#### HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation 06/2017 s.66.0901(7) Wis. Stats

Notice of Award Dated

Proposal Number: 032

COUNTY	STATE PROJECT	<u>FEDERAL</u>	PROJECT DESCRIPTION	<u>HIGHWAY</u>
Sawyer	8140-00-70	WISC 2019019	C Hayward, South Dakota Avenue; Michigan Avenue To Ush 63	STH 027
Sawyer	8140-00-73	WISC 2019020	C Hayward, South Dakota Avenue; Namekagon River To Railroad Street	STH 027
Sawyer	8140-00-74	WISC 2019021	C Hayward, South Dakota Avenue; Railroad Street Intersection	STH 027
Sawyer	8140-00-75	WISC 2019022	C Hayward, South Dakota Avenue; West Carol Drive To Michigan Avenue	STH 027
Sawyer	8140-25-71	WISC 2019023	C Hayward, South Dakota Avenue; Namekagon River Bridge B-57-0058	STH 027

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

Proposal Guaranty Required: \$75,000.00  Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 11, 2018 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code SAMPLE
Contract Completion Time November 01, 2019	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 5%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date	
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)
Notary Seal	

# Type of Work: For Department Use Only Grading, Base, Asphalt Pavement, Bridge Rehabilitation, Storm Sewer, Curb and Gutter, Sidewalk, Concrete Driveway, Street Lighting, Traffic Signals, Water Main, Sanitary Sewer, Signs, Overhead Sign Support, Pavement Markings

**Date Guaranty Returned** 

# PLEASE ATTACH PROPOSAL GUARANTY HERE

# **Effective with November 2007 Letting**

# PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

# **Effective with August 2015 Letting**

# BID PREPARATION

# Preparing the Proposal Schedule of Items

#### A General

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

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

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

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

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

  <a href="https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx">https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</a>

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

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

#### **B Submitting Electronic Bids**

# **B.1** On the Internet

- (1) Do the following before submitting the bid:
  - 1. Have a properly executed annual bid bond on file with the department.

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

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

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

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

Use Expedite TM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express Web site to assure that the schedule of items is prepared properly.

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

**Bidder Name** 

**BN00** 

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite<sup>TM</sup> generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
  - 1. The check code printed on the bottom of the printout of the Expedite TM generated schedule of items is not the same on each page.
  - 2. The check code printed on the printout of the Expedite<sup>TM</sup> generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

3. The diskette or CD ROM is not submitted at the time and place the department designates.

#### C Waiver of Electronic Submittal

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

#### **PRINCIPAL**

(Company Name) (Affix C	orporate Seal)		
(Signature and Title)			
(Company Name)			
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTA	RY FOR PRINCIPAL	NOTARY FOR	SURETY
	(Date)	(Date)	)
State of Wisconsin	)	State of Wisconsin	)
	) ss. County )	(	) ss. County )
On the above date, this instrunamed person(s).	ument was acknowledged before me by the	On the above date, this instrument was named person(s).	acknowledged before me by the
(Signature, Nota	ary Public, State of Wisconsin)	(Signature, Notary Public,	State of Wisconsin)
(Print or Type Name	, Notary Public, State of Wisconsin)	(Print or Type Name, Notary Po	ublic, State of Wisconsin)
(Date Commission Expires)		(Date Commission	on Expires)

Notary Seal Notary Seal

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

# **CERTIFICATE OF ANNUAL BID BOND**

DT1305 8/2003

Wisconsin Department of Transportation

Time Period Valid (	(From/To)
Name of Surety	
Name of Contracto	ır
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the partment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder amend, extend or alter the coverage of the annual bid bond.
Cancellation:	Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.
	(Signature of Authorized Contractor Representative) (Date

# March 2010

# LIST OF SUBCONTRACTORS

Section 66.0901(7), Wisconsin Statutes, provides that as a part of the proposal, the bidder also shall submit a list of the subcontractors the bidder proposes to contract with and the class of work to be performed by each. In order to qualify for inclusion in the bidder's list a subcontractor shall first submit a bid in writing, to the general contractor at least 48 hours prior to the time of the bid closing. The list may not be added to or altered without the written consent of the municipality. A proposal of a bidder is not invalid if any subcontractor and the class of work to be performed by the subcontractor has been omitted from a proposal; the omission shall be considered inadvertent or the bidder will perform the work personally.

No subcontract, whether listed herein or later proposed, may be entered into without the written consent of the Engineer as provided in Subsection 108.1 of the Standard Specifications.

Name of Subcontractor	Class of Work	<b>Estimated Value</b>
-		

#### **DECEMBER 2000**

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

# **Instructions for Certification**

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

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

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

# **Special Provisions**

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# STSP'S Revised June 28, 2018 SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 8140-00-70, C Hayward, South Dakota Avenue, Michigan Avenue – USH 63, STH 27, Sawyer County; 8140-00-73, C Hayward, South Dakota Avenue, Namekagon River – Railroad Street, STH 27, Sawyer County; 8140-00-74, C Hayward, South Dakota Avenue, Railroad Street Intersection, STH 27, Sawyer County; 8140-00-75, C Hayward, South Dakota Avenue, West Carol Drive – Michigan Avenue, STH 27, Sawyer County; and 8140-25-71 C Hayward, South Dakota Avenue, Namekagon River Bridge B-57-58, STH 27, Sawyer County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2019 Edition, as published by the department, and these special provisions.

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

100-005 (20180628)

# 2. Scope of Work.

#### Project 8140-00-70

The work under this contract shall consist of grading, base aggregate dense, asphaltic surface, concrete approach slabs, curb and gutter, sidewalk, temporary traffic signals, permanent traffic signals, storm sewer, water and sanitary sewer, permanent signing and marking, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

#### Project 8140-00-73

The work under this contract shall consist of grading, base aggregate dense, asphaltic surface, curb and gutter, sidewalk, pavement marking, storm sewer, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

# Project 8140-00-74

The work under this contract shall consist of grading, base aggregate dense, asphaltic surface, curb and gutter, permanent traffic signals, pavement marking, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

#### Project 8140-00-75

The work under this contract shall consist of asphaltic milling, asphaltic surface, permanent signing and marking, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

#### Project 8140-25-71

The work under this contract shall consist of Structure B-57-0058 (rehabilitation) and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

# 3. Prosecution and Progress.

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

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

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

The completion of all work on STH 27 is based on the expedited work schedule and may require extraordinary forces and equipment.

Construction shall be broken up into two segments. W. Carol Drive to the Namekagon Bridge and the Namekagon Bridge to USH 63. Construction shall be broken up into an early and late season time frame to avoid the tourist season in Hayward. No construction shall take place between the July 4<sup>th</sup> and Labor Day holidays.

Construction from (and including the Namekagon Bridge) to USH 63 shall be done first and is anticipated to start in late March. Complete all construction operations on STH 27 to the stage necessary to reopen it to through traffic prior to 12:01 AM June 28, 2019. Do not reopen until completing the following work: storm sewer, curb and gutter, and asphaltic surface. All five lanes of STH 27 shall be fully open without traffic control restriction prior to reopening.

Construction from W. Carol Drive to the Namekagon bridge (including the CTH B intersection) shall take place from September 3, 2019 to November 1, 2019. Complete all construction operations on STH 27 to the stage necessary to reopen it to through traffic prior to 12:01 AM November 1, 2019. Do not reopen until completing the following work: storm sewer, curb and gutter, and asphaltic surface.

If the contractor fails to complete the work necessary to reopen STH 27 between Namekagon River Bridge and USH 63 to through traffic prior to 12:01 AM June 28, 2019, the department will assess the contractor \$2,070 interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, June 28, 2019. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

The department will not grant time extensions to the interim completion dates specified above for the following:

- 1. Severe weather as specified in standard spec 108.10.2.2.
- 2. Labor disputes that are not industry wide.
- 3. Delays in material deliveries.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11.

# **Fish Spawning**

There shall be no instream disturbance of Namekagon River as a result of construction activity under or for this contract, from March 1st to June 15th both dates inclusive, in order to avoid adverse impacts upon the spawning of fish.

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

# **Endangered Resources**

Wood turtles (state threatened) are known to inhabit the Namekagon River and its riparian corridor. The perimeter of the area to be disturbed near the Namekagon River shall be protected with properly installed silt fence prior to May 1 to discourage turtles from entering the work area.

#### **Migratory Birds**

Swallow and other migratory birds' nests have been observed on or under the existing bridge. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established, or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds, or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure Over Waterway With Debris Capture System.

#### Northern Long-eared Bat (Myotis septentrionalis)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act. If an individual

bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

According to the final 4(d) rule issued for the NLEB, the department has determined that the proposed activity may affect, but will not result in prohibited take of the NLEB. The activity involves tree removal, but will not occur within 0.25 miles of a known hibernacula, nor will the activity remove a known maternity roost tree or any other tree within 150 feet of a known maternity roost tree.

If additional trees need to be removed, no Clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Additional tree removal beyond the area originally specified will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence survey. Notify the engineer if additional Clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary.

Submit a schedule and description of Clearing operations with the ECIP 14 days prior to any Clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

# **Wisconsin Lane Closure System Advance Notification**

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

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

# 4. Traffic.

Traffic shall be staged during construction of this project. A minimum of one lane of traffic in each direction shall be maintained on STH 27.

Access to businesses and emergency vehicles must be maintained during construction.

The department anticipates that the schedule of operations for each stage shall be as follows below. Submit to the engineer for approval a detailed traffic control plan if different than the traffic control plan provided in the plan set.

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

Comply will all local ordinances that apply to work operations, including those pertaining to working during nighttime hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing three working days before performing such work.

Conduct operations in a manner that will cause the least interference to traffic, pedestrian movements, commercial access, and residential access adjacent to and within the construction area.

Maintain traffic with a minimum of 11-foot travel lanes at all times unless otherwise noted in the plans or approved by the engineer.

Traffic control stage changes will only be allowed during off peak hours to protect the safety of the traveling public unless directed by the engineer. For this contract, off peak hours are from 7:00 PM to 7:00 AM.

# Namekagon River Bridge - USH 63

# Stage 1A

- · Bi-directional traffic on the existing northbound lanes. One lane in each direction.
- · Close two southbound lanes.
- Install water main on west side of roadway (including south of structure to CTH B).
- Extend water laterals into existing southbound lanes.
- Install sanitary main and laterals on west side of roadway

# Stage 1B

- Split traffic to existing southbound and northbound outside lanes. One lane in each direction.
- Extend water laterals past center of roadway.
- Extend sanitary laterals past center of roadway.

# Stage 2A

- · Bi-directional traffic on existing southbound lanes. One lane in each direction.
- Finish water laterals and make final connections. This work needs to be completed prior to storm sewer work.
- · Finish sanitary laterals and make final connections.
- Do not close Bay Street and Wheeler Street at the same time.
- Install storm sewer trunk line and inlets on east side of roadway. Install laterals towards centerline.
- Construct temporary widening on east side of roadway.

# Stage 2B

- Split traffic to existing southbound outside lane and widened northbound outside lane. One lane in each direction.
- Extend storm sewer towards centerline

#### Stage 3

- Bi-directional traffic on existing and widened northbound lanes. One lane in each direction.
- Work zone is southbound lanes.
- · Install storm sewer inlets and lateral connections on southbound side.
- Construct new southbound lanes.
- Structure work on southbound half of bridge.

# Stage 4

- · Bi-directional traffic on new southbound lanes. One lane in each direction.
- Construct new northbound lanes.
- Remove existing storm sewer from Bay Street to Wheeler Street
- Structure work on northbound half of bridge.
- · Pedestrian traffic detoured onto new sidewalk along southbound lanes.

#### Stage 5

- Split traffic to new northbound outside and new southbound outside lanes. One lane in each direction.
- Construct median islands and TWLTL pavement.

# W. Carol Drive - Namekagon River Bridge

#### Stage 6A

- Bi-directional traffic on existing outside northbound and southbound lanes. Maintain one lane in each direction.
- Remove existing medians.

#### Stage 6B

- Install sanitary sewer crossings during off-peak or night hours within a 2-day maximum time frame.
- Traffic allowed to run on base aggregate during stage 6B. Temporary patches on northbound lanes required prior to opening traffic to stage 7.

#### Phase 1

- Single lane bi-directional traffic on northbound lanes.
- Construct sanitary sewer under outside southbound lane.

# Phase 2 (Off-peak hours only)

- Flag traffic to a single lane on the outside northbound lane.
- Construct sanitary sewer under median southbound lane.

# Phase 3 (Off-peak hours only)

- Flag traffic to a single lane on the outside southbound lane.
- Construct sanitary sewer under median northbound lane.

## Phase 4

- · Single lane bi-directional traffic on southbound lanes.
- · Construct sanitary sewer under outside northbound lane.

# Stage 7

- · Bi-directional traffic on existing northbound lanes. One lane in each direction.
- · Construct southbound lanes.
- Install storm sewer main and inlets on west side of roadway
- Extend storm sewer laterals under southbound lanes towards centerline.

## Stage 8

- Split traffic to new southbound outside lane and existing northbound outside lane. One lane in each direction.
- · Extend storm sewer laterals towards northbound lanes as far as possible.
- Construct CTH B westbound lanes. Maintain two lanes of traffic on CTH B (One lane each direction on existing eastbound lanes all times).
- Construct median island on STH 27 north of CTH B.
- Gap STH 27 median as required to accommodate southbound STH 27 left turn vehicles.

#### Stage 9A

- Bi-directional traffic on new southbound lanes. One lane in each direction.
- Construct northbound lanes north of CTH B.
- Install storm inlets and lateral connections on northbound lanes north of CTH B.
- · Maintain 2 lanes of traffic on CTH B (One lane each direction) similar to Stage 8.

# Stage 9B

- Bi-directional traffic on new southbound lanes. One lane in each direction.
- Construct northbound lanes south of CTH B.
- Install storm inlets and lateral connections on northbound lanes south of CTH B.
- Construct CTH B eastbound lanes. Maintain one lane of traffic in each direction on newly constructed CTH B westbound lanes. S. Second Street may be utilized for CTH B traffic if needed.

#### Stage 10

- Traffic in final configuration. Close STH 27 northbound LT lane to S. 1st Street.
- · Construct median islands south of CTH B.
- Mill and overlay STH 27 intersection with Michigan Avenue

Truck traffic shall be detoured during stages 6-10 for the construction of the CTH B intersection. Truck traffic will use STH 77 / CTH K / CTH B.

STH 27 from W. Carol Drive to Michigan Avenue may be completed independently of stages listed above. This work shall be completed prior to Stage 6A.

The contractor shall provide the engineer and local law enforcement with a 24-hour, 7 days/week contact person responsible for the maintenance of the temporary traffic signals and traffic control.

Notify the City of Hayward and Sawyer County Sheriff's Departments 48 hours in advance of the start of work.

# 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of STH 27 and entirely clear the traveled way and shoulders of the highway of equipment, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 24, 2019 to 6:00 AM Tuesday, May 28, 2019 for Memorial Day;
- From noon Wednesday, July 3, 2019 to 6:00 AM Friday, July 5, 2019 for Independence Day;
- From noon Friday, August 30, 2019 to 6:00 AM Tuesday, September 3, 2019 for Labor Day.

stp-107-070 (20030820)

#### 6. Utilities.

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

107-065 (20080501)

Underground and overhead utility facilities are located within the project limits for Projects 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, and 8140-25-71. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required by state statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

#### **CenturyLink (Communications)**

CenturyLink has existing underground telephone and fiber optic communication facilities within the project area. Review the construction schedule with CenturyLink representative within 7 working days of the contract being awarded.

CenturyLink will relocate the following facilities prior to construction. Pedestals and associated cable at Station 495+25 RT and Station 511+86 RT will be moved to new locations outside of construction limits.

CenturyLink will relocate the following facilities during construction. Pedestals and associated cable at Stations 505+75 LT, 507+25 LT, 509+30 LT, and 511+40 LT will be moved to new locations outside of construction limits after proposed sidewalk is marked.

Storm sewer installation will result in cable relocation during construction at the following locations: Station 499+85 to 500+30 LT, Station 506+20 RT at the crossing behind proposed curb & gutter, and Station 509+70 RT at the crossing just south of storm sewer structure B4. These cable relocations will begin when existing curb & gutter and pavement is removed.

Notify Brian Huhn at 715-532-0023 or 715-563-8294 four working days prior to when a site is ready for CenturyLink relocation work. All relocation work is estimated to take 15 working days.

Several conflicts with proposed municipal utility installations will require CenturyLink to lower or move telephone and fiber optic cables. Use caution for all excavations near marked lines including the cables in 1st Street around Station 498+75 RT, the pedestal junction of multiple cables at Station 26+30 LT (along north side of CTH B), a 4-inch PVC duct containing copper cable crossing at Station 516+22, and the two-tiered duct packages from Station 511+86 RT through entrances and intersections to the end of project.

Use extreme caution while excavating and installing water main in the vicinity of a major network cable from Station 504+50 to 506+30 LT. Coordinate with CenturyLink representative for a 'fiber watch' 4 working days prior to excavation that will include exposing copper and fiber optic cables. A CenturyLink crew will work with the contractor to provide cable shoring materials for protection of this critical network.

#### City of Hayward Public Works (Water)

City of Hayward Public Works department has existing water facilities within the project area. No conflicts with existing facilities are anticipated.

There is City of Hayward water facility work to be done under bid items in the contract. Refer to the water details sheets in the plan. See other utility company's facility descriptions for areas that may require caution during construction.

#### City of Hayward Public Works (Sanitary)

City of Hayward Public Works department has existing sanitary sewer facilities within the project area. No conflicts with existing facilities are anticipated.

There is City of Hayward sanitary sewer work to be done under the bid items in the contract. Refer to the sanitary details sheets in the plan. See other utility company's facility descriptions for areas that may require caution during construction.

# Norvado (Communications)

Norvado has existing underground telephone facilities within the project area. Coordinate with Norvado representative 5 working days prior to excavation that may impact Norvado facilities.

Norvado will relocate the following facilities prior to construction. The Norvado pedestal at Station 507+26 LT will be removed, and associated cable will be placed in a buried splice case at approximately the same location.

Use caution while excavating for proposed storm sewer at Station 507+26 RT. Norvado cable line runs east and west in this vicinity at approximately 50 inches below existing surface, and the cable will be exposed during the storm sewer excavation. The cable turns toward southeast and south within 12 feet of this proposed storm sewer excavation.

Use caution for all excavations near marked lines including the water main, lateral, and hydrant installation near Norvado cable from Station 510+20 to 510+70 LT.

#### **Spectrum (formerly Charter Communications)**

Spectrum has existing underground telephone and fiber optic communication facilities within the project area. Review the construction schedule with Spectrum representative within 7 working days of the contract being awarded.

Spectrum will relocate the following facilities prior to construction. Pedestals at Stations 505+75 LT, 507+22 LT, 509+30 LT, 511+42 LT, and 511+88 RT will be moved to new locations outside of construction limits after proposed sidewalk is marked. The underground coaxial cable from Station 507+22 to 511+42 LT will be moved westerly 10 to 15 feet. The aerial pole at Station 511+41 LT will be removed.

Coordinate with the Spectrum representative for a 'fiber watch' 4 working days prior to excavation at the following storm sewer installation locations: Stations 507+22 RT and 507+32 RT at storm sewer crossing two separate cables, and Station 509+75 RT at structure B4.

Use caution for all excavations near marked lines including the water main installation below fiber optic cable at Station 506+60 RT.

Use caution for deck overlay work on Structure B-57-0058 over Namekagon River because there is a conduit with copper cable embedded in deck-walkway concrete along the east side of bridge.

# We Energies (Gas)

We Energies has existing underground gas main facilities within the project area.

Contact We Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch, 1 (800) 261-5325 to arrange for this verification.

We Energies will relocate a gas main crossing STH 27 near CTH B intersection prior to construction. The new main will cross highway at approximately Station 495+30 and tie back into existing main near the 2nd Street intersection with CTH B. The existing 4" PE main from Station 495+30 to 505+50 LT will be discontinued in place, but verification by We Energies is required in all cases.

We Energies will relocate gas main and services prior to construction from approximately Station 512+75 to 516+50 LT along the west side of STH 27. The existing main and service lines will be discontinued in place. Both the service line crossing at Station 510+75 and the main crossing at Station 509+00 will be discontinued in place and replaced at a depth not in conflict with the proposed work. Relocations are scheduled to begin in early April 2019 and expected to take 20 working days.

Use caution for all excavations near marked lines including the water main installation below the gas main on the north side of CTH B at approximately Station 27+65 LT.

# **Xcel Energy (Electric)**

Xcel Energy has existing overhead electric distribution facilities on power poles within the project area. Some poles have overhead light fixtures that are leased by the City of Hayward. Xcel also has underground electric lines to the existing signal cabinet and associated signals at the STH 27 and CTH B intersection. These lines will be discontinued in place, and the contractor shall pull all new wire during construction.

Xcel Energy relocated power or light poles at the following locations during the spring of 2018: Stations 27+05 RT, 27+11 LT, 496+70 RT, 499+00 RT, and 507+55 RT.

Xcel Energy will remove power and light poles permanently at the following locations prior to construction: Stations 27+90 LT, 29+25 LT, 30+75 LT along County Road B, Station 509+97 LT, and Station 517+07 LT. Other light poles removed prior to construction will be reinstalled after construction at the following approximate locations: Stations 504+32 LT, 504+32 RT, and 511+84 RT.

No conflicts with Xcel Energy electric distribution are anticipated.

# **Xcel Energy (Transmission)**

Xcel Energy has two existing overhead transmission facilities within the project area.

First transmission line crosses STH 27 on project ID 8140-00-75 at approximately Station 486+50. The other transmission line crosses the highway near Railroad Street at Station 516+45. All required clearance codes will be met between existing transmission lines and proposed overhead poles.

No conflicts with Xcel Energy transmission lines are anticipated.

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

Coordinate all utility tie-ins (sanitary sewer and water mains) and opening and closing of water valves with the Hayward Utilities.

The contractor shall be responsible for contacting and coordinating utility activities. All property owners shall be contacted 72 hours and again 24 hours in advance of an interruption in utility service. Where utility shutdowns may affect businesses or schools, interruptions shall be scheduled closely with the properties and may require night work to minimize disruption. Sanitary sewer and water service may not be interrupted for a period exceeding two hours unless prior approval is obtained from Hayward Utilities and property owners.

Both the department and the City of Hayward personnel will inspect construction of sanitary sewer and water main under this contract. However, acceptance of the sanitary sewer and water main construction will be by the City of Hayward.

# 8. Underground Utility Record Drawings.

Keep a current set of plans of the project that are marked to show the location of installed underground utilities. Accurately record the location of valves, fittings, service lines, and field changes for water main, sanitary sewer, and storm sewer work. Dimension utilities from permanent reference points; record vertical distances. Submit record drawings to the City of Hayward upon completion of work.

Record drawing work is incidental to the items of underground utility work.

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Matt Dicksenson at (715) 395-3022. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

# 10. Construction Over or Adjacent to Navigable Waters.

The Namakegon River is classified as a state and federal navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

# 11. Notice to Contractor – Contamination Beyond Construction Limits.

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following sites:

1. Station 510+30 to 512+25 from 24 feet LT of centerline to 54 feet LT of centerline.

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Matt Dickenson, 1701 N. 4<sup>th</sup> Street, Superior, WI 54880, (715) 395-3022.

stp-107-100 (20050901)

# 12. Health and Safety Requirements for Workers Remediating Petroleum Contamination.

Soil and groundwater contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products may be encountered during excavation activities. Prepare a site specific Health and Safety Plan complying with the Occupational Safety and Health Administration (OSHA) standard for Hazardous Waste Operation and Emergency Response (HAZWOPER), 29 CFR 1910.120.

All site workers taking part in remediation activities or who will have the reasonable probability of exposure of safety or health hazards associated with the hazardous material shall have completed Health and Safety training that meets OSHA requirements. Prior to the start of remediation work, submit to the engineer a site specific Health and Safety Plan, and written verification that workers will have completed up-to-date OSHA training.

Develop, delineate, and enforce the health and safety exclusions zones for each contaminated site location pursuant to 29 CFR 1910.120.

# 13. Hazardous Materials Contamination

The following sites are known or suspected to have hazardous materials contamination:

Site Name and Location	Description
Former Phillips 66 10462 STH 27 Hayward DNR BRRTS No. 03-58-000015 (Closed LUST)	Contaminated Groundwater within Construction Limits: Station 510+20 to Station 511+15, from reference line to project limit RT and LT of reference line, at an approximate depth of 6 feet below existing grade. Volatile organic compounds were detected in groundwater within project limits, including ethylbenzene (699 micrograms per liter (μg/L)), naphthalene (243 μg/L), toluene (11.8 μg/L), trichloroethene (0.82 μg/L), total trimethylbenzenes (1,329 μg/L), and total xylenes (5,620 mg/L).  Low-Level Contaminated Soil within Construction Limits: Station 510+20 to Station 511+15, from reference line to project limit RT and LT of reference line, at an approximate depth of 6 feet below existing grade. Petroleum hydrocarbons were detected in soil, including, total trimethylbenzenes (1,215 micrograms per kilogram (μg/kg)) and total xylenes (57.2 μg/kg).
Beth Grant Property 10463 STH 27 Hayward DNR BRRTS No. 03-58-000766 (Closed LUST)	Contamination beyond Construction Limits: Station 510+70 to Station 513+00, approximately 60 feet LT of reference line and beyond.

For further information regarding approval of the soil and groundwater management methods or to obtain a copy of the various hazardous materials investigation reports for this project, contact one of the following persons:

Amy Adrihan
Wisconsin Department of Transportation
1701 North 4<sup>th</sup> Street
Superior, WI 54880
Telephone: (715) 392-7972

Email: <a href="mailto:amy.adrihan@dot.wi.gov">amy.adrihan@dot.wi.gov</a>.

Kyle Wagoner AECOM Technical Services 200 Indiana Avenue Stevens Point, WI 54481 Telephone: (715) 342-3038

Email: kyle.wagoner@aecom.com

# 14. Environmental Protection – Dewatering.

#### General

Add the following to standard spec 107.18:

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

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

http://dnr.wi.gov/topic/stormwater/standards/const\_standards.html

Work includes furnishing all materials, excavation, maintenance, cleaning, disposal of surplus material and removal of the dewatering system and is incidental to contract work. (NCR 107.13-04012016)

# **Contaminated Groundwater**

The City of Hayward's waste water treatment facility prohibits the discharge of any water or wastes containing hazardous materials (i.e., gasoline, benzene, naptha, fuel oil, or other flammable or explosive liquid, solid or gas) to any public sewer (ref. Ordinance No. 210, Section 4.C.). Alternatively, the nearest licensed waste water treatment facility that accepts contaminated waste water is:

Rice Lake Utilities Waste Water Treatment Facility 1112 S. Wisconsin Avenue Rice Lake, WI 54868 Contact: Mike McGee, Superintendent

Phone: (715) 234-3681 Cell: (715) 651-0432

Email: mikem@ricelakeutilities.com

If the above facility is not selected or not available, identify an alternative licensed facility no later than 30 days prior to the start of dewatering operations in the contaminated groundwater management zone.

