

MARAD PIDP Grants Coordinator
DOT – Maritime Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
PIDPGrants@dot.gov

ARTICLE 10 **RECIPIENT ROLE**

10.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- (2) Attachment D documents all material changes in the information contained in that application.

10.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “PIDP Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 10 and in section 23.7 on behalf of the Recipient.

10.3 MARAD Reliance. The Recipient acknowledges that:

- (1) MARAD relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) MARAD relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) MARAD relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and
- (4) MARAD's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

10.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of MARAD.

10.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of MARAD.
- (b) The Recipient shall act, in a manner acceptable to MARAD, to promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

10.6 Notification of Changes to Key Personnel. The Recipient shall notify all MARAD representatives who are identified in section 5.4 in writing within 30 calendar days of any change in key personnel who are identified in section 5.3.

ARTICLE 11
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

11.1 Federal Award Amount MARAD hereby awards a PIDP Grant to the Recipient in the amount listed in section 2.2 as the PIDP Grant Amount.

- 11.2 Federal Obligation.** This agreement obligates for the budget period the amount listed in section 2.2 as the PIDP Grant Amount.
- 11.3 Budget Period.** The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.3. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.
- 11.4 Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.3. In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 12

STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 12.1 Notification Requirement.** The Recipient shall notify all MARAD representatives who are identified in section 5.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 12.1 is separate from any requirements under this article 12 that the Recipient request modification of this agreement.
- 12.2 Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 3.1 and Attachment A.
- 12.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update the relevant dates:
- (1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2;
 - (2) a schedule change would require the budget period to continue after the budget period end date listed in section 2.3; or
 - (3) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.3.

For other schedule changes, the Recipient shall request a modification of this agreement unless MARAD has consented, in writing, to the change.

12.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:

- (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
 - (2) MARAD will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
- (1) the “Other Federal Funds” amount increases; or
 - (2) one or more of the “State Funds,” “Local Funds,” “Other Funds,” or “Total Eligible Project Cost” amounts decrease.
- (c) For budget changes that are not identified in section 12.4(b), the Recipient shall request a modification of this agreement to update section 3.3 and Attachment B unless MARAD has consented, in writing, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to MARAD, in writing, specific additional activities that are within the scope of this award, as defined in sections 8.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 12.4(d) or MARAD does not accept the Recipient’s proposal under section 12.4(d), then:
- (1) in a request under section 12.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
 - (2) if that modification reduces this award and MARAD had reimbursed costs exceeding the revised award, the Recipient shall refund to MARAD the difference between the reimbursed costs and the revised award.

In this agreement, “**Federal Share**” means the sum of the “PIDP Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 12.4(e)(2) constitute a debt to the Federal Government that MARAD may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

12.5 MARAD Acceptance of Changes. MARAD may accept or reject modifications requested under this article 12, and in doing so may elect to consider only the interests of the PIDP grant program and MARAD. The Recipient acknowledges that requesting a modification under this article 12 does not amend, modify, or supplement this agreement

unless MARAD accepts that modification request and the parties modify this agreement under section 22.1.

ARTICLE 13 GENERAL REPORTING TERMS

- 13.1 Report Submission.** The Recipient shall send all reports required by this agreement to all MARAD contacts who are listed in section 5.4 and all MARAD contacts who are listed in section 9.2.
- 13.2 Alternative Reporting Methods.** MARAD may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by MARAD.
- 13.3 Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “**OMB**”). Collections of information conducted under this agreement are approved under OMB Control No. 2133-0552.

ARTICLE 14 PROGRESS AND FINANCIAL REPORTING

- 14.1 Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the end of the budget period, the Recipient shall submit to MARAD a Quarterly Project Progress Report and Recertification in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.
- 14.2 Final Progress Reports and Financial Information.** No later than 120 days after the end of the budget period, the Recipient shall submit
- (1) a Final Project Progress Report and Recertification in the format and with the content described in Exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
 - (2) any other information required under MARAD’s award closeout procedures.