The department and others have completed testing for groundwater contamination at locations within and adjacent to this project where excavation is required. Based on the depth to groundwater and planned excavation depths, dewatering of petroleum hydrocarbon and VOC contaminated groundwater exceeding the DNR's Chapter NR 140 Enforcement Standards (ESs) and/or Preventive Action Limits (PALs) may be necessary during storm sewer and utilities installation at sites listed in Hazardous Materials Contamination and as shown on the plans.

If contaminated groundwater, strong petroleum odors or free-phase petroleum product, such as, gasoline floating on the water table, are encountered elsewhere within the project limits, then terminate dewatering activities in the area and notify the engineer.

Implement means and methods as necessary to accomplish dewatering and meet requirements for management of petroleum contaminated water. Dewatering means and methods implemented by the contractor, including location and depth of dewatering operations, pumping rates, length of dewatering area, and dewatering methods, such as, wells, well points, and/or sump pumps, will likely affect quantity and quality of recovered water. Employ dewatering methods and techniques in a manner that does not cause the migration of contaminants into uncontaminated areas.

Water generated from dewatering activities within the contaminated groundwater areas includes groundwater and water that may enter an excavation at ground surface, such as, rain water or storm water. Employ construction methods and techniques in a manner that will minimize the need for dewatering, and if dewatering is required, minimize the volume of water generated.

Coordinate dewatering activities within the contaminated groundwater areas under this contract with the department's engineer and environmental consultant. Do not treat, discharge or transport contaminated water off-site without prior approval from the engineer or environmental consultant.

Provide a schedule of operations in the contaminated groundwater areas to the engineer and environmental consultant at the pre-construction conference.

Provide the engineer and environmental consultant with a dewatering plan at least 45 calendar days prior to the scheduled date of beginning dewatering activities in the contaminated groundwater areas. Describe the proposed means and methods to accomplish dewatering and include scheduled start and end dates, estimated pumping rates and times, anticipated daily volumes, containerization, treatment methods and/or disposal location, and any other information pertinent to contaminated groundwater management.

Provide the engineer and environmental consultant with documentation of contaminated groundwater management and disposal within 90 calendar days after completion of construction dewatering activities.

All costs associated with dewatering activities within the contaminated groundwater areas shall be considered incidental to construction.

# 15. Notice to Contractor – Low-Level Contaminated Soil within Construction Limits.

The department has completed testing for soil contamination at locations within or adjacent to this project where excavation or grading may be required. Testing indicated low-level petroleum hydrocarbons detected below the DNR's Chapter NR 720 Residual Contaminant Levels (RCLs) may be present in soil at the sites listed in Hazardous Materials Contamination and as shown on the plans.

The methods for managing low-level contaminated soil during this project were developed in cooperation with the DNR. The methods outlined herein have been approved by the DNR's Northern Region office at 1701 North 4<sup>th</sup> Street, Superior, Wisconsin 54880.

At the pre-construction conference, provide a schedule for all excavation activities in the low-level contaminated areas to the engineer and environmental consultant.

Notify the environmental consultant at least 14 calendar days prior to commencement of excavation activities in the low-level contaminated areas.

Coordinate to ensure that the environmental consultant is present during excavation activities in the low-level contaminated soil management areas. Excavation work in the low-level contaminated soil areas shall proceed on a continuous basis until excavation work is completed.

The environmental consultant will periodically evaluate soil excavated from the low-level contaminated areas to determine if the soil is contaminated and if the soil can be reused as backfill in the area from which it was excavated. Excavated soil will be evaluated by the environmental consultant based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation. The sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated in the contaminated areas.

Low-level contaminated soil (below NR 720 RCLs) will be designated by the environmental consultant for reuse as backfill, if encountered during excavation. Soil that is both suitable and needed for backfill as determined by the engineer may be reused as backfill by placing the material beneath the pavement subgrade in the area from which it was excavated. If not reused as backfill, temporarily stockpile the soil on an impervious surface within the project limits by covering the material with impervious plastic sheeting and anchoring the plastic sheeting in place to prevent the soil from being exposed until such time as the soil is either reused as backfill or hauled to a DNR-approved landfill/bioremediation facility. The nearest DNR-approved facilities are:

Waste Management - Timberline Trail RDF N4581 Hutchinson Road Weyerhaeuser, WI 54895 Phone: (800) 963-4776

Republic Services W5118 Duck Pond Road Sarona, WI 54870 Phone: (800) 542-2124

A waste generator profile for petroleum contaminated soil excavated at sites included in this special provision must be approved by landfill/bioremediation facility selected by the contractor prior to off-site disposal. The department's environmental coordinator or the environmental consultant, acting as agent for the department, will obtain final approval(s) from the selected landfill and will provide a signature on the petroleum contaminated soil profile form for the project. Do not transport contaminated soil off-site without prior approval from the engineer or environmental consultant.

Provide billing information to the selected landfill/bioremediation facility at least 14 calendar days prior to the start of excavation in the contaminated soil area(s).

Perform this work according to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

If the landfill/bioremediation facilities listed above are not selected or are not available, identify an alternative DNR-approved landfill/bioremediation facility no later than 30 days prior to excavation in the contaminated area(s).

Excavation and reuse of low-level contaminated soil as fill within the project limits, including temporary stockpiling and associated covering, anchoring, and maintenance of the temporary stockpile, is incidental to construction in the contaminated areas and will be paid for as common excavation.

# 16. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

James Gondek, License Number All-108099, inspected Structure B-57-58 for asbestos on June 29, 2006. No Regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Matt Dickenson at (715) 395-3022 or at matthew.dickenson@dot.wi.gov

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Tara Weiss at (715) 836-2283 and DOT BTS-ESS attn: Hazardous Materials Specialist, PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- · Site Name: Structure B-57-58, STH 27 over Namekagon River
- · Site Address: STH 27 City of Hayward
- Ownership Information: Wisconsin Department of Transportation NW Region, 1701 N. 4<sup>th</sup> Street, Superior, WI 54880
- · Contact: Matt Dickenson, WisDOT Project Manager
- · Phone: (715) 395-3022
- · Age: 22 years old. This structure was constructed in 1996.
- Area: 9,120 SF of deck

Insert the following paragraph in Section 6.g.:

 If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response according to standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

107-125 (20120615)

#### 17. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

# 18. Removing Old Structure Over Waterway With Debris Capture System Station 503+26, Item 203.0700.S.01.

Conform to standard spec 203 as modified in this special provision.

Add the following to standard spec 203:

#### 203.3.6 Removals Over Waterways and Wetlands

# 203.3.6.3 Removing Old Structure Over Waterway with Debris Capture System

- (1) Remove a portion of the existing deck surface of existing Structure B-57-0058 over the Namekagon River as shown in the plans. Due to the very sensitive nature of the Namekagon River, provide a debris capture and containment system for deck removal that prevents all large pieces and virtually all other debris, including fine particles and slurry, from entering the waterway or wetland.
- (2) Submit a structure removal plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal plan without the department's written approval of the plan. Include the following information in the structure removal plan:
  - Methods and schedule to remove the structure.
  - Methods to control potentially harmful environmental impacts.
  - Methods to avoid or minimize the discharge of any pollutant to the waterway or wetland during superstructure removal.
  - Details of the debris capture and containment system for superstructure removal including contingency plans to deal with potential failures.
  - Methods to control dust and contain slurry.
  - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

Add the following Removing Old Structure bid item to standard spec 203.5.1:

ITEM NUMBER DESCRIPTION UNIT 203.0700.S.01 Removing Old Structure Over Waterway With Debris Capture System Station 503+26 LS

# 19. Abandoning Manholes, Abandoning Inlets.

Add the following to standard spec 204.3.2:

Salvage existing manhole covers (frames and lids) from sanitary and storm sewer manholes and inlet covers (frames and grates) from storm sewer inlets scheduled for abandonment. These covers will become the property of the City of Hayward. Deliver these items directly to the City Shop on Vermont Avenue. Contact John McCue at (715) 634-4612, to coordinate delivery of the salvaged manhole and inlet covers.

# 20. Removing Asphaltic Surface Milling, Item 204.0120.

Modify standard spec 204 as follows:

Removing Asphaltic Surface Milling shall include the milling of existing concrete gutter at locations as indicated on the plans.

# 21. Abandoning Sewer, Item 204.0291.S.

## **A Description**

This special provision describes abandoning existing sewer by filling it with cellular concrete as the plans show and conforming to standard spec 204 and standard spec 501 as modified in this special provision.

## **B** Materials

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.1 for Type 1 Portland Cement. Provide sand meeting the requirements of standard spec 501.2.5.3 Provide water meeting the requirements of standard spec 501.2.4.

#### **C** Construction

Fill the abandoned sewer pipe with cellular concrete as the engineer directs. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

#### **D** Measurement

The department will measure Abandoning Sewer in volume by the cubic yard as specified in standard spec 109.1.3.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT204.0291.SAbandoning SewerCY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary. stp-204-050 (20080902)

# 22. QMP HMA Pavement Nuclear Density.

# **A Description**

Replace standard spec 460.3.3.2 (1) and standard spec 460.3.3.2 (4) with the following:

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  - 1. Selection of test sites.
  - 2. Testing.
  - 3. Necessary adjustments in the process.
  - 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures.

## https://wisconsindot.gov/rdwy/cmm/cm-08-00toc.pdf

(4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

http://www.atwoodsystems.com/

#### **B** Materials

#### **B.1 Personnel**

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

#### **B.2 Testing**

(1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter position. Perform each test for 4 minutes of nuclear gauge count time.

## **B.3 Equipment**

#### **B.3.1 General**

(1) Furnish nuclear gauges from the department's approved product list at

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

(2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.

(3) Before each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

Materials Management Section 3502 Kinsman Blvd. Madison, Wisconsin 53704 Telephone: (608) 243-5998

# **B.3.2 Comparison of Nuclear Gauges**

## **B.3.2.1 Comparison of QC and QV Nuclear Gauges**

- (1) Select a representative section of the compacted pavement before or on the first day of paving for the comparison process. The section does not have to be the same mix design.
- (2) Compare the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the comparison on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft<sup>3</sup>. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft<sup>3</sup> and repeat comparison process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable comparison tolerances to perform density testing on the project.

# **B.3.2.2 Comparison Monitoring**

- (1) After performing the gauge comparison specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform comparison monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft³ of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

# **B.4 Quality Control Testing and Documentation**

#### **B.4.1 Lot and Sublot Requirements**

# **B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances**

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.

- (5) Randomly select test locations for each sublot as specified in CMM 8.15 before paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests before opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

	1~	4
120	112	

Lane Width	No. of Tests	Transverse Location
5 ft or less	1	Random
Greater than 5 ft to 9 ft	2	Random within 2 equal widths
Greater than 9 ft	3	Random within 3 equal widths

#### B.4.1.2 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one sublot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.
- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per sublot and perform the number of random tests as specified in Table 2.

Table 2

Side Roads, Turn Lanes, Crossovers, Ramps, Roundabouts: Sublot/Layer tonnage	Minimum Number of Tests Required
25 to 100 tons	1
101 to 250 tons	3
251 to 500 tons	5
501 to 750 tons	7

# **B.4.2 Pavement Density Determination**

#### **B.4.2.1 Mainline Traffic Lanes and Appurtenances**

- (1) Calculate the average sublot densities using the individual test results in each sublot.
- (2) If all sublot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any sublot average is more than one percent below the target density, do not include the individual test results from that sublot when computing the lot average density and remove that sublot's tonnage from the daily quantity for incentive. The tonnage from any such sublot is subject to disincentive pay as specified in standard spec 460.5.2.2.

# **B.4.2.2 Mainline Shoulders**

#### B.4.2.2.1 Width Greater Than 5 Feet

(1) Determine the pavement density as specified in B.4.2.1.

## B.4.2.2.2 Width of 5 Feet or Less

- (1) If all sublot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a sublot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

#### B.4.2.3 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

(1) Determine the pavement density as specified in B.4.2.1.

#### **B.4.2.4 Documentation**

(1) Document QC density test data as specified in CMM 8.15. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

#### **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted sublot. Testing in a previously accepted sublot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full sublot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the sublot and lot densities.
- (6) If 2 consecutive sublot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

# **B.5 Department Testing**

#### **B.5.1 Verification Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one sublot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected sublot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft³ of the QC sublot average, use the QC tests for acceptance.
- (5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC sublot averages differ by more than 1.0 lb/ft<sup>3</sup> after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

#### **B.5.2 Independent Assurance Testing**

(1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

# **B.6 Dispute Resolution**

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.
- (2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV sublot density test results or retesting of the sublot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

## **B.7 Acceptance**

- (1) The department will not accept QMP HMA Pavement Nuclear Density if a non-compared gauge is used for contractor QC tests.
  - C (Vacant)
  - D (Vacant)
  - **E** Payment

#### **E.1 QMP Testing**

(1) Costs for all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the Non-performance of QMP administrative item.

#### E.2 Disincentive for HMA Pavement Density

(1) The department will administer density disincentives as specified in standard spec 460.5.2.2.

#### E.3 Incentive for HMA Pavement Density

(1) The department will administer density incentives as specified in standard spec 460.5.2.3. stp-460-020 (20161130)

# 23. Polymer Overlay, Item 509.5100.S.

#### **A Description**

This special provision describes providing two layers of a two-component polymer overlay system to the bridge decks the plans show.

#### **B** Materials

#### **B.1** General

Furnish materials specifically designed for use over concrete bridge decks. Furnish polymer liquid binders from the department's approved product list.

# **B.2 Polymer Resin**

Furnish a polymer resin base and hardener composed of two-component, 100 percent solids, 100 percent reactive, thermosetting compound with the following properties:

Property	Requirements	Test Method
Gel Time <sup>[1]</sup>	15 - 45 minutes @ 73° to 75° F	ASTM C881
Viscosity <sup>[1]</sup>	7 - 70 poises	ASTM D2393, Brookfield RVT, Spindle No. 3, 20 rpm
Shore D Hardness <sup>[2]</sup>	60-75	ASTM D2240
Absorption <sup>[2]</sup>	1% maximum at 24 hr	ASTM D570
Tensile Elongation <sup>[2]</sup>	30% - 70% @ 7 days	ASTM D638
Tensile Strength <sup>[2]</sup>	2000 to 5000 psi @ 7 days	ASTM D638
Chloride Permeability <sup>[2]</sup>	<100 coulombs @ 28 days	AASHTO T277

<sup>[1]</sup> Uncured, mixed polymer binder

Ensure that the polymer resin when mixed with aggregate has the following properties:

Property	Requirement <sup>[1]</sup>	Test Method
Minimum Compressive Strength	1,000 psi @ 8 hrs 5,000 psi @ 24 hrs	ASTM C579 Method B, Modified <sup>[2]</sup>
Thermal Compatibility	No Delaminations	ASTM C884
Minimum Pull-off Strength	250 psi @ 24 hrs	ASTM C1583

<sup>[1]</sup> Based on samples cured or aged and tested at 75°F

# **B.3 Aggregates**

Furnish natural or synthetic aggregate that is non-polishing; clean; free of surface moisture; fractured or angular in shape; free from silt, clay, asphalt, or other organic materials; and conform to the following:

# **Aggregate Properties**

Property	Requirement	Test Method
Moisture Content <sup>[1]</sup>	1/2 of the measured aggregate absorption, %	ASTM C566
Hardness	³ 6.5	Mohs Scale
Fractured Faces	100% with at least 1 fractured face and 80% with at least 2 fractured faces of material retained on No.16	ASTM D5821
Absorption	≤1%	ASTM C128

<sup>[1]</sup> Sampled and tested by the department before placement.

# Gradation

Sieve Size	% Passing by Weight
No. 4	100
No. 8	30 – 75
No. 16	0 – 5
No. 30	0 – 1

<sup>[2]</sup> Cured, mixed polymer binder

Plastic inserts that will provide 2-inch by 2-inch cubes shall be placed in the oversized brass molds.

# **B.4** Approval of Bridge Deck Polymer Overlay System

A minimum of 20 working days before application, submit product data sheets and specifications from the manufacturer, and a certified report of test or analysis from an independent laboratory to the engineer for approval. The department will sample and test the aggregates for gradation and moisture content before placement. If requested, supply the department with samples of the polymer for the purpose of acceptance testing.

# **B.4.1 Product Data Sheets and Specifications**

Product data sheets and specifications from the manufacture consists of literature from the manufacturer showing general instructions, application recommendations/methods, product properties, general instructions, or any other applicable information.

# **B.4.2 Certified Report of Test or Analysis**

Conform to the following:

<u>Polymer Binder:</u> Submit a certified report of test or analysis from an independent laboratory dated less than 3 years before the date of the project letting showing the polymer binder meets the requirements of section B.2.

<u>Aggregates:</u> Submit a certified report of test or analysis from an independent laboratory dated less than 6 months before the date of the project letting showing the aggregates meet the requirements of section B.3.

#### **C** Construction

#### C.1 General

Ensure that the overlay system is 1/4 inch thick or thicker.

Conform to the following:

<u>Field Review:</u> Conduct a field review of the existing deck to identify any possible surface preparation and material compatibility issues.

<u>Pre-Installation Meeting</u>: Conduct a pre-installation meeting with the manufacturer's representative and the engineer before construction. Discuss the field review findings, verification testing of the surface preparation and establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer a copy of the recommended procedures and apply the overlay system according to the manufacturer's instructions. Supply for the engineer's use for the duration of the project, a Concrete Surface Profile (CSP) chip set of 10 from the International Concrete Repair Institute (ICRI).

<u>Manufacturer's Representative:</u> An experienced manufacturer's representative familiar with the overlay system installation procedures shall be present at all times during surface preparation and overlay placement to provide quality assurance that the work is being performed properly. This requirement may be reduced at the engineer's discretion.

<u>Material Storage</u>: Store and handle materials according to the manufacturer's recommendations. Store resin materials in their original containers in a dry area. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

# C.2 Deck Preparation

#### C.2.1 Deck Repair

Remove all asphaltic patches and unsound or disintegrated areas of the concrete decks as the plans show, or as the engineer directs. Work performed to repair the concrete deck will be paid for under other items. Ensure that products used for deck patching are compatible with the polymer overlay system.

NOTE: Some polymer systems require concrete patch material to be in place a minimum of 28-days before overlaying - contact polymer manufacturer before completing deck patching/repair.

# C.2.2 Surface Preparation

Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface profile meeting CSP 5 (medium-heavy shotblast) according to the ICRI Technical Guideline No. 310.2. If the engineer requires additional verification of the surface preparation, test the tensile bond strength according to ASTM C1593. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of 1/4 inches or more is greater than 50 percent of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained.

Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours before the application of the overlay system.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by the shot and sand blasting operations and from materials adhering and entering. Tape or form all construction joints to provide a clean straight edge.

Before shot blasting, remove pavement markings within the treatment area using an approved mechanical or blasting method.

Prepare the vertical concrete surfaces adjacent to the deck a minimum of 2" above the overlay according to SSPC-SP 13 (free of contaminants, dust, and loose concrete) by sand blasting, using wire wheels, or other approved method.

Just before overlay placement, clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces with compressed air. When using compressed air, the air stream must be free of oil. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. If prepared surfaces (including the first layer of the polymer overlay) are exposed to rain or dew, lightly sandblast (brush/breeze blast) the exposed surfaces.

The engineer may consider alternate surface preparation methods per the overlay system manufacture's recommendations. The engineer will approve the final surface profile and deck cleanliness before the contractor placing the polymer overlay.

# C.2.3 Transitional Area

If the plans show, create a transitional area approaching transverse expansion joints and ends of the deck using an approved mechanical or blasting method. Remove 1/4 inch to 5/16 inch of concrete adjacent to the joint or end of deck and taper a distance of 3 feet.

If the plans show, create a transitional area on the approach pavement. Prep and place the first lift 3 feet beyond the end of the deck the same width as the deck. Prep and place the second lift 6 feet beyond the end of the deck the same width as the deck.

# **C.3 Overlay Application**

Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results according to the manufacturer's instructions. Do not apply the overlay system if any of the following exists:

- 1. Ambient air temperature is below 50 F or above 100 F.
- 2. Deck temperature is below 50 F.
- 3. Moisture content in the deck exceeds 4.5 percent when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured according to ASTM D4263.
- 4. Rain is forecasted during the minimum curing periods listed under C.5.
- 5. Materials component temperatures below 65 F or above 99 F.
- 6. Concrete age is less than 28 days unless approved by the engineer.
- 7. The deck temperature exceeds 100 F.
- 8. If the gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only necessary surface preparation and overlay application equipment will be allowed on the deck. Provide appropriate protective measures to prevent contamination from equipment allowed on the deck during preparation and application operations. Begin overlay placement as soon as possible after surface preparation operations.

The polymer overlay shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Apply the polymer and aggregate according to the manufacturer's requirements. Apply the overlay using equipment designed for this purpose. The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a method that provides a uniform, consistent coverage of aggregate and minimizes aggregate rolling or bouncing into final position. First course applications that do not receive enough aggregate before the polymer gels shall be removed and replaced. A second course applied with insufficient aggregate may be left in place, but will require additional applications before opening to traffic.

After completion of each course, cure the overlay according to the manufacturer's instructions. Follow the minimum cure times listed under C.5 or as prescribed by the manufacturer. Remove the excess aggregate from the surface treatment by sweeping, blowing, or vacuuming without tearing or damaging the surface; the material may be re-used if approved by the engineer and manufacturer. Apply all courses of the overlay system before opening the area to traffic. Do not allow equipment or traffic on the treated area until directed by the engineer.

After the first layer of coating has cured to the point where the aggregate cannot be pulled out, apply the second layer. Before applying the second layer, broom and blow off the first layer with compressed air to remove all loose excess aggregate.

Before opening to traffic, clean expansion joints and joint seals of all debris and polymer. A minimum of 3 days following opening to traffic, remove loosened aggregates from the deck, expansion joints, and approach pavement.

# C.4 Application Rates

Apply the polymer overlay in two separate courses according to the manufacturer's instructions, but not less than the following rate of application.

Course	Minimum Polymer Rate <sup>[1]</sup> (GAL/100 SF)	Aggregate <sup>[2]</sup> (LBS/SY)
1	2.5	10+
2	5.0	14+

<sup>[1]</sup> The minimum total applications rate is 7.5 GAL/100 SF.

# **C.5 Minimum Curing Periods**

As a minimum, cure the coating as follows:

	Average temperature of deck, polymer and aggregate components in degrees F							
Course	50-54	55-59	60-64	65-69	70-74	75-79	80-84	85-99
1	6 hrs.	5 hrs.	4 hrs.	3 hrs.	2.5 hrs	2 hrs	1.5 hrs.	1 hr.
2	8 hrs.	6.5 hrs.	6.5 hrs.	5 hrs.	4 hrs.	3 hrs.	3 hrs.	3 hrs.

If faster cure times are desired and achievable, submit to the engineer a certified test report from an independent laboratory showing the material is able to reach a compressive strength of 1000 psi as tested per ASTM C 579 Method B within the temperature ranges and cure times for which the product is proposed to be placed. Establish ambient air, material, and substrate temperatures from the manufacturer for field applications. Field applications will not be allowed below the documented temperatures.

# C.6 Repair of Polymer Overlay

Repair all areas of unbonded, uncured, or damaged polymer overlay for no additional compensation. Submit repair procedures from the manufacturer to the engineer for approval. Absent a manufacturer's repair procedures and with the approval of the engineer, complete repairs according to the following: Saw cut the limits of the area to the top of the concrete; remove the overlay by scarifying, grinding, or other approved methods; shot blast or sand blast and air blast the concrete before placement of polymer overlay; and place the polymer overlay according to section C.3.

# **D** Measurement

The department will measure Polymer Overlay by the square yard, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNIT509.5100.SPolymer OverlaySY

Payment is full compensation for preparing the surface; for tensile bond testing; for creating the transitional area; for providing the overlay; for cleanup; and for sweeping/vacuuming and disposing of excess materials.

Application of aggregate shall be of sufficient quantity to completely cover the polymer.

The department will pay separately for Concrete Deck Repair.

stp-509-030 (20170615)

# 24. Cleaning Parapets, Item 509.9050.S.

# A Description

This special provision describes cleaning the inside faces and top surface of the concrete parapet as the plans show and as the engineer directs.

# B (Vacant)

# **C** Construction

# **C.1 Blast Cleaning Operation**

Blast clean the inside face and top surface of the concrete parapet according to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as the engineer directs. Before abrasive blast cleaning operations are to begin for the entire bridge parapet, prepare a representative trial area on the parapet concrete surface, and have the method of blast cleaning approved by the engineer.

# **C.2 Water Cleaning Operation**

After abrasive blast cleaning operations are completed, clean the prepared parapet surface with water according to ASTM D4258. Remove with this water cleaning all dust and loose material from the parapet inside face and top that is to be coated with pigmented surface sealer. Provide an adequate drying time of the parapet inside face and top surface of at least 24 hours before coating with the pigmented surface sealer. Remove all loose concrete, dirt, dust, or blast material that remains on the bridge deck, as the engineer directs.

#### **D** Measurement

The department will measure Cleaning Parapets in length by the linear foot of parapet, acceptably cleaned.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT509.9050.SCleaning ParapetsLF

Payment is full compensation for abrasive blast cleaning; for water cleaning; and for all additional cleanup of the concrete surface and surrounding bridge deck area.

stp-509-050 (20151210)

# 25. Removing Signs Type II, Item 638.2602.

This work shall be according to the pertinent requirements of standard spec 638 and as provided here.

Type II signs are the department's property. All department signs removed, and not identified for reuse, shall be separated, plywood from aluminum signs, and the aluminum signs shall be palletized for shipment and handling with a forklift. Contact DTSD Sign Shop Coordinator Steve Allard at (715) 577-1259 at least 3 business days prior to delivery to coordinate shipment to be delivered to the DTSD Sign Shop Distribution Center at one of the following locations:

Dunn County Highway Shop, 3303 USH 12 East, Menomonie, WI 54751

LaCrosse County Highway Shop, 301 Carlson Rd, West Salem, WI 54669

Price County Highway Shop, 704 N. Lake Ave, Phillips, WI 54555

Washburn County Highway Shop, 1600 CTH H, Spooner, WI 54801

Wood County Highway Shop, 555 17th Ave North, Wisconsin Rapids, WI 54495

# 26. Traffic Signals, General.

Notify the department's Electrical Field Unit at (715) 577-5399 to coordinate the inspection at least three weeks prior to the beginning of the traffic signal work. The department's Regional Electrical personnel will perform the inspection.

Electrical item inspections are required at the following times: after the staking of all electrical underground items, islands, curb and gutter and medians; during loop detector placement; before the pouring of all lighting, signal, and cabinet bases; before cable and wire are pulled; during field terminations at signal and lighting bases; and prior to the installation of any poles, standard, or other above ground electrical items.

Request electrical inspections of the completed signal and lighting work to the engineer at least five working days prior to the time of the required inspection.

# **Department Furnished Equipment**

The northwest region electrical unit will complete all connections inside the signal cabinet. The contractor shall provide all stainless steel banding materials and incidental items necessary for installation.

# **Department Equipment Installation**

The department will furnish and install the traffic signal controller and cabinet. The contractor shall pull all wire to the traffic signal base. The northwest region electrical unit will complete all connections inside the traffic signal cabinet.