ARTICLE 15
OUTCOME PERFORMANCE MEASUREMENT REPORTING AND PORT
PERFORMANCE REPORTING

15.1 Baseline Performance Measurement. If the Capital-Planning Designation in section 2.5 is “Capital,” then:

- (1) the Recipient shall collect data for each performance measure that is identified in the Outcome Performance Measure Table in Attachment C, accurate as of the Baseline Measurement Date that is identified in Attachment C; and
- (2) on or before the Baseline Report Date that is stated in Attachment C, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 15.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Outcome Performance Measure Table in Attachment C.

15.2 Post-construction Performance Measurement. If the Capital-Planning Designation in section 2.5 is “Capital,” then

- (1) for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for each performance measure that is identified in the Outcome Performance Measure Table in Attachment C; and
- (2) not later than January 31 of each year that follows a calendar year during which data was collected under this section 15.2, the Recipient shall submit to MARAD a Post-construction Performance Measurement Report containing the data collected under this section 15.2 in the previous calendar year and stating the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 15.2, then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss its influence on the performance measure.

15.3 Project Outcomes Report. If the Capital-Planning Designation in section 2.5 is “Capital,” then the Recipient shall submit to MARAD, not later than January 31 of the year that follows the final calendar year during which data was collected under section 15.2, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;

- (2) all baseline and post-construction performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-construction Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

15.4 Port Performance Reporting.

- (1) The purpose of port performance reporting is for the USDOT to collect standardized data or validate publicly available data from Federal assistance recipients, to comply with the Port Performance Freight Statistics Program.
- (2) The Recipient shall enter into a Port Performance Data Sharing Agreement provided by the USDOT for Port Performance Reporting, and execution of a Port Performance Data Sharing Agreement with USDOT is a milestone in Section 4.1.
- (3) The schedule for reporting, the specific indicators to be measured and reported, and the confidentiality terms for each measure will be defined in the Port Performance Data Sharing Agreement. The terms of the Port Performance Data Sharing Agreement will include terms requiring that the Recipient shall:
 - i. ensure that all data it provides to USDOT is accurate and current;
 - ii. report required data to USDOT annually and quarterly (however, the measurement period for some indicators may be monthly);
 - iii. submit the initial port performance report no later than 90 days after grant agreement execution; and
 - iv. submit subsequent port performance reports on an annual and quarterly basis throughout the period of performance.

ARTICLE 16 NONCOMPLIANCE AND REMEDIES

16.1 Noncompliance Determinations.

- (a) If MARAD determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, MARAD may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and MARAD must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If MARAD notifies the Recipient of a proposed determination of noncompliance under section 16.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) MARAD may make a final determination of noncompliance only:

- (1) after considering the Recipient's response under section 16.1(b); or
- (2) if the Recipient fails to respond under section 16.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, MARAD must provide a notice to the Recipient that states the bases for that determination.

16.2 Remedies.

(a) If MARAD makes a final determination of noncompliance under section 16.1, MARAD may impose a remedy, including:

- (1) additional conditions on the award;
- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to MARAD; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (3) any other remedy legally available.

(b) To impose a remedy, MARAD must provide a written notice to the Recipient that describes the remedy, but MARAD may make the remedy effective before the Recipient receives that notice.

(c) If MARAD determines that it is in the public interest, MARAD may impose a remedy, including all remedies described in section 16.2(a), before making a final determination of noncompliance under section 16.1. If it does so, then the notice provided under section 16.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

- (d) In imposing a remedy under this section 16.2 or making a public interest determination under section 16.2(c), MARAD may elect to consider the interests of only MARAD.
- (e) The Recipient acknowledges that amounts that MARAD requires the Recipient to refund to MARAD due to a remedy under this section 16.2 constitute a debt to the Federal Government that MARAD may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

16.3 Other Oversight Entities. Nothing in this article 16 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 17

AGREEMENT TERMINATION

17.1 MARAD Termination.

- (a) MARAD may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-PIDP Grant contribution or alternatives approved by MARAD as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the Project or a component of the Project is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to meet a milestone listed in section 4.1 by the deadline date listed in that section for that milestone;
 - (5) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (6) MARAD determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, MARAD may elect to consider only the interests of MARAD.
- (c) This section 17.1 does not limit MARAD’s ability to terminate this agreement as a remedy under section 16.2.