# 27. Traffic Signal Face 3S 12-Inch, Item 658.0173; Traffic Signal Face 4S 12-Inch, Item 658.0174.

Replace standard spec 658.2, paragraph (2) with the following:

- (2) Furnish materials from the department's QPL as follows:
  - Traffic signal faces including signal housing, retroreflective backplates, backplates, and LED modules.
  - Pedestrian signal faces including signal housing and LED modules.
  - Pedestrian push buttons.
  - Cable assembly signal mounting hardware.

# 28. Abandon Existing Water Main, Item SPV.0060.01.

# **A Description**

This special provision describes abandoning existing piping by sealing the ends of the pipe as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

# **B** Materials

Concrete for sealing ends of pipe shall be any grade of concrete as specified in standard spec 501.3.1.3.

#### **C** Construction

Thoroughly clean the end of the pipe at the location to be sealed. Seal end of pipe with a minimum 2 feet plug of concrete.

Place and compact backfill as specified for water main pipe.

# **D** Measurement

The department will measure Abandon Existing Water Main as each individual pipe seal, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Abandon Existing Water MainEACH

Payment is full compensation for excavating and exposing the end of the pipe to be abandoned; for cleaning the pipe and installing a concrete plug; and for backfilling the excavation.

# 29. Salvage Existing Hydrant, Item SPV.0060.02.

# **A Description**

This special provision describes removing and salvaging existing hydrants as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

# B (Vacant)

#### **C** Construction

Excavate the existing hydrant following abandonment of the connecting water main, remove the fire hydrant from the connecting pipe, cap the connecting pipe with a mechanical joint cap or plug the pipe with a minimum of one foot of cast-in-place concrete, and backfill the excavation with excavated material. Place and compact backfill as specified for water main pipe.

Removed hydrants shall be salvaged to the City of Hayward. Deliver hydrants to the City Shop on Vermont Avenue. Contact John McCue at (715) 634-4612 to coordinate delivery.

#### **D** Measurement

The department will measure Salvage Existing Hydrant as each individual hydrant acceptably salvaged.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.02Salvage Existing HydrantEACH

Payment is full compensation for excavating; for removing the existing hydrant, plugging or capping of the existing main, and delivering the hydrant to the designated site; and for backfilling the excavation.

# 30. Remove and Reinstall Hydrant, Item SPV.0060.03.

# **A Description**

This special provision describes removing existing hydrant and reinstalling it at a new location as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

# **B** Materials

Conform bedding and backfill materials to the requirements for water main pipe.

#### **C** Construction

Excavate the existing hydrant, remove the hydrant from the connecting pipe, cap the connecting pipe with a mechanical joint cap, and backfill the excavation with excavated material. Place and compact backfill as specified for water main pipe.

Set relocated hydrant in a plumb condition at location shown on plans to flange elevation indicated. Furnish offset fittings and hydrant extensions as incidentals to provide for flange elevation specified. Deviations from flange elevations of up to plus or minus 3 inches will be allowed. Install pumper nozzle of fire hydrant pointing toward street. Place approximately 1/2 cubic yard of clean, washed bedding stone from bottom of trench around hydrant elbow and up hydrant barrel. Take care to allow hydrant weep hole to freely drain into this stone pocket. Place and compact backfill as specified for water main pipe.

# **D** Measurement

The department will measure Remove and Reinstall Hydrant as each individual hydrant, acceptably reinstalled.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.03Remove and Reinstall HydrantEACH

Payment is full compensation for excavating; for removing the existing hydrant, plugging of the existing main, furnishing and installing gravel pocket and any offset fittings and extensions required, and reinstalling the hydrant at a new location; and for backfilling the excavations.

# 31. Abandon Existing Hydrant, Item SPV.0060.04.

# **A Description**

This special provision describes abandoning existing hydrants as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

#### B (Vacant)

#### **C** Construction

Excavate the existing hydrant following abandonment of the connecting water main to a minimum of 2 foot below finished grade. Cut hydrant from riser. Fill riser with sand and plug opening with a minimum of one foot of cast-in-place concrete. Backfill the excavation with excavated material. Place and compact backfill as specified for water main pipe.

Removed portion of hydrant shall be salvaged to the City of Hayward. Deliver hydrant to the City Shop on Vermont Avenue. Contact John McCue at (715) 634-4612 to coordinate delivery.

#### **D** Measurement

The department will measure Abandon Existing Hydrant as each individual hydrant, acceptably abandoned.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.04Abandon Existing HydrantEACH

Payment is full compensation for excavating; for removing designated portion of existing hydrant, plugging or capping of the remaining portion of hydrant, and disposing of removed materials; and for backfilling the excavation.

# 32. Abandon Existing Valve, Item SPV.0060.05.

# **A Description**

This special provision describes abandoning existing valves as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

# B (Vacant)

# **C** Construction

Close valve. Excavate, remove, and dispose of existing valve box. Abandon valve in place. Backfill and compact excavation with excavated material.

# **D** Measurement

The department will measure Abandon Existing Valve as each individual valve, acceptably abandoned.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.05Abandon Existing ValveEACH

Payment is full compensation for abandoning valve in place; for removing and disposing of valve box; and for all excavating and backfilling.

# 33. Valve and Box 6-Inch, Item SPV.0060.06;

Valve and Box 10-Inch, Item SPV.0060.07;

Valve and Box 12-Inch, Item SPV.0060.08.

# **A Description**

This special provision describes furnishing and installing valves and boxes on water mains as shown on the plans and as hereinafter provided.

#### **B** Materials

Gate Valves: Provide resilient-seated gate valves conforming to AWWA C509 or AWWA C515 and designed for 200 psi working pressure. Equip valves with a 2-inch square operating nut opening counterclockwise and mechanical joint ends. Valves shall be manufactured by American Flow Control, Clow, Kennedy, Mueller, or approved equal.

Valve Boxes: Provide cast iron screw type valve boxes suitable for type of valve, allowing adjustment up to 2 ft.; with sections sufficient to extend up and terminate at finished grade. Mark stay put covers with "Water".

Valve Box Adaptors: Gate valves shall be provided with a valve box adaptor to prevent settling or shifting of valve box; Adaptor, Inc., or approved equal.

Paving Extension Rings: Cast iron paving extension rings for raising valve box covers prior to placement of final lift of asphalt. Provide rings intended for non-rocking applications. Provide Neenah R-1979 Series, or approved equal.

Conform bedding and backfill materials to the requirements for water main pipe.

#### **C** Construction

Set valve in place as detailed on plans. Install valve box so that it does not transmit shock or stress to valve and is centered and plumb over wrench nut of valve.

In non-pavement areas, adjust box cover flush with finished surface.

In pavement areas, adjust valve boxes as follows.

- 1. Prior to Placement of Asphalt Binder Course: Adjust valve box to asphalt binder course grade by adjusting top section of box.
- 2. Prior to Placement of Asphalt Surface Course: Install paving extension ring to adjust valve box to required elevation.

Backfill valve box to one foot above bonnet of valve with water main cover material. Place and compact backfill as specified for water main pipe.

#### **D** Measurement

The department will measure Valve and Box (diameter) as each individual valve and box, acceptably completed.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Valve and Box 6-Inch	EACH
SPV.0060.07	Valve and Box 10-Inch	EACH
SPV.0060.08	Valve and Box 12-Inch	EACH

Payment is full compensation for furnishing and installing the valve, valve box, valve box adaptor, and paving extension ring; and for all excavating and backfilling.

# 34. Hydrant, Item SPV.0060.09.

#### **A Description**

This special provision describes furnishing and installing hydrants as shown on the plans and as hereinafter provided.

#### **B** Materials

Provide hydrants conforming to AWWA C502 with 5 inch minimum main valve opening, 6-inch mechanical joint inlet compatible with joint restraint method selected by the contractor, two 2-1/2 inch national standard hose connections, one 4-1/2 inch national standard pump connection, and 1-1/2 (point to flat) inch pentagon operating nut opening counterclockwise. Paint hydrants with heavy-duty exterior enamel in color selected by local fire department. Provide hydrants with depth of bury to match indicated water main depth. Hydrants shall be American Flow Control "Waterous Pacer", with 16-inch upper standpipe and break away flange; no substitutions allowed.

Conform bedding and backfill materials to the requirements for water main pipe.

#### C Construction

Set fire hydrant in a plumb condition at location shown on plans to flange elevation indicated. Furnish offset fittings, hydrant extensions, or hydrants of different bury depths as incidentals to provide for flange elevation specified. Deviations from flange elevations of up to plus or minus 3 inches will be allowed. Install pumper nozzle of fire hydrant pointing toward street. Place approximately 1/2 cubic yard of clean, washed bedding stone from bottom of trench around hydrant elbow and up hydrant barrel. Take care to allow hydrant weep hole to freely drain into this stone pocket. Place and compact backfill as specified for water main pipe.

#### **D** Measurement

The department will measure Hydrant as each individual hydrant, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.09 Hydrant EACH

Payment is full compensation for furnishing and installing the hydrant, gravel pocket, and any offset fittings or extensions required; and for all excavating and backfilling.

# 35. Connect to Existing Water Main, Item SPV.0060.10.

#### **A Description**

This special provision describes connecting new water main to existing water main as shown on the plans and as hereinafter provided.

#### **B** Materials

Conform materials required for connection to existing water main to the requirements of ductile iron water main fittings including mechanical joint cutting-in sleeves, plugs, and couplings.

# **C** Construction

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

#### **D** Measurement

The department will measure Connect to Existing Water Main as each individual connection, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.10Connect to Existing Water MainEACH

Payment is full compensation for the connection of new water main to existing water main including excavating and exposing existing water main; coordination with local water utility; notifications to affected properties; for furnishing and installing required fittings and couplings; and for backfilling the excavation.

# 36. Corp Stop Curb Stop and Box 1-Inch, Item SPV.0060.11; Corp Stop Curb Stop and Box 2-Inch, Item SPV.0060.12.

#### **A** Description

This special provision describes furnishing and installing water service corporation (corp) stops at water main and curb stops and boxes for water services as shown on the plans and as hereinafter provided.

# **B** Materials

For corporation stops serving as shutoff valves on service taps on main, provide stops conforming to AWWA C800 and having compression joint outlet; Mueller or Ford; no substitutions allowed. Provide service saddle for all taps; Smith Blair 372, or approved equal.

Curb stops serving as shutoff valves near property line on services shall conform to AWWA C800 and shall have resilient seal compression type joints; Mueller "Mark II Oriseal" or Ford ball style; no substitutions allowed.

Curb stop boxes shall be cast iron, minimum 1-1/4 inch inside diameter, Minneapolis pattern, with 7 to 8 foot extension. Lids shall be cast iron with pentagon bolt.

In conforming to AWWA C800, any brass parts of corporation stops and curb stops in contact with potable water shall be made of "no lead" brass having a lead content less than or equal to 0.25% by weight. A marking identifying the "no lead" content shall be cast or permanently stamped on stops.

Conform bedding and backfill materials to the requirements for water service pipe.

#### C Construction

Install corporation stop, curb stop, and box in conjunction with water service pipe to reconnect existing water services from water mains to be abandoned to new water mains, and to provide new water services to empty lots as shown on the plans or as directed by the engineer in the field. Install corporation stops between the mid line of the main and the center of the upper quadrant of the main on the same side as the building being serviced. Install corporation stops under pressure using a tapping machine. The machine shall be capable of retrieving coupon and cuttings.

Locate curb stops as indicated on the plans. Install stop boxes in a plumb condition and check that they are free from sand or other debris and fully operational. Reset boxes to match adjacent ground or sidewalk at the time of sidewalk and terrace finishing.

Place and compact backfill as specified for water service pipe.

#### **D** Measurement

The department will measure Corp Stop Curb Stop and Box (diameter) as each individual corporation stop, curb stop, and curb stop box, acceptably completed.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Corp Stop Curb Stop and Box 1-Inch	EACH
SPV.0060.12	Corp Stop Curb Stop and Box 2-Inch	EACH

Payment is full compensation for furnishing and installing the corporation stop, curb stop, and curb stop box; and for all excavating and backfilling.

# 37. Construction Staking Water Main Structure, Item SPV.0060.13.

#### **A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for water main structures. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

# B (Vacant)

# **C** Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate mainline valve, curb stop, and hydrant stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

# **D** Measurement

The department will measure Construction Staking Water Main Structure by each individual structure, acceptably staked.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Construction Staking Water Main Structure	EACH

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

# 38. Adjust Existing Casting, Item SPV.0060.14.

#### **A Description**

This special provision describes adjusting existing sanitary manhole covers (castings) as shown on the plans, and according to the applicable provisions of standard spec 611 and as hereinafter provided.

#### **B** Materials

Adjusting Rings: Expanded polypropylene grade adjusting rings manufactured using high compression molding process to produce rings with a finished density of 7.5 pcf. Include manufacturer's adhesive/sealant. Provide Cretex "Pro-Ring"; no substitutions allowed.

#### C Construction

Adjust manhole castings to grade shown for finished pavement by removing existing casting, adding or removing adjusting rings, and reinstalling casting.

Join adjusting rings to each other and to casting using adjusting ring manufacturer's recommended adhesive/sealant.

#### **D** Measurement

The department will measure Adjust Existing Casting as each individual casting, acceptably adjusted.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.14Adjust Existing CastingEACH

Payment is full compensation for providing all required materials, exclusive of frame and lid designated for adjusting; and for removing, reinstalling and adjusting the casting.

# 39. Connect to Existing Sanitary, Item SPV.0060.15.

# **A Description**

This special provision describes connecting new sanitary sewer to existing sanitary sewer or to an existing sanitary manhole as shown on the plans and as hereinafter provided.

#### **B** Materials

Provide couplings to connect new pipe to existing pipe which comply with ASTM C1173 and have a rubber or elastomeric sleeve and stainless steel band assembly fabricated to mate with outer diameter of pipes to be joined. If the upstream pipe has a larger diameter than the downstream pipe to which it is to be joined, provide an eccentric pipe fitting if required to maintain a pipe invert continuously sloped in the downstream direction.

Provide flexible manhole connector (boot) complying with ASTM C923 to connect new pipe to existing manhole.

#### **C** Construction

Make connections to existing sanitary sewer at the locations shown on the plans. Excavate to expose existing sanitary pipe at the location of connection to determine exact location and elevation of the existing pipe. Make connection by installing coupling according to manufacturer's recommendations.

Make connections to existing sanitary sewer manholes at the locations shown on the plans. Excavate to expose existing sanitary manhole at the location of connection. Core drill required opening in existing riser. Install new pipe in flexible manhole connector (boot). If a boot cannot be retrofit to manhole, use waterstop and hydraulic cement to waterproof the connection.

Place and compact backfill as specified for sanitary sewer pipe.

#### **D** Measurement

The department will measure Connect to Existing Sanitary as each individual connection, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.15Connect to Existing SanitaryEACH

Payment is full compensation for the connection of new sanitary sewer main to existing sanitary sewer main or existing sanitary manhole including all couplings, connectors, fittings, and miscellaneous materials required for the connection; and for all excavating and backfilling.

# 40. Sanitary Manhole Covers Type J-S, Item SPV.0060.16.

# **A Description**

This special provision describes furnishing and installing sanitary sewer manhole covers (castings), including adjusting rings and paving extension rings, on sanitary sewer manholes as shown on the plans, and according to the applicable provisions of standard spec 611 and as hereinafter provided.

# **B** Materials

Manhole Covers: Covers meeting the requirements for Type J-Special.

Adjusting Rings: Expanded polypropylene grade adjusting rings manufactured using high compression molding process to produce rings with a finished density of 7.5 pcf. Include manufacturer's adhesive/sealant. Provide Cretex "Pro-Ring"; no substitutions allowed.

# **C** Construction

Bring manhole cover flush with the designated finished grade with 6 to 12 inches of adjusting rings, each ring being 4 inches or less. Join adjusting rings to each other and to manhole and casting using adjusting ring manufacturer's recommended adhesive/sealant.

Take care during subsequent construction activities to not disturb the water tight integrity of the manhole cover adjustment. Reset any disturbed covers according to these provisions.

# **D** Measurement

The department will measure Sanitary Manhole Covers Type J-S as each individual casting, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.16Sanitary Manhole Covers Type J-SEACH

Payment is full compensation for all materials and work including furnishing and installing new casting, adjusting rings, and joint materials.

# 41. Wye 8 x 6-Inch, Item SPV.0060.17; Wye 10 x 6-Inch, Item SPV.0060.18.

# **A Description**

This special provision describes furnishing and installing sanitary sewer wyes as shown on the plans and as hereinafter provided.

#### **B** Materials

Wyes shall be in-line type fittings consisting of a standard or short length of the specified main sewer material with a factory fabricated spur attached. Joining of spur to main line pipe shall provide strength, water-tightness, and a flush inside surface of the main line pipe.

Fittings where laterals will not be extended shall be blocked with manufacturer's standard or other approved stoppers, suitable to withstand pressure of leakage tests.

Conform bedding and backfill materials to the requirements for sanitary sewer pipe.

#### C Construction

Install wye connections at locations shown or at locations designated by the engineer. Install wye fittings at an angle of 45 deg up from the horizontal, unless otherwise indicated. Place and compact backfill materials as specified for sanitary sewer pipe.

# **D** Measurement

The department will measure Wye (size) as each individual wye, acceptably installed.

# **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.17
 Wye 8 x 6-Inch
 EACH

 SPV.0060.18
 Wye 10 x 6-Inch
 EACH

Payment is full compensation for furnishing and installing wye; and for all excavating and backfilling.

# 42. Tracer Wire Access Box, Item SPV.0060.19.

# **A Description**

This special provision describes furnishing and installing access boxes for sanitary lateral pipe tracer wire as shown on the plans and as hereinafter provided.

#### **B** Materials

Non-traffic rated ABS plastic access box with cast iron rim and lid, flared base, 2-1/2 in. shaft diameter, and minimum 18 in. shaft length. Lid shall be locked and opened with standard pentagon head key wrench and shall be marked "SEWER". Two stainless steel terminal screws for attachment of tracer wire shall be mounted on underside of lid. Provide Bingham & Taylor "Cathodic Test Box", Copperhead Industries "SnakePit Test Station", Valvco "Tracer Wire Access Box", or approved equal.

#### **C** Construction

Install access boxes in conjunction with sanitary service pipe tracer wire as described in "Sanitary Lateral PVC (diameter)" special provision. Place and compact backfill as specified for sanitary lateral pipe.

# **D** Measurement

The department will measure Tracer Wire Access Box as each box, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.19Tracer Wire Access BoxEACH

Payment is full compensation for furnishing and installing the access box for sanitary lateral pipe tracer wire; and for all excavating and backfilling.

# 43. Construction Staking Sanitary Structure, Item SPV.0060.20.

# **A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for sanitary structures. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

#### B (Vacant)

#### **C** Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate sanitary manhole and sanitary lateral tracer wire access box stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

#### **D** Measurement

The department will measure Construction Staking Sanitary Structure by each individual structure, acceptably staked.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.20Construction Staking Sanitary StructureEACH

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

# 44. Water Main PVC 6-Inch, Item SPV.0090.01; Water Main PVC 10-Inch, Item SPV.0090.02; Water Main PVC 12-Inch, Item SPV.0090.03.

# **A Description**

This special provision describes furnishing and installing PVC water main as shown on the plans and as hereinafter provided.

#### **B** Materials

# **B.1** Pipe

Clearly mark all pipe and materials used in performance of the work as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.

Provide PVC water main pipe conforming to AWWA C900, Pressure Class 235, SDR-18, cast iron O.D., with elastomeric gasket bell and spigot joints.

Provide joint restraint at all fittings, valves, hydrants and between pipe sections for the minimum length shown in Table P-1 below. Do not use blocking with concrete to restrain joints. Acceptable restrained joints consist of the use of Meg-A-Lug brand wedge action restraining glands or harnesses suitable for use with PVC pipe, or approved equal. Standard mechanical joint retainer glands will not be acceptable.

TABLE P-1 RESTRAINED PIPE LENGTH CHART

Minimum Length Requiring Restraint in Feet<sup>(1)</sup>

Fitting Type	<u>6-Inch</u>	<u>8-Inch</u>	<u>10-Inch</u>	<u>12-Inch</u>
11.25-Degree Bend	10	10	10	10
22.5-Degree Bend	10	10	10	10
45-Degree Bend	10	10	18	18
90-Degree Bend	18	27	27	36
45-Degree Vertical Offset	18	27	27	36
Tee <sup>(2)</sup> - Runs	10	10	10	10
Tee <sup>(2)</sup> - Branch	10	18	27	27
Stub or Dead End	27	36	45	55
Valve <sup>(3)</sup>	27	36	45	55

<sup>(1)</sup> Minimum length of pipe in feet to be tied together in each required direction from the fitting listed.

<sup>2)</sup> Branch size no bigger than run size. Also applicable to cross with plugged end.

For in-line valve, if pipe on both sides of valve is clear of bends, tees, and other flow interruption devices for the indicated restraint length, only valve joints need be restrained.

# **B.2 Fittings**

Provide mechanical joint ductile iron short bodied fittings conforming to AWWA C153, Class 350. Any fittings which are unavailable in short bodied ductile iron may be furnished in full body ductile iron conforming to AWWA C110 and AWWA C111.

#### **B.3 Tracer Wire**

Tracer wire shall be No. 12 AWG solid, copper-clad steel wire with minimum 450 lb tensile break load and 30 mil blue HDPE jacket. Tracer wire splices shall be made with inline resin splice kits or locking dry connectors.

# **B.4 Granular Bedding and Backfill**

Select soils complying with ASTM D2487 soil classification groups GW (well-graded gravel), GP (poorly-graded gravel), SW (well-graded sand), or SP (poorly-graded sand). Aggregate shall pass a 3/4-in. sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 5% by weight shall pass a No. 200 sieve.

#### **C** Construction

# C.1 Trenching and Backfilling

Excavate and finish the trench to the depth required to provide a uniform base for the placement of 4 inches of granular bedding beneath the pipe. Level granular bedding to provide continuous bearing and support for the pipe. Following installation of the pipe, place granular backfill around the pipe, carefully worked under the haunches of the pipe and extended to one foot above the top of the pipe. Material native to the trench may be used for bedding and initial backfill provided it meets the requirements specified above for granular bedding and backfill.

Provide minimum depth of cover for water main as indicated on plans. Additional depth may be required to clear other utilities. When water main cross over or under sewers or forcemain, maintain minimum vertical separation as required by State and local codes. Determine required pipe profile to meet depth of cover requirements. If water main is installed prior to sewers on this project, and conflicts are discovered, adjust water pipe location at no additional cost.

Backfill material for water main from one foot above the top of pipe to the surface shall be material from trench excavation that is free of organic material and meets the approval of the engineer. Mechanically compact backfill material to a minimum of 95% of the maximum dry density as determined by the Standard Proctor Test (ASTM D698).

Re-compact backfill material not meeting the above compaction requirements at no additional cost. Cost for additional testing required on re-compacted materials shall be at the contractor's expense.

Maximum allowable trench width from bottom of trench to top of pipe shall be 36 inch.

#### **C.2 Material Inspection**

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

#### C.3 Laving and Jointing

Lay pipe accurately to the line and grade as designated. Preparatory to making pipe joints, clean all surfaces of the portions of the pipe to be joined or of the factory made jointing material. Remove all coatings from the spigot and the bell.

After placing a length of pipe in the trench, center the spigot end in the bell, force the pipe home, and bring pipe to correct line and grade according to the pipe manufacturer's recommendations for the type of joint.

Push pipe home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor powered excavation equipment.

Conform the maximum joint deflection for the various sizes and types of joints to the manufacturer's recommendations.

Install fittings at locations shown on the plans and at locations directed by the engineer in the field as dictated by field conditions.

Restrain joints as specified under the "Materials" portions of this special provision.

Secure the pipe in place with approved backfill material tamped around it except at the bells. Keep trenches water-free and as dry as possible during bedding, laying, and jointing and for as long a period as required to permit proper execution of the work.

At times when piping laying is not in progress, close the open ends of pipe with plugs to prevent the entry of foreign material. Remove all foreign material from the pipe prior to acceptance.

# C.4 Dewatering

Keep the trench free of water during water main installation. Provide ordinary dewatering measures (such as use of sump pumps, pump pits adjacent to pipe alignment, dikes, and similar measures) to maintain a water free trench. Manage pumped water to prevent erosion and siltation downstream of point of discharge.

Ordinary dewatering shall be considered incidental to this item of work. If, in the opinion of the engineer, dewatering wells are required to effectively dewater trench, payment will be made according to the "Dewatering for Water Main and Sanitary Sewer" special provision.

#### C.5 Tracer Wire Installation

Install continuous tracer wire the full length of each run of PVC plastic water main. Attach wire to top of pipe at approximately 10 foot intervals using 8 mil thermoplastic tape. Bond tracer wire to each hydrant and valve with conductivity strap and brass bolt and nut.

Test tracer wires to verify conductivity. Repair wires not showing conductivity.

# C.6 Removing Existing Pipe

Removals of existing water pipes, including existing valves not designated for salvage, required as part of new water main construction shall be performed as incidentals to this item of work.

# C.7 Disinfection and Bacteriological Tests

Disinfect and conduct bacteriological tests on water main according to AWWA C651.

During installation, place calcium hypochlorite granules in water main. Upon completion, fill main with water and allow to stand for 24 hr. Operate intermediate valves during sterilization process. Keep piping being chlorinated isolated from lines in service.

After disinfection, flush main and test water for coliform bacteria.

- 1. Take two sets of samples at representative locations. Either take an initial set of samples and then resample again after a minimum of 16 hr (AWWA C651 Option A) or let main sit for a minimum of 16 hr without use and then without flushing collect two sets of samples a minimum of 15 minutes apart while sampling taps are left running (AWWA C651 Option B).
- 2. For new mains, sets of samples shall be collected every 1200 feet of new main, plus one set from end of line and at least one set from each branch greater than one pipe length.
- 3. Test samples for bacteriological quality according to AWWA "Standard Methods for the Examination of Water and Wastewater". Tests shall show the absence of coliform bacteria.
- 4. If tests show the presence of coliform bacteria, rechlorinate main and repeat tests until satisfactory results are obtained.

Main shall not be connected to the active water system until satisfactory bacteriological test results are obtained. Fittings, taps, and extra work involved in sampling or re-chlorinating to meet this requirement shall be provided by contractor at no extra cost.

The cost of disinfection and bacteriological testing and reporting, shall be included in the price as bid under Water Main Pipe.

# **C.8 Hydrostatic Tests**

Conduct hydrostatic pressure tests and leakage tests of all joints according to the requirements of AWWA C605. During performance of the hydrostatic pressure test, subject main to a minimum pressure of 150 psi for at least 2 hours. Remove all air from the water main during testing by flushing and by installing corporations at high points.

Prior to conducting the pressure and leakage test, backfill the trench for its full depth. Adequately block and tie all bends and special connections to the main prior to the test. Correct all damage caused to the water main or its appurtenances during performance of these tests at no additional cost.

Keep a record of all tests performed. Show the individual lengths of main tested and test results.

Where connections are made to existing mains, provide the necessary hydrostatic tests on all new mains installed. This may require, but is not limited to, the installation of temporary valves to isolate the new system from the existing system. Furnish all materials, work and equipment necessary for this work.

# C.9 Order of Doing Work

Install and test all new water main prior to connection to existing facilities.

In placing the new water main into service and connecting existing facilities, take care to minimize water outage times. Outages of up to 4 hours are acceptable. Notify all existing water users of the time and estimated duration of water outage required for connections. Provide a minimum of 24 hours' notice.