- (d) The Recipient may request that MARAD terminate the agreement under this section 17.1.

17.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that MARAD notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

17.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish MARAD’s authority to disallow costs, including costs that MARAD reimbursed before termination, and recover funds from the Recipient.

17.4 Non-Terminating Events.

- (a) The end of the budget period described under section 11.3 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The end of the period of performance described under section 11.4 does not terminate this agreement or the Recipient’s obligations under this agreement.

17.5 Other Remedies. The termination authority under this article 17 supplements and does not limit the MARAD’s remedial authority under article 16 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 18
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

18.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
- (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

18.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 18.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303 and 2 C.F.R. 200 subpart F and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2021 PIDP grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2021” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2021” in column c (“Additional Award Identification”).

18.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

18.4 MARAD Record Access. MARAD may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 19
CONTRACTING AND SUBAWARDS

19.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

19.2 Buy America.

- (a) For the purpose of the award term at exhibit B.5, the Project is “a project for infrastructure.” The Recipient acknowledges that iron, steel, manufactured products, and construction materials used in the Project are subject to the domestic content

procurement preference in that award term and this agreement is not a waiver of that preference.

- (b) If the Recipient uses iron, steel, manufactured products, or construction materials that are not produced in the United States in violation of the award term at exhibit B.5, MARAD may disallow and deny reimbursement of costs incurred by the Recipient and take other remedial actions under article 17 and 2 C.F.R. 200.339–200.340.
- (c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

- 19.3 Small and Disadvantaged Business Requirements.** If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”). The Recipient shall expend all other funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).
- 19.4 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104, or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by MARAD.
- 19.5 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 19.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 19.7 Pass-through Entity Responsibilities.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.
- 19.8 Subaward and Contract Authorization.** [Reserved]

ARTICLE 20
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 20.1 Limitation of Federal Award Amount.** Under this award, MARAD shall not provide funding greater than the amount obligated under section 11.2. The Recipient acknowledges that MARAD is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 20.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.
- 20.3 Timing of Project Costs.**
- (a) The Recipient shall not charge to this award costs that are incurred after the budget period.
 - (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in Attachment E and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous MARAD approval for the Recipient to incur costs under this award for the Project. Attachment E is the exclusive MARAD approval of costs incurred before the date of this agreement.
- 20.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if MARAD determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by MARAD.
- 20.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 11.1 but not expended on allocable, allowable costs remain the property of the United States.
- 20.6 Timing of Payments to the Recipient.**
- (a) Reimbursement is the payment method for the PIDP grant program.
 - (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.
- 20.7 Payment Method.**
- (a) The Recipient shall complete all applicable forms and attach supporting documents, including the SF 270, in Delphi eInvoicing System, which is on-line and paperless, to request reimbursement. To obtain the latest version of these standard forms, visit

<https://www.grants.gov/forms/post-award-reporting-forms.html/>. The Recipient shall review the training on using Delphi eInvoicing System before submitting a request for reimbursement. To guide the Recipient when reviewing this training, MARAD provides the following additional information, which may change after execution of this agreement:

- (1) The Recipient may access the training from the USDOT “Delphi eInvoicing System” webpage at <https://einvoice.esc.gov>. The training is linked under the heading “Grantee Training.” The Recipient should click on “Grantee Training” to access the training.
 - (2) A username and password are not required to access the on-line training. It is currently available, will be accessible 24/7, and will take approximately 10 minutes to review.
 - (3) Once the above referenced training has been reviewed, Recipients must request and complete the External User Access Request form. Recipients can request the External User Access Request form by sending an email to a Grants/Contracting Officer who is identified in sections 5.4 or 9.2. A request to establish access will be sent once the External User Access Request form is received.
- (b) MARAD may deny a payment request that is not submitted using the method identified in this section 20.7.