Outages beyond 4 hours will require that a temporary water service be installed, unless permission to extend the outage is approved by the engineer and individual users 24 hours prior to outage.

Maintain service, and provide the minimum notice of interruptions as specified above, in all water mains connecting to the water mains being replaced. This may require partial testing and disinfection of the new water main and/or installing temporary valves prior to disturbing an existing water main connection. Partial testing and temporary valves (if required) will be incidental to water main work.

#### **D** Measurement

The department will measure Water Main PVC (diameter) by the linear foot, acceptably completed. Measurement will be through valves and fittings to centerline of connecting main, end of pipe, valve, or fitting.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Water Main PVC 6-Inch	LF
SPV.0090.02	Water Main PVC 10-Inch	LF
SPV.0090.03	Water Main PVC 12-Inch	LF

Payment is full compensation for furnishing and installing all materials, including water main, fittings, joint restraint, tracer wire, granular bedding and backfill, and miscellaneous materials which may be necessary to perform the installation; for testing; and for all excavating and backfilling.

# 45. Water Main Directionally Drilled 6-Inch, Item SPV.0090.04; Water Main Directionally Drilled 10-Inch, Item SPV.0090.05; Water Main Directionally Drilled 12-Inch, Item SPV.0090.06.

# **A Description**

This special provision describes furnishing and installing water main using horizontal directional drilling as shown on the plans and as hereinafter provided.

Directionally controlled horizontal drilling operation shall consist of drilling a small diameter pilot hole along alignment and at elevations indicated on the plans; reaming pilot hole to a diameter suitable for installation of prefabricated carrier pipe and installing carrier pipe along reamed hole.

# **B** Materials

# **B.1 Pipe, General**

Directionally drilled pipe shall be one of the following at the contractor's option:

- -- HDPE
- -- FPVC

Each pipe shall be stamped or indelibly marked with its type and class and the manufacturer's name or mark.

# **B.2 Submittals**

Product Data: Submit product data for pipe, fittings, and tracer wire.

Work Plan and Schedule: Submit proposed construction work plan and schedule prior to beginning work. Details shall include:

- 1. Description of equipment to be used.
- 2. List of personnel and their qualifications and experience.
- 3, Schedule of work activities.
- 4. Type of drilling fluid and method of disposal.
- 5. Contingency plan for detecting and responding to inadvertent drilling fluid returns.

Pipe Fusing Training Certification: Submit certifications of training by the pipe fusing equipment manufacturer(s) stating that the operators of fusion equipment have been fully trained in the use of the fusion equipment used on the project.

Record Drawings: After completion of pilot hole drilling, submit tabulation of pilot hole coordinates as required under Section C.7 Pilot Hole.

# B.3 Polyethylene (HDPE) Pipe

HDPE pipe conforming to AWWA C906 with DR number and PE compound number required to give pipe a pressure rating of not less than 160 psi at 73 deg F. Joints and fittings shall be butt heat fusion type, ASTM D3261.

The pressure rating specified above shall be considered a minimum. Provide a higher class of pipe if required by the loads imposed by pulling operation.

Pipe shall have an integral blue stripe to identify its use as water piping.

For connecting polyethylene pipe to mechanical joint fittings, valves, and other products, provide polyethylene, butt fusion weld mechanical joint adapters. Adapter shall have an integral collar that in combination with the mechanical joint serves to restrain the pipe connection.

# **B.4 Fusible PVC (FPVC) Pipe**

FPVC pressure pipe conforming to AWWA C900, DIOD (ductile iron outside diameter), DR-18.

FPVC pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe. Joints assembled in the field shall be butt-fused joints.

The dimension ratio specified above shall be considered a minimum. Provide a higher class of pipe if required by the loads imposed by pulling operation.

Pipe shall be blue to identify its use as water piping.

# **B.5 Tracer Wire**

Tracer wire shall be No. 12 AWG solid, copper-clad steel wire with minimum 1,150 lb tensile break load and 45 mil blue HDPE jacket. Tracer wire splices shall be made with twist lock wire connectors.

The wire gage and insulation specified above shall be considered a minimum. Provide a thicker gage wire, thicker insulation, or pull multiple wires to assure that tracer wire survives the loads imposed by pipe pulling operation.

# **B.6 Drilling Fluids**

Drilling fluid composition shall meet permit requirements and environmental regulations.

#### B.7 Water

Contractor shall procure, transport, and store water as required for its operations.

# **B.8 Granular Bedding and Backfill**

Select soils complying with ASTM D2487 soil classification groups GW (well-graded gravel), GP (poorly-graded gravel), SW (well-graded sand), or SP (poorly-graded sand). Aggregate shall pass a 3/4-in. sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 5% by weight shall pass a No. 200 sieve.

#### **C** Construction

# C.1 Work Plan and Schedule

Submit proposed construction work plan and schedule to engineer a minimum of 5 working days prior to beginning work. Details shall include types of equipment, construction procedures, material and equipment delivery schedules, type of drilling fluid, viscosity and weight limits, bit pressures, method of disposal and destination of drilling fluids, and other pertinent information.

# C.2 Drilling Site

Additional work space and access may be acquired by contractor only with approval of engineer and applicable property owners. Expense of acquiring additional work space shall be borne by contractor. Site access, clearing, grading, and preparation necessary for construction operations shall be performed as required.

# C.3 Excavating and Backfilling

Excavate and backfill as required for directional drilling entry and exit pits and for tie-in of HDPE water main pipe to other work.

Pipe within the excavation area shall have 4 inches of granular bedding beneath the pipe. Level granular bedding to provide continuous bearing and support for the pipe. Following installation of the pipe, place granular backfill around the pipe, carefully worked under the haunches of the pipe and extended to one foot above the top of the pipe. Material native to the trench may be used for bedding and initial backfill provided it meets the requirements specified above for granular bedding and backfill.

Provide minimum depth of cover for water main as indicated on plans. Additional depth may be required to clear other utilities. When water main cross over or under sewers or forcemain, maintain minimum vertical separation as required by State and local codes. Determine required pipe profile to meet depth of cover requirements. If water main is installed prior to sewers on this project, and conflicts are discovered, adjust water pipe location at no additional cost.

Backfill material for water main from one foot above the top of pipe to the surface shall be material from excavation that is free of organic material and meets the approval of the engineer. Mechanically compact backfill material to a minimum of 95% of the maximum dry density as determined by the Standard Proctor Test (ASTM D698).

Re-compact backfill material not meeting the above compaction requirements at no additional cost. Cost for additional testing required on re-compacted materials shall be at the contractor's expense.

# C.4 Material Inspection

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

# C.5 Joining Pipe

HDPE Pipe: Join HDPE pipe using the butt fusion method, ASTM D2657. Comply with pipe manufacturer's recommended procedures.

FPVC Pipe: Join FPVC pipe ends using butt fusion methods. Fusion methods shall comply with both pipe and fusion equipment manufacturers requirements. At start of each day, complete fusion weld tests according to manufacturer's recommendations to verify that fusion equipment is operating properly.

# **C.6 Monitoring**

Contractor shall at all times provide and maintain instrumentation which will accurately locate pilot hole position in X, Y, and Z axis relative to ground surface. Drilling fluid flow rate and pressure shall also be monitored. Engineer shall have access to this data at all times during the operation.

# C.7 Pilot Hole

A pilot hole shall be drilled along the path shown on drawings to the following tolerances:

- 1. Elevation: Plus or minus 1 foot. Maintain minimum depth of bury indicated on the plans.
- 2. Alignment: Plus or minus 2 feet.
- 3. Curve Radius: Minimum 250 feet or pipe manufacturer's recommendation, whichever is greater.
- 4. Entry Point: At the location required to properly perform the work.
- 5. Exit Point: Pilot hole shall penetrate ground surface within plus or minus 10 feet of alignment shown on drawings and within plus 20 feet and minus 0 feet of length shown on drawings.

Contractor shall plot actual horizontal and vertical alignment of pilot bore at intervals not exceeding 50 feet. This "as-built" plan and profile shall be updated as pilot bore is advanced.

In all cases, right-of-way restrictions shall take precedence over the tolerances listed above. Regardless of the tolerance achieved, no pilot hole will be accepted if it will result in any or all of pipeline being installed in violation of right-of-way restrictions. In all cases, concern for adjacent utilities and structures

shall take precedence over the tolerances listed above. Specification of tolerances does not relieve contractor from responsibility for safe operations or damage to adjacent utilities and structures.

After completion of pilot hole drilling, contractor shall provide a tabulation of coordinates to engineer, referenced to drilling entry point, which accurately describes location of pilot hole.

# C.8 Reaming and Carrier Pipe Pull-Back Operation

General: Upon completion of pilot hole drilling, hole shall be enlarged by reaming and preassembled pipeline pull section shall be installed in hole. Pipeline shall be preassembled to provide one continuous pulling operation. Pipeline shall be temporarily capped before pulling operation to prevent any drilling fluid, water, or debris from entering pipeline.

Prereaming: Prereaming operations shall be conducted at discretion of contractor. All provisions of this specification relating to simultaneous reaming and pulling back operations shall also pertain to prereaming operations.

Pulling Loads: The maximum allowable tensile load imposed on pipeline pull section shall be calculated based on 70 percent of the specified minimum yield strength (SMYS) of the pipe material. If more than one value is involved for a given pull section, the lesser value shall govern. Contractor shall maintain accurate records of pull forces at all times for review by engineer.

Torsional Stress: A swivel shall be used to connect pipeline pull section to reaming assembly to minimize torsional stress imposed on section.

Pull Section Support: Pull section shall be supported as it proceeds during pull-back so that it moves freely and pipe is not damaged.

External Collapse Pressure: Pull section shall be installed in reamed hole in such a manner that external pressures are minimized. Any damage to pipe resulting from external pressure during installation shall be the responsibility of contractor.

Buoyancy Modification: Buoyancy modification shall be used at the discretion of contractor. Any buoyancy modification procedure proposed for use shall be submitted to engineer for acceptance. No procedure may be used which has not been reviewed by engineer. Contractor will be responsible for any damage to the pipeline resulting from buoyancy modification.

# C.9 Drilling Fluids

Recirculation: Contractor shall employ his best efforts to minimize excess drilling fluid by recirculating surface returns. This shall include, but not be limited to, provision of a solids control system sized and configured to remove spoil from drilling fluid surface returns so that fluid may be returned to active system without hindering drilling progress.

Inadvertent Returns: Contractor shall employ his best efforts to maintain full annular circulation of drilling fluids. Drilling fluid returns at locations other than entry and exit points shall be minimized. In the event that annular circulation is lost, contractor shall take steps to restore circulation. If inadvertent surface returns of drilling fluids occur, they shall be immediately contained with hand-placed barriers (hay bales, sandbags, silt fences, etc.), and collected using pumps, where practicable. If amount of surface return is not great enough to be collected, affected area shall be flushed with fresh water and fluid shall be allowed to dry and dissipate naturally. If amount of surface return exceeds that which can be contained with hand-placed barriers, small collection sumps (less than 5 cu yd) may be used. If amount of surface return exceeds that which can be contained and collected in small sumps, drilling operations shall be suspended until surface return volumes can be brought under control. Clean-up of inadvertent returns shall be the responsibility of contractor.

Disposal: Disposal of excess drilling fluids and spoil shall be the responsibility of contractor and shall be conducted in compliance with environmental regulations, right-of-way and workspace agreements, and permit requirements. Drilling fluid and spoil disposal procedures proposed for use shall be submitted to engineer for acceptance. No procedure may be used which has not been reviewed by engineer.

# **C.10 Tracer Wire Installation**

Install continuous tracer wire by pulling it along with the pipe. Attach wire to pulling eye and to top of pipe at 24 in. o.c. with 8 mil thermoplastic tape wrapped a minimum of two full times around pipe. Bond tracer wire to a hydrant or a valve with conductivity strap and brass bolt and nut or to PVC water main tracer wire system at each end of directional drill.

Test tracer wires to verify conductivity. Repair wires not showing conductivity.

# C.11 Disinfection and Bacteriological Tests

Disinfect and conduct bacteriological tests on water main according to AWWA C651.

During installation, place calcium hypochlorite granules in water main. Upon completion, fill main with water and allow to stand for 24 hr. Operate intermediate valves during sterilization process. Keep piping being chlorinated isolated from lines in service.

After disinfection, flush main and test water for coliform bacteria.

- 1. Take two sets of samples at representative locations. Either take an initial set of samples and then resample again after a minimum of 16 hr (AWWA C651 Option A) or let main sit for a minimum of 16 hr without use and then without flushing collect two sets of samples a minimum of 15 minutes apart while sampling taps are left running (AWWA C651 Option B).
- 2. For new mains, sets of samples shall be collected every 1200 feet of new main, plus one set from end of line and at least one set from each branch greater than one pipe length.
- 3. Test samples for bacteriological quality according to AWWA "Standard Methods for the Examination of Water and Wastewater". Tests shall show the absence of coliform bacteria.
- 4. If tests show the presence of coliform bacteria, re-chlorinate main and repeat tests until satisfactory results are obtained.

Main shall not be connected to the active water system until satisfactory bacteriological test results are obtained. Fittings, taps, and extra work involved in sampling or re-chlorinating to meet this requirement shall be provided by contractor at no extra cost.

The cost of disinfection and bacteriological testing and reporting, shall be included in the price as bid under Water Main Pipe.

# C.12 Hydrostatic Tests

Conduct hydrostatic pressure tests and leakage tests of all joints according to the requirements of AWWA C605. During performance of the hydrostatic pressure test, subject main to a minimum pressure of 150 psi for at least 2 hours. Remove all air from the water main during testing by flushing and by installing corporations at high points.

Prior to conducting the pressure and leakage test, backfill the trench for its full depth. Adequately block and tie all bends and special connections to the main prior to the test. Correct all damage caused to the water main or its appurtenances during performance of these tests at no additional cost.

Keep a record of all tests performed. Show the individual lengths of main tested and test results.

Where connections are made to existing mains, provide the necessary hydrostatic tests on all new mains installed. This may require, but is not limited to, the installation of temporary valves to isolate the new system from the existing system. Furnish all materials, work and equipment necessary for this work.

# C.13 Order of Doing Work

Install and test all new water main prior to connection to existing facilities.

In placing the new water main into service and connecting existing facilities, take care to minimize water outage times. Outages of up to 4 hours are acceptable. Notify all existing water users of the time and estimated duration of water outage required for connections. Provide a minimum of 24 hours' notice.

Outages beyond 4 hours will require that a temporary water service be installed, unless permission to extend the outage is approved by the engineer and individual users 24 hours prior to outage.

Maintain service, and provide the minimum notice of interruptions as specified above, in all water mains connecting to the water mains being replaced. This may require partial testing and disinfection of the new water main and/or installing temporary valves prior to disturbing an existing water main connection. Partial testing and temporary valves (if required) will be incidental to water main work.

#### **D** Measurement

The department will measure Water Main Directionally Drilled (diameter) by the linear foot, acceptably completed. Measurement will be through valves and fittings to centerline of connecting main, end of pipe, valve, or fitting.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Water Main Directionally Drilled 6-Inch	LF
SPV.0090.05	Water Main Directionally Drilled 10-Inch	LF
SPV.0090.06	Water Main Directionally Drilled 12-Inch	LF

Payment is full compensation for furnishing and installing all materials, including water main, tracer wire, and miscellaneous materials which may be necessary to perform the installation; for testing; and for all excavating and backfilling for entry and exit pits.

# 46. Water Service Bored PE 1-Inch, Item SPV.0090.07; Water Service Bored PE 2-Inch, Item SPV.0090.08.

# **A Description**

This special provision describes furnishing and installing water service pipe from connection at the water main to connection at the existing water service at the street right-of-way line, or to the right-of-way line of empty lots without water service, using pipe boring as shown on the plans and as hereinafter provided.

# **B** Materials

Provide polyethylene (PE) tubing conforming to AWWA C901, Class 200, CTS - OD-controlled, with integral blue stripe(s) indicating water service. Name or trademark of manufacturer and type shall be permanently and plainly marked on tubing at intervals not greater than 18 in.

Fittings for polyethylene tubing shall be "no lead" cast brass having a lead content of less than or equal to 0.25% by weight, uniform in wall thickness and strength, and free of defect which may affect serviceability. Connections shall be made with resilient seal compression type joints. Internal stainless-steel stiffeners shall be used for all joints. Fittings shall be permanently and plainly marked with name or trademark of manufacturer and a marking identifying the "no lead" content of fitting.

Tracer wire shall be No. 12 AWG solid, copper-clad steel wire with minimum 1,150 lb tensile break load and 45 mil blue HDPE jacket. Tracer wire splices shall be made with twist lock wire connectors.

#### **C** Construction

Install new water service pipe following successful testing of new water mains. Reconnect all existing water services to the new water mains. Install water services with an approximate 1 foot bend in the horizontal plane near the new water main and run without fittings to the new curb stop.

Install water service using trenchless construction methods such that the existing street pavement is not disturbed. Acceptable methods include, but are not limited to, auger boring, horizontal directional drilling, and microtunneling.

Pull tracer wire along with pipe during installation. Attach wire to pulling eye and to top of pipe at 24 in. o.c. with 8 mil thermoplastic tape wrapped a minimum of two full times around pipe. Bond service line tracer wire to curb stop box and connect to main line water pipe tracer wire system. Test tracer wires to verify conductivity. Repair wires not showing conductivity.

Disinfect water service piping according to the requirements of the State Plumbing Code, Wis. Adm. Code, s. SPS 382.40.

Abandon existing services by shutting off existing corporation cock at existing main or curb stop and removing the existing curb box. Prior to shutting off of water for the change of service from old water main to new water main, notify the affected building occupants of the time of shut off and the expected duration of shutoff at least 24 hours in advance.

#### **D** Measurement

The department will measure Water Service Bored PE (diameter) by the horizontal linear foot, acceptably completed. Measurement will be from centerline of water main through fittings and valves to end of service.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.07	Water Service Bored PE 1-Inch	LF
SPV.0090.08	Water Service Bored PE 2-Inch	LF

Payment is full compensation for furnishing and installing all materials, including pipe, connection fittings (excluding corporation stop and curb stop), and tracer wire; for boring of pipe; for abandonment of existing service and notification of building occupants; and for all excavating and backfilling for entry and exit pits.

# 47. Water Service PE 1-Inch, Item SPV.0090.09.

# **A Description**

This special provision describes furnishing and installing water service pipe from connection at the water main to connection at the existing water service at the street right-of-way line, or to the right-of-way line of empty lots without water service, as shown on the plans and as hereinafter provided.

#### **B** Materials

Provide polyethylene (PE) tubing conforming to AWWA C901, Class 200, CTS - OD-controlled, with integral blue stripe(s) indicating water service. Name or trademark of manufacturer and type shall be permanently and plainly marked on tubing at intervals not greater than 18 in.

Fittings for polyethylene tubing shall be "no lead" cast brass having a lead content of less than or equal to 0.25% by weight, uniform in wall thickness and strength, and free of defect which may affect serviceability. Connections shall be made with resilient seal compression type joints. Internal stainless-steel stiffeners shall be used for all joints. Fittings shall be permanently and plainly marked with name or trademark of manufacturer and a marking identifying the "no lead" content of fitting.

Tracer wire shall be No. 12 AWG solid, copper-clad steel wire with minimum 450 lb tensile break load and 30 mil blue HDPE jacket. Tracer wire splices shall be made with inline resin splice kits or locking dry connectors.

# **C** Construction

Install new water service pipe following successful testing of new water mains. Reconnect all existing water services to the new water mains. Install water services with an approximate one foot bend in the horizontal plane near the new water main and run without fittings to the new curb stop.

Bed and cover tubing with a minimum of 4 inches of clean sand.

Install continuous tracer wire over PE service lines from main to curb stop. Attach wire to top of pipe at 10 foot intervals with 8 mil thermoplastic tape. Bond service line tracer wire to curb stop box and connect to main line water pipe tracer wire system. Test tracer wires to verify conductivity. Repair wires not showing conductivity.

Disinfect water service piping according to the requirements of the State Plumbing Code, Wis. Adm. Code, s. SPS 382.40.

Abandon existing services by shutting off existing corporation cock at existing main or curb stop and removing the existing curb box. Prior to shutting off of water for the change of service from old water main to new water main, notify the affected building occupants of the time of shut off and the expected duration of shutoff at least 24 hours in advance.

#### **D** Measurement

The department will measure Water Service PE (diameter) by the horizontal linear foot, acceptably completed. Measurement will be from centerline of water main through fittings and valves to end of service.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.09 Water Service PE 1-Inch LF

Payment is full compensation for furnishing and installing all materials, including pipe, connection fittings (excluding corporation stop and curb stop), tracer wire, and sand bedding and cover; for abandonment of existing service and notification of building occupants; and for all excavating and backfilling.

# 48. Construction Staking Water Main Pipe, Item SPV.0090.10.

# **A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for water main pipe and fittings. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

# B (Vacant)

#### **C** Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate watermain pipe and fitting stakes to within 0.1 feet horizontally and establish the grade elevation to within 0.1 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

#### **D** Measurement

The department will measure Construction Staking Water Main Pipe by the linear foot of pipe and fittings, acceptably staked. Water service pipe will not be measured as part of this item.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.10Construction Staking Water Main PipeLF

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

# 49. Sanitary Sewer PVC 8-Inch, Item SPV.0090.11; Sanitary Sewer PVC 10-Inch, Item SPV.0090.12; Sanitary Sewer PVC 12-Inch, Item SPV.0090.13.

# **A Description**

This special provision describes furnishing and installing new sanitary sewer as shown on the plans and as hereinafter provided.

# **B** Materials

# **B.1** Pipe

Provide PVC sanitary sewer pipe, ASTM D3034, SDR-35, with electrometric gasket type joints.

# **B.2 Granular Bedding and Backfill**

Select soils complying with ASTM D2487 soil classification groups GW (well-graded gravel), GP (poorly-graded gravel), SW (well-graded sand), or SP (poorly-graded sand). Aggregate shall pass a 3/4-in. sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 5% by weight shall pass a No. 200 sieve.

#### **C** Construction

# C.1 Trenching and Backfilling

Excavate and finish the trench to the depth required to provide a uniform base for the placement of 4 inches of granular bedding beneath the pipe. Level granular bedding to provide continuous bearing and support for the pipe. Following installation of the pipe, place granular backfill around the pipe, carefully worked under the haunches of the pipe and extended to one foot above the top of the pipe. Material native to the trench may be used for bedding and initial backfill provided it meets the requirements specified above for granular bedding and backfill.

Install sanitary sewer pipe to an elevation tolerance of plus or minus 0.03 feet of plan elevation or elevations provided on the grade sheet at any point along the pipe.

Backfill material for sanitary sewer from one foot above the top of pipe to the surface shall be material from trench excavation that is free of organic material and meets the approval of the engineer. Mechanically compact backfill material to a minimum of 95% of the maximum dry density as determined by the Standard Proctor Test (ASTM D698).

Re-compact backfill material not meeting the above compaction requirements at no additional cost. Cost for additional testing required on re-compacted materials shall be at the contractor's expense.

Maximum allowable trench width from bottom of trench to top of pipe shall be 36 inch.

# **C.2 Material Inspection**

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

# C.3 Pipe Joining

Conform joint materials and methods to manufacturer's recommendations. Make rubber-type gasket joint using lubricant of vegetable origin. If rubber gasket is O-Ring type, lubricate groove in spigot before setting gasket.

Install tee or wye connections at location for each service. Tees or wyes may be used for risers; wyes shall be used for laterals. Install wye fittings at an angle of 45 deg up from the horizontal. Direct tee fittings vertically.

# C.4 Maintaining Service

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

# C.5 Dewatering

Keep the trench free of water during water main installation. Provide ordinary dewatering measures (such as use of sump pumps, pump pits adjacent to pipe alignment, dikes, and similar measures) to maintain a water free trench. Manage pumped water to prevent erosion and siltation downstream of point of discharge.

Ordinary dewatering shall be considered incidental to this item of work. If, in the opinion of the engineer, dewatering wells are required to effectively dewater trench, payment will be made according to the "Dewatering for Water Main and Sanitary Sewer" special provision.

# C.6 Removing Existing Pipe

Removals of existing sewer pipes required as part of new sanitary sewer construction shall be performed as incidentals to this item of work.

If existing pipe can be crushed and broken into pieces no larger than 6 in. in size, it may be mixed into and compacted with backfill soil that is 1 foot or more above the top of the new pipe. Pipe that can not be crushed shall be completely removed from the ground and disposed of.

# C.7 Leakage Testing

Provide leakage testing of all sewer piping using infiltration, exfiltration or air testing. Infiltration testing may be used when ground water is 2 feet or greater above top of pipe. Exfiltration testing shall be performed with a minimum positive head of 2 feet above top of pipe. Air testing shall use procedures of ASTM F1417. Submit testing procedure for approval.

Exfiltration or infiltration of water into sewer shall not exceed 200 gallons per day per inch diameter per mile of sewer when tested for a minimum of 1 hr. Infiltration between two adjacent manholes shall not exceed 250 percent of rate allowed for entire project; repair visible leaks even if infiltration limits are met. Compute manhole allowances using vertical length of manhole below ground water level expressed as equivalent diameter sewer.

For air testing, furnish test plugs, air compressor, test gauge, stop watch and experienced personnel for conducting tests. Test pressure shall be based on an average of 3.5 psig net with length of test and allowable air loss according to ASTM F1417. Seal and brace wyes, tees, laterals, and plugs to withstand 5 psig pressure.

# C.8 Deflection Testing

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

#### **D** Measurement

The department will measure Sanitary Sewer PVC (diameter) by the linear foot, acceptably completed. Measurement will be from center to center of new or existing manholes or to end of sewer pipe not terminating in a manhole. New sewers which begin at an existing connection 6-inch or more outside an existing manhole wall will be measured from the connection.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.11	Sanitary Sewer PVC 8-Inch	LF
SPV.0090.12	Sanitary Sewer PVC 10-Inch	LF
SPV.0090.13	Sanitary Sewer PVC 12-Inch	LF

Payment is full compensation for furnishing and installing all materials, including pipe and granular bedding and backfill; for testing; for sewage bypass pumping; and for all excavating and backfilling.

# 50. Sanitary Lateral PVC 6-Inch, Item SPV.0090.14.

#### **A Description**

This special provision describes furnishing and installing sanitary lateral pipe from connection at the sanitary sewer main to connection at the existing sanitary service at the street right-of-way line, or to the right-of-way line of empty lots without sewer service, as shown on the plans or as hereinafter provided.

#### **B** Materials

Provide PVC sanitary sewer service pipe and fittings, ASTM D3034, SDR-35, with electrometric gasket or solvent weld type joints.

Gravity pipe couplings shall be ASTM C1173, rubber or elastomeric sleeve and stainless band assembly fabricated to mate with OD of pipes to be joined, for non-pressure joints.

Tracer wire shall be No. 12 AWG solid, copper-clad steel wire with minimum 450 lb tensile break load and 30 mil green HDPE jacket.

Grounding rods shall be 3/8 in. x 12 in. long copper clad steel.

# **C** Construction

Install sanitary laterals according to the plan details and according to the provisions of the "Sanitary Sewer PVC (diameter)" special provision. Connect new lateral pipe to existing lateral pipe using gravity pipe coupling. Include as incidental items of work any fittings and removals of existing services. Seal ends of abandoned segments of sanitary sewer service pipe that are left in place.

Install continuous, un-spliced tracer wire over each PVC sewer lateral from wye at sewer main to property line. Ground wire adjacent to wye by securely clamping or welding it to a grounding rod. Then loop wire around collar of wye fitting and attach wire to top of pipe at approximately 10 foot intervals. Bring each tracer wire to grade at property line in a flush mount tracer wire access box. Attach wire to terminal screw on lid with sufficient slack left in wire length so that lid can be lifted approximately 18 in. from access box with wire intact. Energize installed tracer wire and verify that lateral can be located with tracing equipment.

#### **D** Measurement

The department will measure Sanitary Lateral PVC (diameter) by the horizontal linear foot, acceptably completed. Measurement will be from centerline of main sewer to end of service pipe.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.14 Sanitary Lateral PVC 6-Inch LF

Payment is full compensation for furnishing and installing all materials, including pipe, fittings, couplings, tracer wire, grounding rod, and granular bedding and backfill; for removal or abandonment of existing service and notification of building occupants; and for all excavating and backfilling.

Tracer wire access box will be paid for separately.

# 51. Sanitary Lateral Pipe Bursting 6-Inch, Item SPV.0090.15.

# **A Description**

This special provision describes furnishing and installing new sanitary lateral pipe using pipe bursting as shown on the plans and as hereinafter provided.

#### **B** Materials

# **B.1** Replacement Pipe, General

New pipe to replace existing pipe shall be one of the following at contractor's option:

- 6-in. diameter HDPE.
- 6-in. diameter FPVC.

Each pipe shall be stamped or indelibly marked with its type and class and the manufacturer's name or mark.

#### **B.2 Submittals**

Product Data: Submit product data for replacement piping and tracer wire.

Design Calculations: Submit design calculations by a registered engineer documenting required dimension ratio (DR) for flexible (plastic) pipes.

Work Procedures: Submit pipe bursting work procedures including the following information:

- 1. Pipe bursting equipment used.
- 2. Listing of pipe bursting equipment operator(s).
- 3. Pipe bursting construction methods.
- 4. Pipe bursting schedule and sequencing.
- 5. Sewer bypass pumping plan.

Contingency Plan: Submit a pipe bursting contingency plan that accounts for the following:

- 1. Unforeseen obstructions that stop or delay the progress of pipe bursting equipment.
- 2. Unforeseen grade changes in existing pipe that may cause excessive deflection of new carrier pipe.
- 3. Excessive surface heaving.
- 4. Damage to other utilities.
- 5. Soil settlement.

Pipe Bursting Training Certification: Submit certifications of training by the pipe bursting system manufacturer stating that the operators of bursting equipment have been fully trained in the use of the pipe bursting equipment used on the project.

Pipe Fusing Training Certification: Submit certifications of training by the pipe fusing equipment manufacturer(s) stating that the operators of fusion equipment have been fully trained in the use of the fusion equipment used on the project.

# B.3 Polyethylene (HDPE) Pipe

HDPE pipe conforming to AWWA C906, DIOD (ductile iron outside diameter), with dimension ratio (DR) as calculated by contractor's registered engineer based on the loads imposed on pipe due to installation methods.

Joints and fittings shall be butt heat fusion type, ASTM D3261.

Pipe shall have an integral green stripe to identify it as sewer piping.

# **B.4 Fusible PVC (FPVC) Pipe**

FPVC pressure pipe conforming to AWWA C900, DIOD (ductile iron outside diameter), with dimension ratio (DR) as calculated by contractor's registered engineer based on the loads imposed on pipe due to installation methods.

FPVC pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe. Joints assembled in the field shall be butt-fused joints.

Pipe color shall be green to identify it as sewer piping.

#### **B.5 Tracer Wire**

Tracer wire shall be 7 x 7 stranded, copper-clad steel wire with minimum 4,700 lb tensile break load and 50 mil green HDPE jacket. Tracer wire splices shall be made with locking wire connectors.

The wire strength and insulation specified above shall be considered a minimum. Provide a stronger wire, thicker insulation, or pull multiple wires to assure that tracer wire survives the loads imposed by pipe bursting operation.

Grounding rods shall be 3/8 in. x 12 in. long copper clad steel.

#### **C** Construction

# **C.1 Preparation**

Comply with the requirements of applicable specification sections for the utility line being installed.

Conduct any necessary field surveys, subsurface investigations, and geotechnical investigations necessary to complete the work.

Locate all known utilities located adjacent to or crossing the utility line being replaced. Excavate to expose utilities prior to initiating pipe bursting. Verify clearance of the utility line proposed for replacement by pipe bursting. Clearance shall meet applicable code requirements and the requirements of the pipe bursting process.

Locate and verify the clearance of known structures and foundations/footings located adjacent to or crossing the utility line being replaced.

#### C.2 Temporary Services

By-pass sewage around section or sections of line to be burst. Continue by-passing of sewage from time pipe cleaning is started until replacement pipe is in place and ready for service. By-pass shall be made by plugging an existing upstream manhole and pumping sewage into a downstream manhole or adjacent section of sewer. Pump and by-pass lines shall be of adequate capacity and size to handle peak flows.

Under no circumstances will the dumping of raw sewage on private property or in streets be allowed.

# C.3 Pipe Bursting

Existing pipe to be burst is as follows:

Sanitary Lateral: 4-in. pipe.

Prepare bursting equipment/pipe insertion launch and receiving areas. Excavate to provide pits. Upon completion of work, restore all launch and receiving areas to original condition.

Use static, pneumatic, hydraulic, or other pipe bursting method as necessary to complete the work. Select method based on existing pipe type, up-sizing requirements, soil conditions, site space restrictions, and other applicable factors. Use bursting process that provides finished pipe that is homogenous throughout and free of any blemishes, wrinkles, ribs, protrusions, sags, constructions, holes, visible cracks, foreign material, blisters, deleterious faults, and any other defects.

Burst pipe to create appropriate space and conditions to allow installation of new pipe. Utilize shields and expanders as necessary to provide a suitable sized space and avoid damage to the new pipe by existing pipe fragments.

Pull new pipe in directly behind bursting equipment.

Plug all pipes at end of each workday. Provide a watertight plug to prevent entry of foreign materials into the pipe.

# **C.4 Joining Pipe**

HDPE Pipe: Join HDPE pipe using the butt fusion method, ASTM D2657. Comply with pipe manufacturer's recommended procedures.

FPVC Pipe: Join FPVC pipe ends using butt fusion methods. Fusion methods shall comply with both pipe and fusion equipment manufacturers requirements. At start of each day, complete fusion weld tests according to manufacturer's recommendations to verify that fusion equipment is operating properly.

# C.5 Connecting Lateral Pipe to Main Line Sewer

Connect to main line sewer using wye or other fitting as approved by engineer.

#### C.6 Tracer Wire Installation

Install tracer wire by pulling it along with the replacement pipe. Attach wire to pulling eye and to top of pipe at 24 in. o.c. with 8 mil thermoplastic tape wrapped a minimum of two full times around pipe.

Ground wire adjacent to wye at sewer main by securely clamping or welding it to a grounding rod. Then loop wire around collar of wye fitting. Bring each tracer wire to grade at property line in a flush mount tracer wire access box. Attach wire to terminal screw on lid with sufficient slack left in wire length so that lid can be lifted approximately 18 in. from access box with wire intact.

Test tracer wires to verify conductivity. Repair wires not showing conductivity.

#### **D** Measurement

The department will measure Sanitary Lateral Pipe Bursting (diameter) by the horizontal linear foot, acceptably completed. Measurement will be from centerline of main sewer to end of service pipe.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.15Sanitary Lateral Pipe Bursting 6-InchLF

Payment is full compensation for furnishing and installing all materials, including pipe, fittings, couplings, tracer wire, and grounding rod; for notification of building occupants; and for all excavating and backfilling for entry and exit pits.

Tracer wire access box will be paid for separately.

# 52. Sanitary Sewer Televising, Item SPV.0090.16.

# **A Description**

This special provision describes contractor-performed televising of new sanitary sewer following its construction.

#### B (Vacant)

# **C** Construction

After completion of installation, contractor shall arrange and pay for televised inspection of new sanitary sewer. Provide Owner with standard definition digital video disk (DVD) of inspection in color and written report of findings.

TV inspection camera shall be designed for purpose and conditions, mounted with centering guides, and supplied with a lamp to effectively light entire viewing area; provide remote dimming. Unit shall be suitable for 100% relative humidity, submergence, and pressures in excess of 250 psi. Camera shall have a minimum 600 lines of resolution and a color picture. Provide a communication system between primary control point and any remote operations. Provide a measurement device indicating camera location, accurate to within one foot; readout shall be indicated remotely at ground level and on video tape.

# **D** Measurement

The department will measure Sanitary Sewer Televising by the linear foot of sanitary sewer televising, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0090.16 Sanitary Sewer Televising

Payment is full compensation for furnishing all necessary equipment; for televising sewer; and for submitting required report and documentation.

# 53. Construction Staking Sanitary Pipe, Item SPV.0090.17.

# **A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for sanitary pipe and fittings. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

# B (Vacant)

#### **C** Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate sanitary pipe and fitting stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

#### **D** Measurement

The department will measure Construction Staking Sanitary Pipe by the linear foot of pipe and fittings, acceptably staked. Sanitary lateral pipe will not be measured as part of this item.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.17 Construction Staking Sanitary Pipe LF

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

# 54. Temporary Water Service, Item SPV.0105.01.

# **A Description**

This special provision describes maintaining water services to existing buildings using temporary materials as shown on the plans and as hereinafter provided.

# **B** Materials

Conform temporary water service materials to State Plumbing Code, Wis. Adm. Code, s. SPS 382.40, for use as water service.

#### **C** Construction

Install temporary water services from an acceptable municipal water source to affected buildings with disrupted service.

Temporary water service may be located above ground with temporary connections to an outside connection at each affected property.

A temporary water service is only required if a building cannot be disconnected from the existing water main and reconnected to the new main within the time limit specified in the "Water Main PVC (diameter)" special provision.

Before beginning water main work, submit a written plan to engineer that describes how water service will be maintained to existing buildings and how many temporary services will be required. contractor's plan shall attempt to minimize the number and duration of temporary services required. Plan the work such that temporary water service is not necessary for buildings with water services not directly connected to the water main being replaced.

LF

#### D Measurement

The department will measure Temporary Water Service as a single lump sum unit of work, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.01Temporary Water ServiceLS

Payment is full compensation for preparing a temporary service plan; for furnishing and installing all materials; and for removing temporary service when no longer needed.

# 55. Water Valve Manhole, Item SPV.0105.02.

# **A Description**

This special provision describes furnishing and installing water valve manhole as shown on the plans, and according to the applicable provisions of standard spec 611 and as hereinafter provided.

#### **B** Materials

Manhole Structure: Provide manhole constructed of 48-inch diameter precast reinforced concrete rings with eccentric cone section. Conform to ASTM C478. Provide steps 16-inch on center. Join manhole sections with preformed butyl rubber sealant complying with ASTM C990. Provide 9-inch wide butyl-based wrap for each outside structure joint; Press-Seal "EX Wrap", or approved equal. Provide precast base. Provide boot type flexible connectors with stainless steel band seals for all connecting pipes.

Manhole Cover: Cover meeting the requirements for Type J-Special.

Adjusting Rings: Expanded polypropylene grade adjusting rings manufactured using high compression molding process to produce rings with a finished density of 7.5 pcf. Include manufacturer's adhesive/sealant. Provide Cretex "Pro-Ring".

Pipe Flanges: Provide flanged connections on ends of PVC water main pipe to be connected to gate valve.

Gate Valve: Provide resilient-seated gate valve conforming to AWWA C509 or AWWA C515 and designed for 200 psi working pressure. Equip valve with a 2-inch square operating nut opening counterclockwise and flanged ends. Valve shall be manufactured by American Flow Control, Clow, Kennedy, Mueller, or approved equal.

Corp Stops: For corporation stops serving as shutoff valves on pressure taps on main, provide stops conforming to AWWA C800 and having compression joint outlet; Mueller or Ford; no substitutions allowed. Provide service saddle for all taps; Smith Blair 372, or approved equal.

Submit manhole shop drawings to engineer. Do not begin fabrication of manholes until shop drawings have been reviewed by engineer.

#### **C** Construction

Excavate as required to install manhole. Level base of excavation to provide a firm foundation for the precast bottom.

Plug all lift holes with mortar from the outside prior to backfilling. Make manhole watertight, with no visible signs of leakage at the time of final inspection.

Install gate valve and corp stops according to manufacturer recommendations.

Bring manhole cover flush with the designated finished grade with 6 to 12 inches of adjusting rings, each ring being 4 inches or less. Join adjusting rings to each other and to manhole and casting using adjusting ring manufacturer's recommended adhesive/sealant.

Take care during subsequent construction activities to not disturb the water tight integrity of the manhole cover adjustment. Reset disturbed cover according to these provisions.

# **D** Measurement

The department will measure Water Valve Manhole as a single lump sum unit of work, acceptably installed.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Water Valve Manhole	LS

Payment is full compensation for all materials, including manhole sections, flexible connectors, joint material, adjusting rings, cover, flanges, gate valve, corp stops, and bedding stone; and for all excavating and backfilling.

# 56. Dewatering for Storm Sewer, Item SPV.0105.03; Dewatering for Sanitary Sewer, Item SPV.0105.04; Dewatering for Water Main, Item SPV.0105.07.

# **A Description**

This special provision describes dewatering for installation of underground utilities as shown on the plans and as hereinafter provided.

# B (Vacant)

#### **C** Construction

Where in opinion of the engineer, trenches cannot be kept dry by ordinary dewatering techniques (such as use of sump pumps, sump pits adjacent to pipe alignment, dikes, and similar methods), install a well point or deep well system to effectively dewater trenches.

If dewatering wells are approved, they shall be drilled, maintained, and abandoned in accordance with requirements of Wis. Dept. of Natural Resources (WDNR). For dewatering wells that have a single or aggregate capacity greater than 70 gpm, obtain a high capacity well permit from WDNR, Private Water Supply Section, Box 7921, Madison, WI 53707. If discharge from high capacity wells is routed around or bypasses storm water runoff control system, also obtain a pit/trench dewatering permit from WDNR. If dewatering wells are to be constructed on a property that is listed on WDNR's GIS Registry of Closed Remediation Sites, well driller shall complete and submit WDNR Form 3300-254 to obtain well approval.

#### **D** Measurement

The department will measure Dewatering for (piping) as a single lump sum unit of work, acceptably completed.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Dewatering for Storm Sewer	LS
SPV.0105.04	Dewatering for Sanitary Sewer	LS
SPV.0105.07	Dewatering for Water Main	LS

Payment is full compensation for furnishing, installing, maintaining, and removing all equipment and materials required for dewatering wells and header piping; for obtaining required permits; for erosion control measures related to well discharges; and for disposing of water removed from trenches.

# 57. Temporary Non- Intrusive Vehicle Detection System, STH 27 and First Ave/CTH B, Item SPV.0105.05.

# **A Description**

This work shall consist of furnishing, installing, maintaining and placing into operation a temporary non-intrusive vehicle detection system (NIVDS) as shown on the plans and as directed by the engineer.

#### B (Vacant)

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway and provides detection outputs to a traffic signal controller. The materials shall also include all brackets, mounting hardware, cable, terminations, interface panels and all other incidentals for the installation of the non-intrusive vehicle detection equipment. This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS2 specifications.

All detection equipment, components, and terminations supplied under this item shall be fully compatible with the temporary traffic signal controller supplied for the project. The system architecture shall fully support Ethernet networking of system components. All required interface equipment needed for transmitting and receiving data shall be provided with the NIVDS.

The NIVDS shall provide flexible detection zone placement anywhere and at any orientation. Preferred detector configurations shall be detection zones placed across lanes of traffic for optimal count accuracy, detection zones placed parallel to lanes of traffic for optimal presence detection accuracy of moving or stopped vehicles. Detection zones shall be able to be overlapped for optimal road coverage.

#### C Construction

The temporary NIVDS shall be installed by supplier factory-certified installers and as recommended by the supplier and documented in installation materials provided by the supplier.

In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), the contractor shall be obligated to advise the engineer before setting the zone.

The non-intrusive vehicle detection system, as shown in the traffic signal construction plans, shall be complete, in place, tested and in full operation during each stage of construction.

Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and with approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working properly and aimed properly. Periodic adjustment of the detection zones and/or moving the temporary vehicle detection sensors may be required due to changes in traffic control, staging or other construction operations.

Ensure the non-intrusive vehicle detection system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

#### **D** Measurement

The department will measure Temporary Non-Intrusive Vehicle Detection System (location) as a single lump sum unit of work for each intersection, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.05 Temporary Non-Intrusive Vehicle Detection System, STH 27 and First Ave/CTH B LS

Payment is full compensation for furnishing and installing the temporary non-intrusive vehicle detection system, including cabling, mounting brackets, mounting hardware, terminations, interface panels, testing and setup; for periodic checking and resetting of detection zones; for periodic cleaning for dirt and dust build-up; and for removing all equipment at the completion of the project. Contractor shall pay for furnishing all energy costs associated with the operation of the temporary traffic signal and vehicle detection system.

# 58. Remove Traffic Signals, STH 27 and First Avenue/CTH B, Item SPV.0105.06.

# **A** Description

This special provision describes removing existing traffic signals, loop detector wire and lead-in cable at the intersection of STH 27 and First Avenue/CTH B according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

# B (Vacant)

# **C** Construction

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify the WisDOT Electrical Field Unit at (715) 577-5399 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

The department assumes that the equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any damaged equipment not identified as damaged or not working, prior to removal, shall be replaced by the contractor at no cost to the department.

Remove the pole per plan from its concrete footing and disassemble out of traffic. Remove the transformer base from the pole. Remove the signal heads, luminaires, wiring/cabling, and traffic signal mounting devices from the pole. Ensure that all access hand hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way. Deliver the remaining materials to the WisDOT Electrical Shop as 5009 USH 53 South, Eau Claire, WI 54701. Contact the WisDOT Electrical Field Unit at (715) 577-5399 at least five working days prior to delivery to make arrangements.

Remove and dispose of detector lead-in cable including loop wire for abandoned loops off the right-of-way.

Department forces will remove the signal cabinet from the footing. The signal cabinet and associated signal cabinet equipment will be removed from the site by WisDOT forces and will remain the property of the department.

#### **D** Measurement

The department will measure Remove Traffic Signals as a single lump sum unit of work for each intersection, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.06Remove Traffic Signals, STH 27 and First Avenue/CTH BLS

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of scrap material, for delivering the requested materials to the department, and incidentals necessary to complete the contract work. Payment also includes full compensation for removing, scrapping, and disposing of material and incidentals necessary to complete the contract work.

# 59. Sanitary Manhole 4-Foot, Item SPV.0200.01.

# **A Description**

This special provision describes furnishing and installing sanitary sewer manholes as shown on the plans, and according to the applicable provisions of standard spec 611 and as hereinafter provided.

#### **B** Materials

Provide sanitary manholes constructed of 48-inch diameter precast reinforced concrete rings with eccentric cone sections. Conform to ASTM C478. Provide steps 16-inch on center. Join manhole sections with preformed butyl rubber sealant complying with ASTM C990. Provide 9-inch wide butyl-based wrap for each outside structure joint; Press-Seal "EX Wrap", or approved equal. Provide precast bases. Provide boot type flexible connectors with stainless steel band seals for all connecting pipes.

Submit sanitary manhole shop drawings to engineer. Do not begin fabrication of sanitary manholes until shop drawings have been reviewed by engineer.

# **C** Construction

Excavate as required to install manholes. Level base of excavation to provide a firm foundation for the precast bottom.

Following placement and connection to new and existing pipes, construct interior bottom of manholes of concrete fillets poured in place in the field. Make flow lines smooth with uniform curves to promote flow through the manhole. Form benches by continuing the width of the connecting pipes from mid-line to top of pipe, then extending at a 1/2-inch per foot pitch to the manhole wall. Plug all lift holes with mortar from the outside prior to backfilling. Make sanitary manholes watertight, with no visible signs of leakage at the time of final inspection.

# **D** Measurement

The department will measure Sanitary Manhole (diameter) by the vertical foot, acceptably installed, measured from invert of out flowing sewer to bottom of adjusting rings.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0200.01Sanitary Manhole 4-FootVF

Payment is full compensation for all materials, including manhole sections, flexible connectors, joint material, concrete, and bedding stone; for sewage bypass pumping; and for all excavating and backfilling.

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

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

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

# I. BASIC CONCEPTS

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

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
  - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
  - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>2</u> (number) TrANS Graduate(s) be utilized on this contract.
- 2) On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>2</u> (number) TrANS Apprentice(s) be utilized on this contract.

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

# I. RATIONALE AND SPECIAL NOTE

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

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

# II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

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

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

# IV. TRANS TRAINING

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

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

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

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

# V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

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

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

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

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

# **ADDITIONAL SPECIAL PROVISION 3**

# DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

# 1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
  - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
  - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance. <a href="https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf">https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf</a>
  - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
    - i. Produce accurate and complete quotes.
    - ii. Understand highway plans applicable to their work.
    - iii. Understand specifications and contract requirements applicable to their work.
    - iv. Understand contracting reporting requirements.
  - (2) Wisconsin DOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
  - (3) For more comprehensive information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at: https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx

# 2. Definitions

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

- a. Bid Percentage: The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- e. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- f. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

# 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

# 4. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

# a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

# b. Documentation Submittal

The contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at DBE\_Alert@dot.wi.gov (DBE\_Alert@dot.wi.gov) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

### (1) Bidder Meets DBE Goal

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

### (2) Bidder Does Not Meet DBE Goal

- i. If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Efforts Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
  - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
  - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

#### c. Bidder Fails to Submit Documentation

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

# 5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith efforts will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

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

- b. Prime Contractors should:
  - (1) <u>Document</u> all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - (2) Prime contractors <u>may</u> request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach <u>is not</u> a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: DOTDBESupportServices@dot.wi.gov.
  - (3) Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to <a href="mailto:DOTDBESupportServices@dot.wi.gov">DOTDBESupportServices@dot.wi.gov</a>.
    - ii. SBN is the preferred outreach tool. <a href="https://www.bidx.com/wi/main">https://www.bidx.com/wi/main</a>. Other acceptable means include postal mail, email, fax, phone call.
      - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
      - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
    - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
    - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
    - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
      - (a) Email to all prospective DBE firms in relevant work areas.
      - (b) Phone call log to DBE firms who express interest via written response or call.
      - (c) Fax/letter confirmation
      - (d) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- c. <u>Evaluate DBE quotes</u> Documentation is critical if a prime does not utilize the DBE firm's quote for any reason.
  - Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, *a discussion with the DBE firm* regarding its capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
  - (2) In striving to meet an assigned DBE contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.

- (3) Special Circumstance Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
  - i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
  - ii. Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- d. Immediately after notification of contract award, the prime submits all 'Commitment to Subcontract' forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
  - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
  - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
  - (3) Photocopies or electronic copies of all written solicitations to DBE's. A printed copy of SBN solicitation is acceptable.
  - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
  - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

# 6. Use of Joint Checks

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

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

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

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

# 7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 5 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

# 8. Department's Criteria for DBE Participation

# **Directory of DBE firms**

a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx

b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

# 9. Counting DBE Participation

# **Assessing DBE Work**

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

# 10. Commercially Useful Function

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE is performing a commercially useful function if the following conditions are met:
  - (1) For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

# 11. Credit Evaluation for Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at <a href="https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf">https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf</a>

# 12. Credit Evaluation for Manufacturers, Suppliers, Brokers

The department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The department will count the material and supplies that a DBE provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

#### a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100**% percent of the cost of the materials or supplies toward DBE goals.
- b. Regular Dealers of Material and/or Supplies
  - (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  - (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
  - (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
    - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
    - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- c. Brokers, Transaction Expediters, Packagers, Manufacturers Representatives
  - (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit; however, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions.
  - (2) Brokerage fees have historically been calculated as 10% of the purchase amount.
  - (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.
  - (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice. WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice. Please respond to the following questions and submit with your DBE Commitment Form.

- 1. What is the product or material?
- 2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
- 3. Which contract line items were referenced to develop this quote?
- 4. What is the amount of material or product used on the project?

# 13. Credit Evaluation for DBE Primes

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

#### 14. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces for DBE credit.

# 15. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be evaluated and confirmed by the DBE Office for any contracts on which the mentor protégé team identifies itself to the DBE Office as a current participant of the Mentor Protégé Program.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

# 16. DBE Replacement or Termination

### **Contractual Requirement**

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

# **Contractor Considerations**

a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason or is terminated from a contract, the prime contractor is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
  - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
    - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
    - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent to* request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
    - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
    - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days to respond, in writing. Exception: The prime contractor must provide a verifiable reason for a response period shorter than five days. For example a WisDOT project manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
    - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

# The Request to Replace or Terminate a DBE

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

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

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

Examples of Good Causes to Replace a DBE according to the federal DBE program guidelines [49 CFR part 26.53]

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

# **Evaluation and Response to the Request**

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at <a href="mailto:DBE\_Alert@dot.wi.gov">DBE\_Alert@dot.wi.gov</a> or by calling 608-267-3849.

# 17. DBE Utilization beyond the approved DBE Commitment Form DT1506

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at <u>DBE\_Alert@dot.wi.gov</u> describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.
  If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at <a href="mailto:DBE\_Alert@dot.wi.gov">DBE\_Alert@dot.wi.gov</a>. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.
  - The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

# 18. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

# 19. Payment

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

# APPENDIX A Sample Contractor Solicitation Letter Page 1 This sample is provided as a guide not a requirement

#### **GFW SAMPLE MEMORANDUM**

TO: DBE FIRMS

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month-date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. <u>Make sure the correct letting date</u>, <u>project ID and proposal number</u>, <u>unit price and extension are included in your quote</u>. We prefer quotes be sent via SBN but <u>prime's alternatives</u> are acceptable. Our office hours are <u>include hours and days</u>. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <a href="https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx">https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx</a> All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

# Sample Contractor Solicitation Letter Page 2 This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

etting Date:							
roject ID:							
ease check all that apply	_						
Yes, we will be quoting on No, we are not interested in Please take our name off you We have questions about questions	n quoting on to our monthly D	he letting OBE conta	or its items ct list			his number	
Prime Contractor 's Contact P	erson	<b>¬</b>		DBE Co	ntractor Co	ontact Perso	n
3			DI				
Phone:		_	Phone				
Tax:		_	Fax				
Email:		_	Email				
		_					
	circle the jo						T 7
Proposal No.	1	2	3	4	5	6	7
ORK DESCRIPTION:	X		X	X		X	X
ORK DESCRIPTION: Clear and Grub	X X		X X	X X		X X	X
ORK DESCRIPTION: Clear and Grub Dump Truck Hauling							
ORK DESCRIPTION: Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
ORK DESCRIPTION: Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items	X		X X	X X		X X	X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers	X X X	X	X X X	X X X		X X X	X X X
County  /ORK DESCRIPTION:  Clear and Grub  Dump Truck Hauling  Curb & Gutter/Sidewalk, Etc.  Erosion Control Items  Signs and Posts/Markers  Traffic Control  Electrical Work/Traffic Signals	X X X	X	X X X X	X X X X		X X X X	X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control	X X X	X X	X X X X X X	X X X X X X	X	X X X X X X	X X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control Electrical Work/Traffic Signals Pavement Marking	X X X	X X X	X X X X X	X X X X X X X	X	X X X X X X X	X X X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base	X X X X	X X	X X X X X X	X X X X X X X X		X X X X X X	X X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base Pipe Underdrain	X X X X	X X X	X X X X X X	X X X X X X X X X	X X	X X X X X X X X	X X X X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base Pipe Underdrain Beam Guard	X X X X	X X X	X X X X X X	X X X X X X X X	X	X X X X X X X	X X X X X X X
Clear and Grub Dump Truck Hauling Curb & Gutter/Sidewalk, Etc. Erosion Control Items Signs and Posts/Markers Traffic Control Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base Pipe Underdrain	X X X X	X X X	X X X X X X	X X X X X X X X X	X X	X X X X X X X X	X X X X X X X

# APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

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

# **Primes**

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

# **DBE**

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

# **APPENDIX C**

# Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

- 1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities.
- 2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
- 3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
- 4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal.
- 5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
- 6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- 7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
- 8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
- 9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
- 10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
- 11. Whether the contractor returned calls of firms expressing interest in a timely manner.