20.8 Information Supporting Expenditures.

- (a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit and attach the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that MARAD determines does not include or is not supported by sufficient detail, MARAD may deny the request or withhold processing the request until the Recipient provides sufficient detail.

20.9 Reimbursement Request Timing and Frequency.

- (a) The Recipient shall request reimbursement of a cost incurred as soon as practicable after incurring that cost. If the Recipient requests reimbursement for a cost more than 180 days after that cost was incurred, MARAD may deny the request for being untimely.
- (b) The Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 21 LIQUIDATION AND ADJUSTMENTS

21.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than 120 days after the end of the period of performance.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 22 AGREEMENT MODIFICATIONS

22.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by MARAD and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

22.2 Unilateral Contact Modifications.

- (a) The Recipient may update the contacts who are listed in section 5.2 by written notice to all of MARAD contacts who are listed in sections 5.4 and 9.2.
- (b) MARAD may update the contacts who are listed in sections 5.4 and 9.2 by written notice to all of the Recipient contacts who are listed in section 5.2.

22.3 MARAD Unilateral Modifications.

- (a) MARAD may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 22.3, MARAD must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

22.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 22.1, 22.2, or 22.3. If an amendment, modification, or supplement is not permitted under section 22.1, not permitted under section 22.2, and not permitted under section 22.3, it is void.

ARTICLE 23
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS

23.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

23.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

23.3 Federal Freedom of Information Act.

- (a) MARAD is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to MARAD by the Recipient related to this agreement may become MARAD records subject to public release under 5 U.S.C. 552.

23.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

23.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

23.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 28, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R. 175.15(b): Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

23.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 24 ASSIGNMENT

24.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 25 WAIVER

25.1 Waivers.

- (a) A waiver granted by MARAD under this agreement will not be effective unless it is in writing and signed by an authorized representative of MARAD.
- (b) A waiver granted by MARAD under this agreement on one occasion will not operate as a waiver on other occasions.

- (c) If MARAD fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 26
ADDITIONAL TERMS AND CONDITIONS

26.1 Disclaimer of Federal Liability. MARAD shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

26.2 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.

26.3 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:
 - (1) if the entity that acquired the equipment is a State or a subrecipient of a State, that entity shall dispose of that equipment in accordance with State laws and procedures; and
 - (2) if the entity that acquired the equipment is neither a State nor a subrecipient of a State, that entity shall request disposition instructions from MARAD.
- (b) In accordance with 2 C.F.R. 200.443(d), under both (a)(1) and (a)(2), above, the distribution of proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310 through 200.316.
- (c) The Recipient shall ensure compliance with this section 26.3 for all tiers of subawards under this award.

**ARTICLE 27
MANDATORY AWARD INFORMATION**

27.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 29.2;
- (2) the “Assistance Listings Number” is 20.823 and the “Assistance Listings Title” is “Port Infrastructure Development Program”; and
- (2) this award is not for research and development.

**ARTICLE 28
CONSTRUCTION AND DEFINITIONS**

28.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Statement of Work
Attachment B	Estimated Project Budget
Attachment C	Outcome Performance Measurement Information
Attachment D	Changes from Application
Attachment E	Approved Pre-Award Costs

28.2 Exhibits. The following exhibits, which are located in the document titled “Exhibits to MARAD Grant Agreements Under the Fiscal Year 2021 Port Infrastructure Development Program (PIDP) Grants,” dated May 31, 2022, are part of this agreement

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content

28.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–29, then the provision in articles 1–29 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

28.4 Integration. This agreement constitutes the entire agreement of the parties relating to the PIDP grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the PIDP grant program and awards under that program.

28.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the statutory text at 46 U.S.C. 54301 and under the heading “Department of Transportation—Maritime Administration—Port Infrastructure Development Program” in title I of division L of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–E.

“**PIDP Grant**” means an award of funds that were made available under the NOFO.

“**Technical Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 29

AGREEMENT EXECUTION AND EFFECTIVE DATE

29.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

29.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a PIDP Grant when MARAD’s authorized representative signs it.