# APPENDIX D

# **Good Faith Effort Evaluation Guidance**

# Excerpt from Appendix A of 49 CFR Part 26

# APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a

- contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

# Appendix E Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription.

Within the Small Business Network. **Prime Contractors** can:

# 1. Easily select proposals, work types and items:

a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.

# 2. Create sub-quotes for the subcontracting community:

- a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
- b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
- c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request.
- d. Add attachments to sub-quotes.

# 3. View sub-quote requests & responses:

- a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, subquote requests can be hidden with one click if they are not applicable.
- b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.

# 4. View Record of Subcontractor Outreach Effort:

- a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
- b. Easily locate pre-qualified and certified small and disadvantaged businesses.
- c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
- d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

# 1. View and reply to sub-quote requests from primes:

a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.

# 2. Select items when responding to sub-quote requests from primes:

- a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
- b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
- c. Add attachments to a sub-quote.

# 3. Create and send unsolicited sub-quotes to specific contractors:

a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.

# 4. Easily select and price items for unsolicited sub-quotes:

- a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
- b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
- c. Add attachments to a sub-quote.
- d. Add unsolicited work items to sub-quotes that you are responding to.

# 5. Easy Access to Valuable Information

- a. Receive a confirmation that your sub-quote was opened by a prime.
- b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
- c. View important notices and publications from DOT targeted to small and disadvantaged businesses.

# 6. Accessing Small Business Network for WisDOT contracting opportunities

- a. If you are a contractor not yet subscribing to the Bid Express service, go to <a href="www.bidx.com">www.bidx.com</a> and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
- DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

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# ADDITIONAL SPECIAL PROVISION 4

# **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

# **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

# **Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

# ADDITIONAL SPECIAL PROVISION 6 ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

#### 107.17.1 General

Replace paragraph seven with the following effective with the December 2018 letting:

(7) Have a professional engineer registered in the state of Wisconsin sign and seal the shop drawings. At least 30 calendar days before starting falsework, form, or shoring construction; submit a PDF file of shop drawings to the railroad's chief engineering officer and to the engineer. The engineer and the railroad may review the shop drawings. If the engineer or the railroad finds the shop drawings unsatisfactory, the contractor shall make the required changes. A satisfactory shop drawing review does not relieve the contractor of responsibility and liability for the structural integrity and proper functioning of the falsework, forms, or shoring.

#### 305.2.1 General

Replace paragraph two with the following effective with the December 2018 letting:

(2) Where the contract specifies or allows 1 1/4-inch base, do not place reclaimed asphalt, reprocessed material, or blended materials below virgin aggregate materials unless the contract specifies or the engineer allows in writing. The department will allow virgin aggregate above reclaimed asphalt, reprocessed material, or blended materials in shoulder areas adjacent to concrete pavement.

#### 420.3.2.1 General

Replace paragraph one with the following effective with the December 2018 letting:

(1) Use self-propelled grinding machines with depth, grade, and slope controls designed for grinding and texturing concrete. Equip grinding machines with diamond blades and a vacuuming system capable of removing liquid and solid residue from the ground surface. Shroud the machine to prevent discharging loosened material into adjacent work areas or live traffic lanes. Provide the specified effective wheelbase, defined as the center of the front to center of the rear main support wheels.

# 420.3.2.2 Continuous Grinding

Replace paragraph one with the following effective with the December 2018 letting:

(1) Under the Continuous Diamond Grinding Concrete Pavement bid item, ensure that the grinding machine, including the grinding head, weighs 35,000 pounds or more, will grind a strip at least 4 feet wide, and has an effective wheel base of 25 feet or more. For pavements with a design speed less than 40 miles per hour and areas difficult to access, the contractor may use equipment with an effective wheel base of 12 feet or more.

# 450.3.2.8 Jointing

Replace paragraphs three through five with the following effective with the December 2018 letting:

- (3) Construct notched wedge longitudinal joints for mainline paving if the pavement thickness conforms to the minimums specified in 460.3.2, unless the engineer directs or allows an alternate joint. Construct the wedge using a slope no steeper than 3:1. Extend the wedge 12 inches beyond the normal lane width, or as the engineer directs. Ensure that the wedge for all layers directly overlaps and slopes in the same direction.
- (4) Locate the joint at the pavement centerline for 2-lane roadways, or at lane lines if the roadway has more than 2 lanes. Construct a vertical notch 1/2-inch to 3/4-inch high on the centerline or lane line at the top of each wedge. Place a 1/2-inch to 3/4-inch notch at the outside bottom edge of the wedge after compacting each layer. Align the finished longitudinal joint line of the upper layer with the centerline or lane line.
- (5) Construct the wedge for each layer using an engineer-approved strike-off device that will provide a uniform slope and will not restrict the main screed. Shape and compact the wedge with a weighted

steel side roller wheel the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.

# 455.2.4.3 Emulsified Asphalts

Replace paragraph two with the following effective with the December 2018 letting:

(2) The bill of lading for emulsified asphalts shall indicate the asphalt content of the original emulsion and dilution rate of the additional water added to the original emulsion. If undiluted samples are not available, test the diluted material and modify AASHTO M140, M208, or M316 to reflect properties resulting from dilution of the asphalt.

# 460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the December 2018 letting:

(3) The department will perform testing conforming to the following standards:

Bulk specific gravity (G<sub>mb</sub>) of the compacted mixture according to AASHTO T166.

Maximum specific gravity (G<sub>mm</sub>) according to AASHTO T209.

Air voids (Va) by calculation according to AASHTO T269.

VMA by calculation according to AASHTO R35.

Asphalt content by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164, or Asphalt Analyzer™ according to manufacturer recommendations.

# 460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2018 letting:

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
  - Va is within a range of 2.0 to 4.3 percent. For SMA, Va is within a range of 2.7 to 5.3 percent.
  - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.
  - Asphalt content is within minus 0.3 percent of the JMF.

### 460.2.8.3.1.7 Dispute Resolution

Replace paragraph one with the following effective with the December 2018 letting:

(1) When QV test results do not meet the specified limits for 100 percent pay, the bureau's AASHTO accredited laboratory and certified personnel will referee test the retained portion of the QV sample and the retained portion of the required forward and backward QC retained samples according to CMM 8-36.

# 460.5.2.1 General

Replace paragraphs five and six with the following effective with the December 2018 letting:

(5) The department will reduce pay for nonconforming QMP HMA mixtures as specified in 460.2.8.2.1.7, starting from the stop point to the point when the running average of 4 is back inside the warning limits. The engineer will determine the quantity of material subject to pay reduction based on the testing data and an inspection of the completed pavement. The department will reduce pay as follows:

#### PAYMENT FOR MIXTURE[1][2][3]

	PRODUCED WITHIN	PRODUCED OUTSIDE
ITEM	WARNING BANDS	JMF LIMITS
Gradation	90%	75%
Asphalt Content <sup>[4]</sup>		
Air Voids	70%	50%
\/N/ <b>A</b>	90%	75%

- [1] For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.
- Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. If the quantity of material subject to pay adjustment based on the running average of 4 is also subject to pay adjustment resulting from dispute resolution in accordance with 460.2.8.3.1.7, the department will apply the single pay adjustment resulting in the lowest percent pay.
- [3] In addition to any pay adjustment listed in the table above, the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.
- [4] The department will not adjust pay based on a running average of 4 asphalt content tests; however, corrective action will be applied to nonconforming material according to 460.2.8.2.1.7.
- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
  - Va greater than 5.0 or less than 1.5.
  - VMA more than 1.0 below the minimum allowed in table 460-1.
  - AC more than 0.5 % below the JMF target.

Remove and replace the material, or if the engineer allows the mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

# 506.3.2 Shop Drawings

Replace paragraph four with the following effective with the December 2018 letting:

(4) Ensure that the fabricator submits a PDF file of shop drawings for railroad structures to the railroad company's chief engineering officer upon contract completion.

# 650.3.1 General

Replace the entire text with the following effective with the December 2018 letting:

- (1) Department and contractor responsibilities for construction staking are specified in 105.6. Conform to 105.6 and the additional requirements specified here in 650.3 for the individual contractor-staking bid items the contract includes.
- (2) Protect and preserve known property and survey marks and land monuments as specified in 107.11.3. The contract may require related work under the 621 bid items.
- (3) Obtain or calculate benchmark data, grades, and alignment from plan information. The engineer will furnish data for the horizontal and vertical control points, control point ties, horizontal alignments, profiles, and elevations. Reestablish, set additional, and maintain the horizontal and vertical control points and control point ties, as needed for bid items.
- (4) Check horizontal and vertical information including but not limited to alignments, locations, elevations, and dimensions, that either the plans show or the engineer provides, for compatibility with existing field conditions. Conduct similar compatibility checks and accuracy checks of horizontal and vertical positions either the department or the contractor establishes in the field.
- (5) Perform survey work using conventional methods, or AMG methods capable of achieving the lines and grades the plans show for the work in question. Establish additional benchmarks and control points as necessary to support the method of operation.

### 650.3.1.1 Staking

- (1) Furnish, set, reference, and maintain stakes and markings necessary to establish the alignment, location, benchmarks, elevations, and continuous profile-grades for road and structure work as needed for bid items. Supervise and coordinate construction staking.
- (2) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours, upon request, as the work progresses.
- (3) Furnish surveying equipment, stakes, flags, pins, lath, whiskers, and other materials necessary to perform this work, subject to the engineer's approval.

#### 650.3.1.2 Automated Machine Guidance

#### 650.3.1.2.1 General

(1) The contractor may substitute AMG for conventional staking on all or part of the work under the individual staking bid items. Coordinate with the engineer throughout the course of construction to ensure that work performed using AMG conforms to the contract tolerances and that the methods employed conform to the contractor's AMG work plan and accepted industry standards. Revert to conventional staking methods for all or part of the work at any point during construction if AMG is producing unacceptable results.

#### 650.3.1.2.2 AMG Work Plan

- (1) Submit a comprehensive written AMG work plan for department review at least 5 business days before the preconstruction conference. In that plan discuss how AMG technology will be integrated into other technologies employed on the project. List the staking bid items that will have work performed using AMG and, for each bid item listed, include the following:
  - 1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
  - 2. Designate a single staff person as the primary contact for AMG technology issues.
  - 3. List and map the primary and secondary control points required under 105.6.2 enveloping the site.
  - 4. Describe the contractor's quality control procedures. Include the frequency and type of checks performed to ensure that the work conforms to the contract plans.
- (2) The engineer will review the plan to determine if it conforms to the contract. Do not perform AMG work until the engineer approves the governing portion of the AMG workplan. Perform the work as the contractor's AMG work plan provides. Update the plan as necessary.

# 650.3.1.2.3 Geometric and Surface Information

# 650.3.1.2.3.1 Department Responsibilities

(1) At any time after the contract is awarded the contractor may request the contractor data packet. The department will provide the packet within 5 business days of receiving the contractor's request.

# 650.3.1.2.3.2 Contractor Responsibilities

- (1) Develop and maintain a contractor construction model for areas of the project employing AMG. Confirm that the resulting model agrees with the contract plans.
- (2) If the engineer requests, provide the construction model to the department in LandXML or other engineer-approved format.

#### 650.3.1.2.4 Managing and Updating Information

- (1) Notify the department of any errors or discrepancies in department-provided information. The department will determine what revisions may be required. The department will revise the contract plans, if necessary, to address errors or discrepancies that the contractor identifies. The department will provide the best available information related to those contract plan revisions.
- (2) Revise the construction model as required to support construction operations and to reflect any contract plan revisions the department makes. Perform checks to confirm that the revised construction model agrees with the contract plan revisions. If the engineer requests, provide construction model updates to the engineer. The department will pay for costs incurred to incorporate contract plan revisions as extra work.

#### 650.3.1.2.5 Construction Checks

- (1) Check the work against the plan elevation at randomly selected points on cross-sections located at stations evenly divisible by 100 at the frequency the engineer approved as a part of the AMG work plan. Submit the results of these random checks to the engineer daily. Notify the engineer immediately if a check exceeds the tolerances specified in 650.3.1.2.6 below.
- (2) Check the work at additional points as the engineer directs. The department may conduct periodic independent checks.

#### 650.3.1.2.6 Construction Tolerances

- (1) Ensure that the finished work vertically matches existing or other completed features. Ensure that the work conforms to revised plan elevations as follows:
  - Subgrade : +/- 0.10 feet.
  - Base: within the tolerance specified in 301.3.4.1(2).

## 650.3.3 Subgrade

Retitle and replace the entire text with the following effective with the December 2018 letting:

#### 650.3.3 Subgrade Staking

(1) Set construction stakes or marks at intervals of 100 feet, or more frequently, for rural sections and at intervals of 50 feet, or more frequently, for urban sections. Include additional stakes at each cross-section as necessary to match the plan cross-section, achieve the required accuracy, and to support construction operations. Also set and maintain stakes as necessary to establish the horizontal and vertical positions of intersecting road radii, auxiliary lanes, horizontal and vertical curves, and curve transitions. Locate stakes to within 0.25 feet horizontally and establish the grade elevation to within 0.03 feet vertically.

# **Errata**

#### 520.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

(5) Provide joint ties on the upstream and downstream ends of circular and horizontal elliptical concrete culvert and concrete cattle pass installations. Tie the next 3 pipe joints or, if using apron endwalls, the endwall joint and the last 2 pipe joints. Ties are not required on culverts with masonry endwalls unless the plans show otherwise.

# 608.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

(5) Provide joint ties on concrete storm sewer system infall and outfall pipes. Tie the last 3 pipe joints or, if using apron endwalls, the endwall joint and the next 2 pipe joints. Ties are not required on installations with masonry endwalls unless the plans show otherwise.

# **ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction
  - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  - 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  - 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

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

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

 $\underline{https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-\underline{manual.pdf}}$ 

# ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

- (2) Ensure that all tiers of subcontractors, including all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a>. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

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

#### I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

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

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

### VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### 1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.

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

\* \* \* \* \*

### 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

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

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. You may contact the person to
  which this proposal is submitted for assistance in obtaining a
  copy of those regulations. "First Tier Covered Transactions"
  refers to any covered transaction between a grantee or
  subgrantee of Federal funds and a participant (such as the
  prime or general contract). "Lower Tier Covered Transactions"
  refers to any covered transaction under a First Tier Participant"
  refers to the participant who has entered into a covered
  transaction with a grantee or subgrantee of Federal funds
  (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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.

\* \* \* \* \*

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

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

### **Non-discrimination Provisions**

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

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

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

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

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **SEPTEMBER 2002**

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

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

### Goals for Minority Participation for Each Trade:

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

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

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

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

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

As referred to in this section, the Director means:

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

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

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

### **APRIL 2013**

### ADDITIONAL FEDERAL-AID PROVISIONS

### NOTICE TO ALL BIDDERS

To report bid rigging activities call:

### 1-800-424-9071

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

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

### **Effective August 2015 letting**

### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

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

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

https://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc

1 of 1

### Cargo Preference Act Requirement

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

- (a) Agreement Clauses. "Use of United States-flag vessels:"
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

### WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

### SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID

### I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

### II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site
  of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH\_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site
  established specifically for the performance of the contract where a
  significant portion of such building or work is constructed and the physical
  place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- · Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

### III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

### IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- · FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- · U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

General Decision Number: WI180010 10/12/2018 WI10

Superseded General Decision Number: WI20170010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/05/2018	
1		05/18/2018	
2		05/25/2018	
3		06/15/2018	
4		06/22/2018	
5		07/20/2018	
6		08/03/2018	
7		08/31/2018	
8		09/28/2018	
9		10/12/2018	

BRWI0001-002 06/01/2017

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

	Rates	Fringes	
BRICKLAYER	\$ 32.03	22.40	
BRWI0002-002 06/01/2017			

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 38.07	20.67
DDWT0002_005_06/01/2017		

BRWI0002-005 06/01/2017

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.	\$ 34.87	21.46
BRWI0003-002 06/01/2017		

BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 32.41	22.02
BRWI0004-002 06/01/2017		
KENOSHA, RACINE, AND WALWORTH CO	UNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 36.79	22.99
BRWI0006-002 06/01/2017		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER	.\$ 33.25	21.18
BRWI0007-002 06/01/2017		
GREEN, LAFAYETTE, AND ROCK COUNT	'IES	
	Rates	Fringes
BRICKLAYER	.\$ 33.77	22.37
BRWI0008-002 06/01/2017		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COU	JNTIES
	Rates	Fringes
BRICKLAYER	.\$ 37.25	22.10
BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN	COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 32.22	20.57
BRWI0019-002 06/01/2017		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER	.\$ 32.17	22.26
BRWI0034-002 06/01/2017		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	.\$ 33.74	22.40
CARP0087-001 05/01/2016		
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen	.\$ 36.85	18.39
CARP0252-002 06/01/2016		
ADAMS, BARRON, BAYFIELD (Easte BURNETT (E. of Hwy 48), CALUMET, CRAWFORD, DANE, DODGE, DOOR, DUN	CHIPPEWA, CLARE	K, COLUMBIA,

area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER CARPENTER. MILLWRIGHT. PILEDRIVER.	\$ 35.08	18.00 18.35 18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters Carpenter Millwright Pile Driver	\$ 35.08	18.00 18.35 18.00

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER	\$ 35.78	22.11
CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes	
CARPENTER	\$ 36.15	20.43	

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

Rat	es F	ringes
PILEDRIVERMAN  Zone A\$ 31  Zone B\$ 31	.03	22.69 22.69

ELEC0014-002 06/04/2018

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

	Rates	Fringes
Electricians:	\$ 34.21	20.46
DI EGO014 007 06/05/2010		

ELEC0014-007 06/05/2018

REMAINING COUNTIES

Rates Fringes

13.92

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

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ELEC0127-002 06/01/2017

KENOSHA COUNTY

Rates Fringes

Electricians:......\$38.50 30%+10.57

ELEC0158-002 06/04/2018

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

Rates Fringes

Electricians:......\$32.50 19.68

ELEC0159-003 06/01/2018

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
Electricians:.....\$39.04 21.56

ELEC0219-004 06/01/2016

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

Rates Fringes

Electricians:
 Electrical contracts over \$180,000......\$ 32.38 18.63
 Electrical contracts under \$180,000.....\$ 30.18 18.42

ELEC0242-005 05/16/2018

DOUGLAS COUNTY

Rates Fringes
Electricians:.....\$36.85 26.17

\* ELEC0388-002 06/03/2018

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:......\$ 32.55 19.02

\* ELEC0430-002 06/01/2018

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 38.78

ELEC0494-005 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 39.31 24.69

ELEC0494-006 06/01/2018

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

Rates Fringes

Electricians:......\$33.40 22.08

ELEC0494-013 06/01/2018

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

Rates Fringes

Sound & Communications
Installer......\$ 19.56 17.74
Technician.....\$ 28.99 19.15

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, 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 06/01/2018

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

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

Electricians:	Rates	Fringes 19.63
ELEC0953-001 07/01/2015		
	Rates	Fringes
Line Construction: (1) Lineman	.\$ 40.03 .\$ 33.71 .\$ 26.78 .\$ 24.86	32% + 5.00 32% + 5.00 32% + 5.00 14.11 13.45 32% + 5.00

ENGI0139-005 06/04/2018

	Rates	Fringes
Power Equipment Operator Group 1	\$ 40.22 \$ 39.72 \$ 39.46	22.10 22.10 22.10 22.10 22.10
Group 6	\$ 33.27	22.10

### HAZARDOUS WASTE PREMIUMS:

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

### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender.

GROUP 6: Off-road material hauler with or without ejector.

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IRON0008-002 06/01/2017

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

Rates Fringes
IRONWORKER......\$ 31.24 26.97

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

IRON0008-003 06/01/2017

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

Rates Fringes
IRONWORKER.....\$33.19 26.97

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

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IRON0383-001 06/01/2017

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

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER......\$36.29 30.77

IRON0512-008 05/01/2017

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

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

	Rates	Fringes
IRONWORKER	.\$ 32.04	26.45
LABO0113-002 06/04/2018		

MILWAUKEE AND WAUKESHA COUNTIES

# Rates Fringes LABORER Group 1.........\$ 27.88 21.76 Group 2.........\$ 28.03 21.76

 Group 1
 \$ 27.88
 21.76

 Group 2
 \$ 28.03
 21.76

 Group 3
 \$ 28.23
 21.76

 Group 4
 \$ 28.38
 21.76

 Group 5
 \$ 28.53
 21.76

 Group 6
 \$ 24.37
 21.76

#### 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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LABO0113-003 06/04/2018

OZAUKEE AND WASHINGTON COUNTIES

		Rates	Fringes
LABORER	1	Ċ 27 12	21.76
	2		21.76
Group	2	Q Z / . Z J	
	3		21.76
Group	4	\$ 27.48	21.76
Group	5	\$ 27.33	21.76
	6		21.76

### 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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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#### LABO0113-011 06/04/2018

#### KENOSHA AND RACINE COUNTIES

		Rates	Fringes
LABORER			
Group	1	\$ 26.94	21.76
Group	2	\$ 27.09	21.76
Group	3	\$ 27.29	21.76
	4		21.76
	5		21.76
	6		21.76

#### 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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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### LABO0140-002 06/04/2018

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

		Rates	Fringes
LABORER			
Group	1	\$ 31.80	17.20
Group	2	\$ 31.90	17.20
	3		17.20
	4		17.20
	5		17.20
Group	6	\$ 28.43	17.20

### 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; Bitminous 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 Sawer 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

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(Curb, Sidewalk and Pavement); Strike Off Man
GROUP 4: Line and Grade Secialist
GROUP 5: Blaster; powderman
GROUP 6: Flagperson; Traffic Control
LABO0464-003 06/04/2018
DANE COUNTY
                                     Rates
                                                    Fringes
LABORER
     17..20
                                                        17..20
                                                       17..20
                                                       17..20
                                                       17..20
17..20
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;
  Bituminious Worker (Dumper, Ironer, Smoother, and Tamper);
  Concrete Handler
  GROUP 2: Air Tool Operator; Joint Sawer 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 05/01/2017
ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES
                                     Rates
                                                    Fringes
Painters:
     New:
     Brush, Roller.....$ 30.33
Spray, Sandblast, Steel...$ 30.93
Repaint:
                                                        17.27
     Brush, Roller.....$ 28.83
Spray, Sandblast, Steel....$ 29.43
PAIN0108-002 06/01/2017
RACINE COUNTY
                                     Rates
Painters:
  Brush, Roller......$ 33.74
Spray & Sandblast......$ 34.74
                                                        18.95
PAIN0259-002 05/01/2008
BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES
                                     Rates Fringes
PAINTER.....$ 24.11
                                                        12.15
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PAIN0	259 - 0	04	05/	01/	2015

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

BUFFALO, CRAWFORD, JACKSON, LA C VERNON COUNTIES	ROSSE, MONROE,	TREMPEALEAU, AND
	Rates	Fringes
PAINTER	.\$ 22.03	12.45
PAIN0781-002 06/01/2017		
JEFFERSON, MILWAUKEE, OZAUKEE, W	ASHINGTON, AND	WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	.\$ 31.00	22.80 22.80 22.80
PAIN0802-002 06/01/2017		
COLUMBIA, DANE, DODGE, GRANT, GR ROCK, AND SAUK COUNTIES	EEN, IOWA, LAFA	YETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 28 25	17.72
PREMIUM PAY:	. 7 20.23	17.72
Structural Steel, Spray, Bridg hour.	es = \$1.00 ad	ditional per
PAIN0802-003 06/01/2017		
ADAMS, BROWN, CALUMET, CLARK, DO LAKE, IRON, JUNEAU, KEWAUNEE, LA MARATHON, MARINETTE, MARQUETTE, OUTAGAMIE, PORTAGE, PRICE, SHAWA WAUSHARA, WAUPACA, WINNEBAGO, AN	NGLADE, LINCOLN MENOMINEE, OCO NO, SHEBOYGAN,	, MANITOWOC, NTO, ONEIDA, TAYLOR, VILAS,
	Rates	Fringes
PAINTER	.\$ 24.89	12.05
PAIN0934-001 06/01/2017		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	.\$ 34.74 .\$ 33.89	18.95 18.95 18.95
PAIN1011-002 06/01/2017		
FLORENCE COUNTY		
	Rates	Fringes
Painters:		12.23
PLAS0599-010 06/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1	.\$ 35.07 .\$ 35.61 .\$ 34.70 .\$ 36.27	17.17 19.75 19.40 20.51 18.73 22.99

#### 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, TREMPEALEAU, 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

TTTM0020 001 06/01/0010

TEAM0039-001 06/01/2018

	Rates	Fringes
TRUCK DRIVER  1 & 2 Axles  3 or more Axles; Euclids Dumptor & Articulated,	\$ 28.12	21.20
Truck Mechanic	\$ 28.27	21.20
WELL DRILLER	\$ 16.52	3.70

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

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

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

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

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

### Union Average Rate Identifiers

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

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

### \_\_\_\_\_\_

### 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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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 DECISION

General Decision Number: WI180008 10/12/2018 WI8

Superseded General Decision Number: WI20170008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication Date
0		01/05/2018
1		05/25/2018
2		06/22/2018
3		07/20/2018
4		08/24/2018
5		08/31/2018
6		09/28/2018
7		10/12/2018

BRWI0001-002 06/01/2017

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

	Rates	Fringes
BRICKLAYER	\$ 32.03	22.40
BRWI0002-002 06/01/2017		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes	
BRICKLAYER	.\$ 38.07	20.67	
BRWI0002-005 06/01/2017			_

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.	\$ 34.87	21.46
BRWI0003-002 06/01/2017		

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

Rates Fringes

	\$ 32.41	22.02
BRWI0004-002 06/01/2017 KENOSHA, RACINE, AND WALWORTH	COLINETEC	
RENOSHA, RACINE, AND WALWORTH		Fringes
BRICKLAYER	\$ 36.79	22.99 
BRWI0006-002 06/01/2017  ADAMS, CLARK, FOREST, LANGLADE ONEIDA, PORTAGE, PRICE, TAYLOR		
	Rates	Fringes
BRICKLAYER	\$ 33.25	21.18
BRWI0007-002 06/01/2017		
GREEN, LAFAYETTE, AND ROCK COU	NTIES	
	Rates	Fringes
BRICKLAYER	\$ 33.77	22.37
BRWI0008-002 06/01/2017		
MILWAUKEE, OZAUKEE, WASHINGTON	, AND WAUKESHA	COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 37.25	22.10
BRWI0009-001 06/01/2017		
GREEN LAKE, MARQUETTE, OUTAGAM AND WINNEBAGO COUNTIES	IE, SHAWANO, WA	AUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER	\$ 32.41	22.02
BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWO	C, AND SHEBOYGA	AN COUNTIES
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Rates	Fringes
		Fringes
BRICKLAYER  BRWI0013-002 06/01/2017	\$ 32.22	Fringes
BRICKLAYER  BRWI0013-002 06/01/2017	\$ 32.22	Fringes
BRICKLAYER BRWI0013-002 06/01/2017 DANE, GRANT, IOWA, AND RICHLAN	\$ 32.22  TO COUNTIES  Rates	Fringes 20.57
BRICKLAYER BRWI0013-002 06/01/2017 DANE, GRANT, IOWA, AND RICHLAN	\$ 32.22  TO COUNTIES  Rates	Fringes 20.57 Fringes
BRICKLAYERBRWI0013-002 06/01/2017  DANE, GRANT, IOWA, AND RICHLAN  BRICKLAYERBRWI0019-002 06/01/2017  BARRON, BUFFALO, BURNETT, CHIP	\$ 32.22  TO COUNTIES  Rates \$ 33.74  PEWA, DUNN, EAU	Fringes  20.57  Fringes  22.40  J CLAIRE, PEPIN,
BRICKLAYERBRWI0013-002 06/01/2017  DANE, GRANT, IOWA, AND RICHLAN  BRICKLAYERBRWI0019-002 06/01/2017  BARRON, BUFFALO, BURNETT, CHIP	\$ 32.22  TO COUNTIES  Rates \$ 33.74  PEWA, DUNN, EAU	Fringes  20.57  Fringes  22.40  J CLAIRE, PEPIN,
BRICKLAYERBRWI0013-002 06/01/2017  DANE, GRANT, IOWA, AND RICHLAN  BRICKLAYER	D COUNTIES  Rates \$ 33.74  PEWA, DUNN, EAU SAWYER AND WAS	Fringes  20.57  Fringes  22.40  J CLAIRE, PEPIN, SHBURN COUNTIES
BRICKLAYERBRWI0013-002 06/01/2017  DANE, GRANT, IOWA, AND RICHLAN  BRICKLAYER	D COUNTIES  Rates \$ 33.74  PEWA, DUNN, EAU SAWYER AND WAS	Fringes  20.57  Fringes  22.40  J CLAIRE, PEPIN, SHBURN COUNTIES  Fringes
BRICKLAYER	D COUNTIES  Rates \$ 33.74  PEWA, DUNN, EAU SAWYER AND WAS	Fringes  20.57  Fringes  22.40  J CLAIRE, PEPIN, SHBURN COUNTIES  Fringes
BRICKLAYER	D COUNTIES  Rates \$ 33.74  PEWA, DUNN, EAU SAWYER AND WAS	Fringes  20.57  Fringes  22.40  J CLAIRE, PEPIN, SHBURN COUNTIES  Fringes

COLUMBIA AND SAUK COUNTIES				
	Rates	Fringes		
BRICKLAYER	\$ 33.74	22.40		
CARP0087-001 05/01/2016				
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.	(W. of Hwy 29) of Hwy 65) CO	, POLK (W. of Hwys UNTIES		
	Rates	Fringes		
Carpenter & Piledrivermen	\$ 36.85	18.39		
CARP0252-002 06/01/2016				
ADAMS, BARRON, BAYFIELD (Easter BURNETT (E. of Hwy 48), CALUMET, CRAWFORD, DANE, DODGE, DOOR, DURA area bordering Michigan State Lighant, GREEN, GREEN LAKE, IOWA, JUNEAU, KEWAUNEE, LA CROSSE, LAR MANITOWOC, MARATHON, MARINETTE (MENOMINEE, MONROE, OCONTO, ONEIN of Hwys 29 & 65), POLK (E. of Hwy RICE, RICHLAND, ROCK, RUSK, SAUST CROIX (E. of Hwy 65), TAYLOR, WALWORTH, WASHBURN, WAUPACA, WALKOUNTIES	CHIPPEWA, CL NN, EAU CLAIRE ine), FOND DU IRON, JACKSON FAYETTE, LANGL (except N.E. c OA, OUTAGAMIE, wys 35, 48 & 6 JK, SAWYER, SH , TREMPEALEAU,	ARK, COLUMBIA, , FLORENCE (except LAC, FOREST, , JEFFERSON, ADE, LINCOLN, orner), MARQUETTE, PEPIN, PIERCE (E. 5), PORTAGE, AWANO, SHEBOYGAN, VERNON, VILAS,		
	Rates	Fringes		
CARPENTER CARPENTER. MILLWRIGHT. PILEDRIVER.	\$ 33.56 \$ 35.08 \$ 34.12	18.00 18.35 18.00		
CARP0252-010 06/01/2016				
ASHLAND COUNTY				
	Rates	Fringes		
Carpenters Carpenter. Millwright. Pile Driver.	\$ 33.56 \$ 35.08 \$ 34.12	18.00 18.35 18.00		
CARP0264-003 06/01/2016				
KENOSHA, MILWAUKEE, OZAUKEE, RAG COUNTIES	CINE, WAUKESHA	, AND WASHINGTON		
	Rates	Fringes		
CARPENTER	\$ 35.78	22.11		
CARP0361-004 05/01/2018				
BAYFIELD (West of Hwy 63) AND DO	DUGLAS COUNTIE	S		
	Rates	Fringes		
CARPENTER	\$ 36.15	20.43		
CARP2337-001 06/01/2016				
ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON				
ZONE B: KENOSHA & RACINE				

PILEDRIVERMAN

Rates Fringes

Zone B	\$ 31.03	22.69 22.69
CARP2337-003 06/01/2016		
	Rates	Fringes
MILLWRIGHT Zone A	č 20 00	21.53
Zone B		21.53
ZONE DEFINITIONS		
ZONE A: MILWAUKEE, OZAUKEE, WAU	KESHA AND WASH	INGTON COUNTIES
ZONE B: KENOSHA & RACINE COUNTIL		
ELEC0014-002 06/04/2018		
ASHLAND, BARRON, BAYFIELD, BUFFA (except Maryville, Colby, Unity Sherwood), CRAWFORD, DUNN, EAU ( CROSSE, MONROE, PEPIN, PIERCE, I CROIX, SAWYER, TAYLOR, TREMPEALI COUNTIES	, Sherman, Fren CLAIRE, GRANT, POLK, PRICE, R	mont, Lynn & IRON, JACKSON, LA ICHLAND, RUSK, ST
	Rates	Fringes
Electricians:	\$ 34.21	20.46
ELEC0127-002 06/01/2017		
KENOSHA COUNTY		
	Rates	Fringes
Electricians:	\$ 38.50	30%+10.57
ELEC0158-002 06/04/2018		
BROWN, DOOR, KEWAUNEE, MANITOWOO MARINETTE(Wausuakee and area Son (East of a ine 6 miles West of to County), SHAWANO (Except Area No Hutchins) COUNTIES	uth thereof), ( the West bound	OCONTO, MENOMINEE ary of Oconto
	Rates	Fringes
Electricians:		19.68
ELEC0159-003 06/01/2018		
COLUMBIA, DANE, DODGE (Area West Emmet Townships), GREEN, LAKE (& Seneca, and St. Marie), IOWA, Mi Neshkoka, Crystal Lake, Newton, COUNTIES	except Townshi <sub>l</sub> ARQUETTE (exce <sub>l</sub>	os of Berlin, ot Townships of
	Rates	Fringes
Electricians:	\$ 39.04	21.56
ELEC0219-004 06/01/2016		
FLORENCE COUNTY (Townships of Av Florence and Homestead) AND MAR: Niagara)	urora, Commonwe INETTE COUNTY	ealth, Fern, (Township of
	Rates	Fringes
Electricians:		
Electricians.		
Electrical contracts over \$180,000	\$ 32.38	18.63
		18.63 18.42

	Rates	Fringes		
Electricians:	\$ 36.85	26.17		
* ELEC0388-002 06/03/2018				
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES	, LANGLADE, LIN an & Pembine), e West boundary	COLN, MARATHON, MENOMINEE (Area of Oconto		
	Rates	Fringes		
Electricians: * ELEC0430-002 06/01/2018	\$ 32.55 	19.02		
RACINE COUNTY (Except Burlington	Township)			
	Rates	Fringes		
Electricians:	\$ 38.78	21.49		
ELEC0494-005 06/01/2018				
MILWAUKEE, OZAUKEE, WASHINGTON, A	ND WAUKESHA COU	NTIES		
	Rates	Fringes		
Electricians:		24.69		
ELEC0494-006 06/01/2018				
CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES				
	Rates	Fringes		
Electricians:	\$ 33.40	22.08		
ELEC0577-003 06/01/2018				
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:	\$ 32.18	18.59		
ELEC0890-003 06/01/2018				
DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES				
	Rates	Fringes		
Electricians:		19.63		
ENGI0139-003 06/04/2018				
REMAINING COUNTIES				
	Rates	Fringes		
Power Equipment Operator Group 1	\$ 40.72 \$ 39.47	21.60 21.60		

Group 3\$	38.17	21.60
Group 4\$	37.64	21.60
Group 5\$	35.57	21.60
Group 6\$	34.04	21.60

#### 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 Sweeeprs; 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/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENGI0139-007 06/04/2018

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

Rates

Fringes

Power Equipment Operator	<u> </u>	
Group 1	\$ 40.19	21.65
Group 2	\$ 39.41	21.65
Group 3	\$ 38.46	21.65
Group 4	\$ 37.41	21.65
Group 5	\$ 36.01	21.65

#### HAZARDOUS WASTE PREMIUMS:

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

IRON0008-002 06/01/2017

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

	Rates	Fringes
IRONWORKER	.\$ 31.24	26.97
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christ	Memorial Day, J mas Day.	uly 4th, Labor
IRON0008-003 06/01/2017		
KENOSHA, MILWAUKEE, OZAUKEE, RAC WASHINGTON, AND WAUKESHA COUNTIE		[.E. 2/3),
	Rates	Fringes
IRONWORKER	.\$ 33.19	26.97
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christ		uly 4th, Labor
IRON0383-001 06/01/2017		
ADAMS, COLUMBIA, CRAWFORD, DANE, GRANT, GREENE, (Excluding S.E. t JEFFERSON, JUNEAU, LA CROSSE, LA MARQUETTE, MENOMINEE, MONROE, PO area, vicinity of Edgerton and M WAUSHARA, AND WOOD COUNTIES	ip), GREEN LAKE, FAYETTE, LANGLAD RTAGE, RICHLAND,	IOWA, E, MARATHON, ROCK (Northern
	Rates	Fringes
IRONWORKER	.\$ 34.50	23.82
IRON0498-005 06/01/2016		
GREEN (S.E. 1/3), ROCK (South of WALWORTH (S.W. 1/3) COUNTIES:	Edgerton and Mi	lton), and
	Rates	Fringes
IRONWORKERIRON0512-008 05/01/2017	.\$ 36.29 	30.77
BARRON, BUFFALO, CHIPPEWA, CLARK PEPIN, PIERCE, POLK, RUSK, ST CR COUNTIES	, DUNN, EAU CLAI OIX, TAYLOR, AND	RE, JACKSON, TREMPEALEAU
	Rates	Fringes
IRONWORKER	.\$ 36.50	26.45
IRON0512-021 05/01/2017		
ASHLAND, BAYFIELD, BURNETT, DOUG PRICE, SAWYER, VILAS AND WASHBU		LN, ONEIDA,
	Rates	Fringes
IRONWORKER		
LABO0113-004 06/04/2018		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COU	NTIES
	Rates	Fringes
Laborers: (Open Cut) Group 1	.\$ 17.38 .\$ 20.92 .\$ 30.29 .\$ 30.43 .\$ 30.49	20.65 20.65 20.65 20.65 20.65 20.65 20.65

Group	8\$	35.52	20.65
Group	9\$	36.16	20.65

#### LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

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LABO0113-005 06/04/2018

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rat	tes Frin	iges
Laborers:			
Group	1\$ 21	L.78 2	20.65
Group	2\$ 27	7.71 2	20.65
	3\$ 30		20.65
Group	4\$ 32	2.04	0.65

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

#### LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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LABO0113-008 06/04/2018

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1	\$ 20.92	20.65
Group 2	\$ 30.43	20.65
Group 3	\$ 30.49	20.65
Group 4		20.65
Group 5		20.65
Group 6		20.65
Group 7		20.65

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

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MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1	\$ 20.92	20.65
Group 2	\$ 30.43	20.65
Group 3	\$ 33.24	20.65
Group 4	\$ 34.04	20.65
Group 5	\$ 34.16	20.65
Group 6	\$ 36.86	20.65
Group 7		20.65

#### LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

\*Compressed Air 15 - 30 lbs add \$2.00 to all classifications \*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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LABO0140-005 06/04/2018

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

Rates Fringes

LABORER (SEWER & WATER)

<sup>\*</sup> LABO0113-009 06/04/2018

Group 1\$	27.41	17.20
Group 2\$	29.26	17.20
Group 3\$	29.46	17.20
Group 4\$	30.21	17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

#### LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LABO0464-002 06/04/2018

DANE AND DOUGLAS COUNTIES

		Rates	Fringes
Group	1	3 29.51	17.20 17.20 17.20
	4		17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

### LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LABO1091-010 06/04/2018

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1	\$ 27.10	17.20
Group 2	\$ 29.16	17.20
Group 3	\$ 29.36	17.20
Group 4		17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

### LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1	\$ 39.46	17.17
Area 2 (BAC)	\$ 35.07	19.75
Area 3		19.40
Area 4	\$ 34.70	20.51
Area 5		18.73
Area 6	\$ 32.02	22.99

#### 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, TREMPEALEAU, AND VERNON COUNTIES

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

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

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2018

	Rates	Fringes
TRUCK DRIVER  1 & 2 Axles  3 or more Axles; Euclids Dumptor & Articulated,	.\$ 28.12	21.20
Truck Mechanic	.\$ 28.27	21.20
WELL DRILLER	.\$ 16.52	3.70

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have 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 DECISION

General Decision Number: WI180015 10/12/2018 WI15

Superseded General Decision Number: WI20170015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification :	Number	Publication Date
0		01/05/2018
1		05/18/2018
2		05/25/2018
3		06/15/2018
4		06/22/2018
5		07/20/2018
6		08/03/2018
7		08/24/2018
8		08/31/2018
9		09/28/2018
10		10/12/2018

BOIL0107-001 01/01/2017

	Rates	Fringes	
BOILERMAKER			
Boilermaker		29.89	
Small Boiler Repair (und			
25,000 lbs/hr)	\$ 26.91	16.00	

BRWI0001-002 06/01/2017

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

	Rates	Fringes
BRICKLAYER	\$ 32.03	22.40
BRWI0002-002 06/01/2017		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes	
BRICKLAYER	\$ 38.07	20.67	
BRWI0002-005 06/01/2017			-

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,

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 34.87	21.46
BRWI0003-002 06/01/2017		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE,	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 32.41	22.02
BRWI0004-002 06/01/2017		
KENOSHA, RACINE, AND WALWORTH CO	UNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 36.79	22.99
BRWI0006-002 06/01/2017		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER	.\$ 33.25	21.18
BRWI0007-002 06/01/2017		
GREEN, LAFAYETTE, AND ROCK COUNT	'IES	
	Rates	Fringes
BRICKLAYER	.\$ 33.77	22.37
BRWI0008-002 06/01/2017		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESH	A COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 37.25	22.10
BRWI0009-001 06/01/2017		
GREEN LAKE, MARQUETTE, OUTAGAMIE AND WINNEBAGO COUNTIES	, SHAWANO,	WAUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER	.\$ 32.41	22.02
BRICKLAIER		
BRWI0011-002 06/01/2016		
	AND SHEBOY	GAN COUNTIES
BRWI0011-002 06/01/2016		GAN COUNTIES Fringes
BRWI0011-002 06/01/2016	Rates	Fringes
BRWI0011-002 06/01/2016 CALUMET, FOND DU LAC, MANITOWOC,	Rates	Fringes
BRWI0011-002 06/01/2016 CALUMET, FOND DU LAC, MANITOWOC, BRICKLAYER	Rates .\$ 32.22	Fringes
BRWI0011-002 06/01/2016  CALUMET, FOND DU LAC, MANITOWOC,  BRICKLAYER	Rates .\$ 32.22 COUNTIES	Fringes
BRWI0011-002 06/01/2016  CALUMET, FOND DU LAC, MANITOWOC,  BRICKLAYER	Rates .\$ 32.22 COUNTIES Rates	Fringes 20.57Fringes

	Rates	Fringes
BRICKLAYER	\$ 32.17	22.26
BRWI0021-002 06/01/2017		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 34.46	21.66
BRWI0034-002 06/01/2017		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 33.74	22.40
CARP0087-001 05/01/2016		
BURNETT (W. of Hwy 48), PIERCE (W 35, 48 & 65), AND ST. CROIX (W. o	N. of Hwy 29), P of Hwy 65) COUNT	OLK (W. of Hwys TIES
	Rates	Fringes
Carpenter & Piledrivermen	\$ 36.85	18.39
CARP0252-002 06/01/2016		
CRAWFORD, DANE, DODGE, DOOR, DUNN area bordering Michigan State Lir GRANT, GREEN, GREEN LAKE, IOWA, I JUNEAU, KEWAUNEE, LA CROSSE, LAFA MANITOWOC, MARATHON, MARINETTE (& MENOMINEE, MONROE, OCONTO, ONEIDA OF Hwys 29 & 65), POLK (E. of Hwy PRICE, RICHLAND, ROCK, RUSK, SAUK ST CROIX (E. of Hwy 65), TAYLOR, WALWORTH, WASHBURN, WAUPACA, WAUSCOUNTIES	ne), FOND DU LAC FRON, JACKSON, J YETTE, LANGLADE EXCEPT N.E. CORN A, OUTAGAMIE, PE 'S 35, 48 & 65), K, SAWYER, SHAWA TREMPEALEAU, VE	P, FOREST, EFFERSON, LINCOLN, Ler), MARQUETTE, PIN, PIERCE (E. PORTAGE, NO, SHEBOYGAN, RNON, VILAS,
	Rates	Fringes
CARPENTER CARPENTER. MILLWRIGHT. PILEDRIVER.  CARP0252-010 06/01/2016  ASHLAND COUNTY	\$ 35.08	18.00 18.35 18.00
	Rates	Fringes
Carpenters Carpenter. Millwright. Pile Driver.	\$ 33.56	18.00 18.35 18.00
CARP0264-003 06/01/2016		
KENOSHA, MILWAUKEE, OZAUKEE, RACI COUNTIES	NE, WAUKESHA, A	ND WASHINGTON
	Rates	Fringes
CARPENTER	\$ 35.78	22.11
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND DOU	JGLAS COUNTIES	
	Rates	Fringes

CARPENTER.....\$ 36.15 20.43 CARP2337-001 06/01/2016 ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON ZONE B: KENOSHA & RACINE Rates Fringes PILEDRIVERMAN Zone A.....\$ 31.03 Zone B.....\$ 31.03 CARP2337-003 06/01/2016 Rates Fringes MILLWRIGHT Zone A....\$ 29.98 Zone B.....\$ 29.98 21.53 ZONE DEFINITIONS ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES ZONE B: KENOSHA & RACINE COUNTIES ELEC0014-002 06/04/2018 ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES Rates Fringes Electricians:....\$ 34.21 ELEC0014-007 06/05/2018 REMAINING COUNTIES Rates Fringes Teledata System Installer Installer/Technician.....\$ 26.25 13.92 Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network). ELEC0127-002 06/01/2017 KENOSHA COUNTY

Rates Fringes 30%+10.57 Electricians:.....\$ 38.50

ELEC0158-002 06/04/2018 BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),

MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

Electricians:	¢ 22 50	19.68
ELEC0159-003 06/01/2018	, 32.30 	19.00
COLUMBIA, DANE, DODGE (Area West Emmet Townships), GREEN, LAKE (ex Seneca, and St. Marie), IOWA, MAR Neshkoka, Crystal Lake, Newton, a COUNTIES	cept Townships QUETTE (except	of Berlin, Townships of
	Rates	Fringes
Electricians:	\$ 39.04	21.56
ELEC0219-004 06/01/2016		
FLORENCE COUNTY (Townships of Aur Florence and Homestead) AND MARIN Niagara)	ora, Commonweal ETTE COUNTY (To	th, Fern, wnship of
	Rates	Fringes
Electricians:     Electrical contracts over \$180,000 Electrical contracts under \$180,000	\$ 30.18	18.63 18.42
ELEC0242-005 05/16/2018		
DOUGLAS COUNTY		
	Rates	Fringes
Electricians:	\$ 36.85	26.17
* ELEC0388-002 06/03/2018		
ELEC0300-002 00/03/2010		
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES	, LANGLADE, LIN an & Pembine), e West boundary	COLN, MARATHON, MENOMINEE (Area of Oconto
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO	, LANGLADE, LIN an & Pembine), e West boundary	COLN, MARATHON, MENOMINEE (Area of Oconto
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut Rates	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut Rates	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut Rates	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut Rates	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut  Rates \$ 32.55  Township)  Rates	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS  Fringes  19.02
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut  Rates \$ 32.55  Township)  Rates	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS  Fringes  19.02  Fringes
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:  * ELEC0430-002 06/01/2018  RACINE COUNTY (Except Burlington Electricians:	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut Rates \$ 32.55	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS  Fringes  19.02  Fringes  21.49
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:  * ELEC0430-002 06/01/2018  RACINE COUNTY (Except Burlington  Electricians:  ELEC0494-005 06/01/2018	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut Rates \$ 32.55	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS  Fringes  19.02  Fringes  21.49  NTIES
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut Rates \$ 32.55  Township) Rates \$ 38.78  ND WAUKESHA COURates	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS  Fringes  19.02  Fringes  21.49  NTIES
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:  * ELEC0430-002 06/01/2018  RACINE COUNTY (Except Burlington  Electricians:  ELEC0494-005 06/01/2018	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut Rates \$ 32.55  Township) Rates \$ 38.78  ND WAUKESHA COURates	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS  Fringes  19.02  Fringes  21.49  NTIES  Fringes
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut  Rates \$ 32.55  Township) Rates \$ 38.78  ND WAUKESHA COU Rates \$ 39.31  O, DODGE (East DU LAC, MANITO	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS  Fringes  19.02  Fringes  21.49  NTIES  Fringes  24.69  of Hwy 26
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut  Rates \$ 32.55  Township) Rates \$ 38.78  ND WAUKESHA COU Rates \$ 39.31  O, DODGE (East DU LAC, MANITO	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS  Fringes  19.02  Fringes  21.49  NTIES  Fringes  24.69  of Hwy 26  WOC
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES  Electricians:	, LANGLADE, LIN an & Pembine), e West boundary (Aniwa and Hut  Rates \$ 32.55  Township) Rates \$ 38.78  ND WAUKESHA COU Rates \$ 39.31  DU LAC, MANITOES  Rates	COLN, MARATHON, MENOMINEE (Area of Oconto chins), VILAS  Fringes  19.02  Fringes  21.49  NTIES  Fringes  24.69  of Hwy 26 WOC

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

	Rates	Fringes
Sound & Communications		
Installer	\$ 19.56	17.74
Technician	\$ 28.99	19.15

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, 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 06/01/2018

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:	\$ 32.18	18.59
ELEC0890-003 06/01/2018		

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

	Rates	F'ringes	
Electricians:	\$ 34.15	19.63	
ELEC0953-001 07/01/2015			

	Rates	Fringes
Line Construction: (1) Lineman	•	32% + 5.00
Operator(3) Equipment Operator	\$ 33.71	32% + 5.00 32% + 5.00
<ul><li>(4) Heavy Groundman Driver</li><li>(5) Light Groundman Driver</li><li>(6) Groundsman</li></ul>	\$ 24.86	14.11 13.45 32% + 5.00

ENGI0139-001 06/01/2018

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

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 45.61	21.40
Group 2		21.40
Group 3	\$ 44.61	21.40
Group 4	\$ 43.92	21.40
Group 5	\$ 41.14	21.40

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

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#### ENGI0139-003 06/04/2018

#### REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator Group 1	\$ 39.47 \$ 38.17 \$ 37.64 \$ 35.57	21.60 21.60 21.60 21.60 21.60 21.60
HAZARDOUS WASTE PREMIUMS: EPA Level "A" Protection: \$3.0	0 per hour	

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 Sweeeprs; 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/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination

small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/01/2017

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

Rates Fringes

26.97 IRONWORKER.....\$ 31.24

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

IRON0008-003 06/01/2017

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

Rates Fringes

26.97 IRONWORKER.....\$ 33.19

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

IRON0383-001 06/01/2017

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.....\$ 34.50

IRON0512-008 05/01/2017

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

Rates Fringes IRONWORKER....\$ 36.50 IRON0512-021 05/01/2017

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

Rates Fringes IRONWORKER....\$ 32.04 LABO0113-002 06/04/2018

MILWAUKEE AND WAUKESHA COUNTIES

		Rates	Fringes
LABORER			
Group	1\$	27.88	21.76
Group	2	28.03	21.76
Group	3	28.23	21.76
Group	4	28.38	21.76
Group	5	28.53	21.76
	6\$		21.76

#### 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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LABO0113-003 06/04/2018

OZAUKEE AND WASHINGTON COUNTIES

		Rates	Fringes
LABORER			
Group	1\$	27.13	21.76
Group	2\$	27.23	21.76
Group	3\$	27.28	21.76
Group	4\$	27.48	21.76
_	5\$		21.76
	6\$		21.76

#### 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 Sawer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LABO0113-011 06/04/2018

KENOSHA AND RACINE COUNTIES

		Rates	Fringes
LABORER	1	¢ 26 04	21.76
Group	1	\$ 27.09	21.76
	3		21.76 21.76
Group	5	\$ 27.59	21.76

#### 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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer
- GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man
- GROUP 4: Line and Grade Specialist
- GROUP 5: Blaster and Powderman
- GROUP 6: Flagman; traffic control person

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#### LABO0140-002 06/04/2018

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

		Rates	Fringes
LABORER			
Group	1	\$ 31.80	17.20
Group	2	\$ 31.90	17.20
	3		17.20
	4		17.20
	5		17.20
	6		17.20

#### 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; Bitminous 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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer
- GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man
- GROUP 4: Line and Grade Secialist
- GROUP 5: Blaster; powderman
- GROUP 6: Flagperson; Traffic Control

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LABO0464-003 06/04/2018

DANE COUNTY

		Rates	Fringes
LABORER			
Group	1\$	32.08	1720
Group	2\$	32.18	1720
Group	3\$	32.23	1720

Group 4\$ Group 5\$ Group 6\$	32.28	1720 1720 1720
LABORERS CLASSIFICATIONS:		
GROUP 1: General Laborer; Tree Demolition and Wrecking Laborer; Bridge Builder; Landscaper; Mult Stone Handler; Bituminous Worker Utility Man); Batch Truck Dumper Bituminious Worker (Dumper, Iron Concrete Handler	Guard Rail, Fen iplate Culvert A (Shoveler, Load or Cement Handl	ce, and ssembler; er, and er;
GROUP 2: Air Tool Operator; Joi (Pavement); Vibrator or Tamper O Operated); Chain Saw Operator; D Laborer	perator (Mechani	cal Hand
GROUP 3: Bituminous Worker (Rak (Curb, Sidewalk, and Pavement);		Formsetter
GROUP 4: Line and Grade Specialis	t	
GROUP 5: Blaster; Powderman		
GROUP 6: Flagperson and Traffic C	ontrol Person	
PAIN0106-008 05/01/2017		
ASHLAND, BAYFIELD, BURNETT, AND DO	UGLAS COUNTIES	
	Rates F	ringes
Painters:		
New: Brush, Roller\$ Spray, Sandblast, Steel\$ Repaint:	30.33	17.27 17.27
Brush, Roller\$ Spray, Sandblast, Steel\$	28.83 29.43	17.27 17.27
PAIN0108-002 06/01/2017		
RACINE COUNTY		
	Rates F	ringes
Painters: Brush, Roller\$ Spray & Sandblast\$	33.74 34.74	18.95 18.95
PAIN0259-002 05/01/2008		
BARRON, CHIPPEWA, DUNN, EAU CLAIRE SAWYER, ST. CROIX, AND WASHBURN CO		POLK, RUSK,
	Rates F	ringes
PAINTER\$		12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA CRO VERNON COUNTIES	SSE, MONROE, TRE	MPEALEAU, AND
	Rates F	ringes
PAINTER\$	22.03	12.45
PAIN0781-002 06/01/2017		
JEFFERSON, MILWAUKEE, OZAUKEE, WAS	HINGTON, AND WAU	KESHA COUNTIES
	Rates F	ringes
Painters: Bridge\$	30.60	22.80

Brush	\$ 30.25	22.80 22.80
PAIN0802-002 06/01/2017	\$ 31.00	
COLUMBIA, DANE, DODGE, GRANT, GRE	EN. TOWA. LAFAYI	ETTE. RICHLAND.
ROCK, AND SAUK COUNTIES	, 10,	
	Rates	Fringes
PAINTER		J
Brush	\$ 28.25	17.72
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	es = \$1.00 add:	itional per
PAIN0802-003 06/01/2017		
ADAMS, BROWN, CALUMET, CLARK, DOC LAKE, IRON, JUNEAU, KEWAUNEE, LAN MARATHON, MARINETTE, MARQUETTE, M OUTAGAMIE, PORTAGE, PRICE, SHAWAN WAUSHARA, WAUPACA, WINNEBAGO, AND	IGLADE, LINCOLN, IENOMINEE, OCON' IO, SHEBOYGAN,	MANITOWOC, FO, ONEIDA,
	Rates	Fringes
PAINTER	\$ 24.89	12.05
PAIN0934-001 06/01/2017		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters:  Brush	\$ 33.74 \$ 34.74 \$ 33.89	18.95 18.95 18.95
PAIN1011-002 06/01/2017		
FLORENCE COUNTY		
	Rates	Fringes
Painters:	\$ 24.86	12.23
PLAS0599-010 06/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1	\$ 35.07 \$ 35.61 \$ 34.70 \$ 36.27	17.17 19.75 19.40 20.51 18.73 22.99
AREA DESCRIPTIONS		
AREA 1: BAYFIELD, DOUGLAS, PRI COUNTIES	CE, SAWYER, AND	WASHBURN
AREA 2: ADAMS, ASHLAND, BARRON CHIPPEWA, CLARK, COLUMBIA, DODG FOND DU LAC, FOREST, GREEN LAKE LANGLADE, LINCOLN, MANITOWOC, MARQUETTE, MENOMINEE, OCONTO, CPORTAGE, RUSK, ST CROIX, SAUK, VILAS, WALWORTH, WAUPACA, WAUSH COUNTIES	E, DOOR, DUNN, I , IRON, JEFFERS (ARATHON, MARINE' )NEIDA, OUTAGAMII SHAWANO, SHEBOYO (ARA, WINNEBAGO,	FLORENCE, DN, KEWAUNEE, FTE, E, POLK, GAN, TAYLOR, AND WOOD

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

AREA 4: MILWAUKEE, OZAUKEE, WA	SHINGTON, AND WA	AUKESHA COUNTIES
AREA 5: DANE, GRANT, GREEN, I COUNTIES	OWA, LAFAYETTE,	AND ROCK
AREA 6: KENOSHA AND RACINE COUN	TIES	
PLUM0011-003 05/07/2018		
ASHLAND, BAYFIELD, BURNETT, DOUG COUNTIES	LAS, IRON, SAWYI	ER, AND WASHBURN
	Rates	Fringes
PLUMBER	.\$ 40.63	20.72
PLUM0075-002 06/01/2016		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COU	UNTIES
	Rates	Fringes
PLUMBER	.\$ 40.27	21.47
PLUM0075-004 06/01/2016		
DODGE (Watertown), GREEN, JEFFER COUNTIES	SON, LAFAYETTE,	AND ROCK
	Rates	Fringes
PLUMBER	.\$ 40.52	21.47
PLUM0075-009 06/01/2016	·	
COLUMBIA, DANE, IOWA, MARQUETTE,	RICHLAND AND SA	AUK COUNTIES
	Rates	
PLUMBER	.\$ 38.82	20.12
PLUM0111-007 05/28/2018	·	
MARINETTE COUNTY (Niagara only)		
, ,	Rates	Fringes
PLUMBER/PIPEFITTER		24.48
PLUM0118-002 06/01/2018		
KENOSHA, RACINE, AND WALWORTH CO	UNTIES	
	Rates	Fringes
Plumber and Steamfitter		20.95
PLUM0400-003 06/04/2018		
ADAMS, BROWN, CALUMET, DODGE (exc LAC, GREEN LAKE, KEWAUNEE, MANITO Niagara), MENOMINEE, OCONTO, OUT WAUPACA, WAUSHARA, AND WINNEBAGO	WOC, MARINETTE 'AGAMIE, SHAWANO	(except
	Rates	Fringes
PLUMBER/PIPEFITTER		19.06
PLUM0434-002 06/03/2018		
BARON, BUFFALO, CHIPPEWA, CLARK, FLORENCE, FOREST, GRANT, JACKSON LINCOLN, MARATHON, MONROE, ONEID PORTAGE, PRICE, RUSK, ST. CROIX, VILAS, AND WOOD COUNTIES	I, JUNEAU, LA CRO DA, PEPIN, PIERCI	DSSE, LANGLADE, E, POLK,

Rates Fringes PIPEFITTER.....\$ 40.15 18.57 PLUM0601-003 06/04/2018

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE,

OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER	.\$ 45.52	24.54
PLUM0601-009 06/04/2017		

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

	Rates	Fringes	
PIPEFITTER	\$ 47.08	20.89	
TEAM0039-002 06/01/2018			

	Rates	Fringes
TRUCK DRIVER  1 & 2 Axle Trucks  3 or more axles; Euclids or Dumptor, Articulated	\$ 28.12	21.20
Truck, Mechanic	\$ 28.27	21.20
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 www.dol.gov/whd/govcontracts.

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.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on
  - a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have 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 DECISION

# NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.







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**Proposal ID:** 20181211032 **Project(s):** 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

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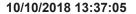
Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	9.000 STA	·	·
0004	201.0205 Grubbing	9.000 STA	<u> </u>	
0006	203.0700.S Removing Old Structure Over Waterway With Debris Capture System (station) 01. 503+26	LS	LUMP SUM	·
8000	204.0100 Removing Pavement	6,788.000 SY	·	·
0010	204.0120 Removing Asphaltic Surface Milling	35,722.000 SY	·	·
0012	204.0130 Removing Curb	174.000 LF		
0014	204.0150 Removing Curb & Gutter	4,908.000 LF	·	
0016	204.0155 Removing Concrete Sidewalk	1,198.000 SY		·
0018	204.0195 Removing Concrete Bases	8.000 EACH		
0020	204.0250 Abandoning Manholes	2.000 EACH		
0022	204.0260 Abandoning Inlets	7.000 EACH		·
0024	204.0291.S Abandoning Sewer	52.000 CY		
0026	205.0100 Excavation Common	5,806.000 CY		
0028	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 8140-00-70	LS	LUMP SUM	·
0030	211.0100 Prepare Foundation for Asphaltic Paving (project) 02. 8140-00-74	LS	LUMP SUM	·







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**Proposal ID**: 20181211032 **Project(s)**: 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

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Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	211.0100 Prepare Foundation for Asphaltic Paving (project) 03. 8140-00-75	LS	LUMP SUM	<del>.</del>
0034	213.0100 Finishing Roadway (project) 01. 8140- 00-70	1.000 EACH	<u> </u>	
0036	213.0100 Finishing Roadway (project) 02. 8140- 00-73	1.000 EACH		·
0038	213.0100 Finishing Roadway (project) 03. 8140- 00-74	1.000 EACH		·
0040	213.0100 Finishing Roadway (project) 04. 8140- 00-75	1.000 EACH		·
0042	213.0100 Finishing Roadway (project) 05. 8140- 25-71	1.000 EACH		·
0044	305.0120 Base Aggregate Dense 1 1/4-Inch	6,672.000 TON		<u> </u>
0046	415.0410 Concrete Pavement Approach Slab	80.000 SY		
0048	416.0160 Concrete Driveway 6-Inch	289.000 SY		
0050	450.4000 HMA Cold Weather Paving	9,598.000 TON		·
0052	455.0605 Tack Coat	4,351.000 GAL		
0054	460.2000 Incentive Density HMA Pavement	5,650.000 DOL	1.00000	5,650.00
0056	460.7423 HMA Pavement 3 HT 58-28 H	4,139.000 TON		
0058	460.7445 HMA Pavement 5 HT 58-34 H	4,628.000 TON	·	·





### **Proposal Schedule of Items**

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**Proposal ID:** 20181211032 **Project(s):** 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

71

Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	465.0105 Asphaltic Surface	250.000 TON		
0062	465.0110 Asphaltic Surface Patching	63.000 TON		
0064	465.0120 Asphaltic Surface Driveways and Field Entrances	67.000 TON	·	<u> </u>
0066	465.0125 Asphaltic Surface Temporary	700.000 TON		<u> </u>
0068	465.0310 Asphaltic Curb	2,597.000 LF	<u> </u>	<u> </u>
0070	502.3200 Protective Surface Treatment	815.000 SY	<u>-</u>	
0072	502.3210 Pigmented Surface Sealer	95.000 SY	·	
0074	509.0301 Preparation Decks Type 1	100.000 SY	<u></u>	
0076	509.0302 Preparation Decks Type 2	15.000 SY	·	
0078	509.0500 Cleaning Decks	815.000 SY		
0800	509.1200 Curb Repair	10.000 LF		
0082	509.1500 Concrete Surface Repair	100.000 SF		
0084	509.2000 Full-Depth Deck Repair	5.000 SY		
0086	509.2500 Concrete Masonry Overlay Decks	34.000 CY		
8800	509.5100.S Polymer Overlay	285.000 SY		
0090	509.9050.S Cleaning Parapets	285.000 LF	·	





### **Proposal Schedule of Items**

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**Proposal ID**: 20181211032 **Project(s)**: 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

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Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	520.1024 Apron Endwalls for Culvert Pipe 24-Inch	2.000 EACH	<u> </u>	
0094	520.8000 Concrete Collars for Pipe	1.000 EACH		·
0096	601.0407 Concrete Curb & Gutter 18-Inch Type D	1,459.000 LF	·	
0098	601.0411 Concrete Curb & Gutter 30-Inch Type D	5,261.000 LF		
0100	602.0405 Concrete Sidewalk 4-Inch	13,370.000 SF		
0102	602.0505 Curb Ramp Detectable Warning Field Yellow	220.000 SF		
0104	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	56.000 SF		·
0106	603.8000 Concrete Barrier Temporary Precast Delivered	265.000 LF	·	<u> </u>
0108	603.8125 Concrete Barrier Temporary Precast Installed	265.000 LF		<u> </u>
0110	606.0300 Riprap Heavy	10.000 CY		·
0112	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	329.000 LF	<del>-</del>	
0114	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	437.000 LF		
0116	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	346.000 LF		
0118	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	474.000 LF	·	





### **Proposal Schedule of Items**

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**Proposal ID**: 20181211032 **Project(s)**: 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

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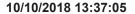
Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	608.3018 Storm Sewer Pipe Class III-A 18-Inch	190.000 LF	<u> </u>	
0122	608.3024 Storm Sewer Pipe Class III-A 24-Inch	532.000 LF		<u> </u>
0124	611.0530 Manhole Covers Type J	2.000 EACH		
0126	611.0612 Inlet Covers Type C	1.000 EACH		
0128	611.0624 Inlet Covers Type H	17.000 EACH		
0130	611.2004 Manholes 4-FT Diameter	2.000 EACH		
0132	611.3004 Inlets 4-FT Diameter	1.000 EACH		
0134	611.3230 Inlets 2x3-FT	17.000 EACH		
0136	616.0206 Fence Chain Link 6-FT	25.000 LF		
0138	619.1000 Mobilization	1.000 EACH		
0140	620.0300 Concrete Median Sloped Nose	389.000 SF		
0142	624.0100 Water	400.000 MGAL		
0144	625.0500 Salvaged Topsoil	10,757.000 SY		
0146	627.0200 Mulching	8,807.000 SY		
0148	628.1504 Silt Fence	1,935.000 LF		
0150	628.1520 Silt Fence Maintenance	1,935.000 LF		·







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**Proposal ID**: 20181211032 **Project(s)**: 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

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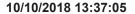
Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	628.1905 Mobilizations Erosion Control	3.000 EACH		
0154	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	<u> </u>	·
0156	628.2006 Erosion Mat Urban Class I Type A	2,570.000 SY		
0158	628.7005 Inlet Protection Type A	22.000 EACH		
0160	628.7015 Inlet Protection Type C	24.000 EACH		<u></u>
0162	628.7504 Temporary Ditch Checks	48.000 LF		
0164	629.0210 Fertilizer Type B	6.800 CWT		
0166	630.0140 Seeding Mixture No. 40	290.400 LB		
0168	630.0200 Seeding Temporary	290.400 LB		
0170	634.0614 Posts Wood 4x6-Inch X 14-FT	55.000 EACH		
0172	634.0616 Posts Wood 4x6-Inch X 16-FT	14.000 EACH		<u></u>
0174	637.2210 Signs Type II Reflective H	527.680 SF		<u> </u>
0176	637.2215 Signs Type II Reflective H Folding	41.440 SF		
0178	637.2230 Signs Type II Reflective F	38.500 SF		
0180	638.2102 Moving Signs Type II	10.000 EACH	<u></u>	
0182	638.2602 Removing Signs Type II	52.000 EACH		







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**Proposal ID**: 20181211032 **Project(s)**: 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

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Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	638.3000 Removing Small Sign Supports	50.000 EACH	<del>.</del>	
0186	641.8100 Overhead Sign Support (structure) 01. S- 57-0001	LS	LUMP SUM	·
0188	642.5201 Field Office Type C	1.000 EACH		
0190	643.0300 Traffic Control Drums	10,115.000 DAY		
0192	643.0410 Traffic Control Barricades Type II	653.000 DAY		
0194	643.0420 Traffic Control Barricades Type III	5,147.000 DAY		
0196	643.0500 Traffic Control Flexible Tubular Marker Posts	15.000 EACH	·	·
0198	643.0600 Traffic Control Flexible Tubular Marker Bases	15.000 EACH		
0200	643.0705 Traffic Control Warning Lights Type A	7,498.000 DAY	·	<del></del>
0202	643.0715 Traffic Control Warning Lights Type C	1,228.000 DAY	·	
0204	643.0900 Traffic Control Signs	17,511.000 DAY		
0206	643.5000 Traffic Control	1.000 EACH		
0208	645.0120 Geotextile Type HR	15.000 SY		
0210	646.1020 Marking Line Epoxy 4-Inch	17,680.000 LF		
0212	646.3020 Marking Line Epoxy 8-Inch	1,178.000 LF		







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**Proposal ID**: 20181211032 **Project(s)**: 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

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Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0214	646.5020 Marking Arrow Epoxy	48.000 EACH	·	
0216	646.5120 Marking Word Epoxy	9.000 EACH		
0218	646.6120 Marking Stop Line Epoxy 18-Inch	285.000 LF	·	·
0220	646.6220 Marking Yield Line Epoxy 18-Inch	9.000 EACH	·	
0222	646.7120 Marking Diagonal Epoxy 12-Inch	26.000 LF	<u>-</u>	
0224	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,092.000 LF	·	
0226	646.8120 Marking Curb Epoxy	115.000 LF	i	
0228	646.8220 Marking Island Nose Epoxy	9.000 EACH	·	·
0230	646.9000 Marking Removal Line 4-Inch	7,153.000 LF	·	·
0232	646.9100 Marking Removal Line 8-Inch	915.000 LF	<u>-</u>	
0234	646.9300 Marking Removal Special Marking	14.000 EACH	<u></u>	
0236	649.0105 Temporary Marking Line Paint 4-Inch	26,293.000 LF		
0238	649.0150 Temporary Marking Line Removable Tape 4-Inch	12,500.000 LF	·	<u> </u>
0240	649.0205 Temporary Marking Line Paint 8-Inch	778.000 LF		
0242	649.0805 Temporary Marking Stop Line Paint 18- Inch	52.000 LF		







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**Proposal ID**: 20181211032 **Project(s)**: 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

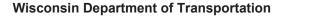
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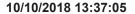
Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	650.4000 Construction Staking Storm Sewer	22.000 EACH		<u> </u>
0246	650.4500 Construction Staking Subgrade	2,742.000 LF	·	
0248	650.5000 Construction Staking Base	2,742.000 LF		
0250	650.5500 Construction Staking Curb Gutter and Curb & Gutter	6,655.000 LF		·
0252	650.8000 Construction Staking Resurfacing Reference	4,660.000 LF	·	
0254	650.9000 Construction Staking Curb Ramps	22.000 EACH	·	
0256	650.9910 Construction Staking Supplemental Control (project) 01. 8140-00-70	LS	LUMP SUM	·
0258	650.9910 Construction Staking Supplemental Control (project) 02. 8140-00-74	LS	LUMP SUM	·
0260	650.9920 Construction Staking Slope Stakes	2,742.000 LF		
0262	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,364.000 LF	·	·
0264	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,214.000 LF	·	·
0266	652.0605 Conduit Special 2-Inch	138.000 LF	·	
0268	652.0800 Conduit Loop Detector	1,762.000 LF		
0270	653.0135 Pull Boxes Steel 24x36-Inch	4.000 EACH		







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**Proposal ID**: 20181211032 **Project(s)**: 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

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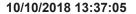
Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	653.0140 Pull Boxes Steel 24x42-Inch	20.000 EACH		
0274	653.0905 Removing Pull Boxes	8.000 EACH		
0276	654.0101 Concrete Bases Type 1	9.000 EACH		
0278	654.0102 Concrete Bases Type 2	5.000 EACH		
0280	654.0105 Concrete Bases Type 5	4.000 EACH		
0282	654.0110 Concrete Bases Type 10	1.000 EACH		
0284	654.0113 Concrete Bases Type 13	3.000 EACH		
0286	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	·	
0288	655.0230 Cable Traffic Signal 5-14 AWG	1,266.000 LF		
0290	655.0240 Cable Traffic Signal 7-14 AWG	746.000 LF		
0292	655.0250 Cable Traffic Signal 9-14 AWG	314.000 LF		
0294	655.0260 Cable Traffic Signal 12-14 AWG	1,652.000 LF		
0296	655.0270 Cable Traffic Signal 15-14 AWG	32.000 LF		
0298	655.0320 Cable Type UF 2-10 AWG Grounded	1,928.000 LF	<u> </u>	
0300	655.0515 Electrical Wire Traffic Signals 10 AWG	2,406.000 LF		
0302	655.0610 Electrical Wire Lighting 12 AWG	1,512.000 LF		







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**Proposal ID**: 20181211032 **Project(s)**: 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

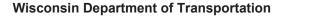
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Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0304	655.0700 Loop Detector Lead In Cable	3,389.000 LF		
0306	655.0800 Loop Detector Wire	6,496.000 LF		
0308	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. STH 27 / CTH B	LS	LUMP SUM	·
0310	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. STH 27 & Railroad St	LS	LUMP SUM	·
0312	657.0100 Pedestal Bases	9.000 EACH		
0314	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	9.000 EACH	·	
0316	657.0305 Poles Type 2	1.000 EACH		
0318	657.0310 Poles Type 3	3.000 EACH		
0320	657.0315 Poles Type 4	1.000 EACH		
0322	657.0322 Poles Type 5-Aluminum	4.000 EACH	<u>.</u>	
0324	657.0350 Poles Type 10	1.000 EACH		
0326	657.0360 Poles Type 13	3.000 EACH		
0328	657.0425 Traffic Signal Standards Aluminum 15-FT	7.000 EACH		
0330	657.0430 Traffic Signal Standards Aluminum 10-FT	2.000 EACH		
0332	657.0525 Monotube Arms 25-FT	1.000 EACH		







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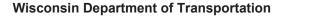
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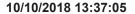
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2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0334	657.0530 Monotube Arms 30-FT	1.000 EACH	·	·
0336	657.0535 Monotube Arms 35-FT	2.000 EACH		
0338	657.0545 Monotube Arms 45-FT	1.000 EACH		
0340	657.0585 Trombone Arms 15-FT	1.000 EACH		
0342	657.0590 Trombone Arms 20-FT	2.000 EACH		
0344	657.0595 Trombone Arms 25-FT	2.000 EACH		<u> </u>
0346	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	3.000 EACH	·	·
0348	657.0614 Luminaire Arms Single Member 4-Inch Clamp 8-FT	1.000 EACH		·
0350	657.0615 Luminaire Arms Single Member 4 1/2- Inch Clamp 8-FT	3.000 EACH	·	·
0352	657.0704 Luminaire Arms Truss Type 4-Inch Clamp 10-FT	3.000 EACH	<del></del>	·
0354	657.0705 Luminaire Arms Truss Type 4 1/2-Inch Clamp 10-FT	1.000 EACH	·	·
0356	657.0715 Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-FT	3.000 EACH		·
0358	657.0808 Luminaire Arms Steel 8-FT	3.000 EACH		
0360	657.0812 Luminaire Arms Steel 12-FT	1.000 EACH		







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**Proposal ID:** 20181211032 **Project(s):** 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

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Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0362	657.0815 Luminaire Arms Steel 15-FT	4.000 EACH	·	<u> </u>
0364	658.0173 Traffic Signal Face 3S 12-Inch	21.000 EACH	·	<u> </u>
0366	658.0174 Traffic Signal Face 4S 12-Inch	7.000 EACH	·	·
0368	658.0175 Traffic Signal Face 5S 12-Inch	2.000 EACH	·	·
0370	658.0416 Pedestrian Signal Face 16-Inch	10.000 EACH		·
0372	658.0500 Pedestrian Push Buttons	10.000 EACH	·	
0374	658.1133 Programmable Traffic Signal Face 3S 12-Inch	4.000 EACH		
0376	658.1134 Programmable Traffic Signal Face 4S 12-Inch	2.000 EACH		
0378	658.1135 Programmable Traffic Signal Face 5S 12-Inch	2.000 EACH		
0380	658.5069 Signal Mounting Hardware (location) 01.STH 27 / CTH B	LS	LUMP SUM	
0382	658.5069 Signal Mounting Hardware (location) 02. STH 27 & Railroad St	LS	LUMP SUM	
0384	659.1115 Luminaires Utility LED A	3.000 EACH		
0386	659.1125 Luminaires Utility LED C	9.000 EACH		
0388	661.0200 Temporary Traffic Signals for Intersections (location) 01. STH 27 and First Ave/CTH B	LS	LUMP SUM	·





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**Proposal ID:** 20181211032 **Project(s):** 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

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Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0390	678.0006 Install Fiber Optic Cable Outdoor Plant 6- CT	615.000 LF		·
0392	690.0150 Sawing Asphalt	9,519.000 LF	·	
0394	690.0250 Sawing Concrete	266.000 LF	·	
0396	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0398	740.0440 Incentive IRI Ride	5,068.000 DOL	1.00000	5,068.00
0400	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
0402	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	630.000 HRS	5.00000	3,150.00
0404	SPV.0060 Special 01. Abandon Existing Water Main	15.000 EACH		·
0406	SPV.0060 Special 02. Salvage Existing Hydrant	10.000 EACH		·
0408	SPV.0060 Special 03. Remove and Reinstall Hydrant	1.000 EACH		·
0410	SPV.0060 Special 04. Abandon Existing Hydrant	1.000 EACH	·	
0412	SPV.0060 Special 05. Abandon Existing Valve	16.000 EACH	·	
0414	SPV.0060 Special 06. Valve and Box 6-Inch	20.000 EACH		
0416	SPV.0060 Special 07. Valve and Box 10-Inch	8.000 EACH	<u> </u>	
0418	SPV.0060 Special 08. Valve and Box 12-Inch	11.000 EACH		





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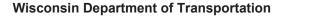
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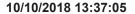
Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0420	SPV.0060 Special 09. Hydrant	7.000 EACH		
0422	SPV.0060 Special 10. Connect to Existing Water Main	14.000 EACH		
0424	SPV.0060 Special 11. Corp Stop Curb Stop and Box 1-Inch	10.000 EACH	·	·
0426	SPV.0060 Special 12. Corp Stop Curb Stop and Box 2-Inch	1.000 EACH	·	<del>-</del>
0428	SPV.0060 Special 13. Construction Staking Water Main Structure	57.000 EACH	·	<del>.</del>
0430	SPV.0060 Special 14. Adjust Existing Casting	2.000 EACH		·
0432	SPV.0060 Special 15. Connect to Existing Sanitary	7.000 EACH		
0434	SPV.0060 Special 16. Sanitary Manhole Covers Type J-S	8.000 EACH	·	<del></del>
0436	SPV.0060 Special 17. Wye 8 x 6-Inch	2.000 EACH		·
0438	SPV.0060 Special 18. Wye 10 x 6-Inch	6.000 EACH		
0440	SPV.0060 Special 19. Tracer Wire Access Box	8.000 EACH		
0442	SPV.0060 Special 20. Construction Staking Sanitary Structure	16.000 EACH		
0444	SPV.0090 Special 01. Water Main PVC 6-Inch	457.000 LF		
0446	SPV.0090 Special 02. Water Main PVC 10-Inch	920.000 LF		







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**Proposal ID:** 20181211032 **Project(s):** 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

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Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0448	SPV.0090 Special 03. Water Main PVC 12-Inch	1,745.000 LF		
0450	SPV.0090 Special 04. Water Main Directionally Drilled 6-Inch	494.000 LF		·
0452	SPV.0090 Special 05. Water Main Directionally Drilled 10-Inch	212.000 LF		·
0454	SPV.0090 Special 06. Water Main Directionally Drilled 12-Inch	315.000 LF		<u> </u>
0456	SPV.0090 Special 07. Water Service Bored PE 1-Inch	260.000 LF		
0458	SPV.0090 Special 08. Water Service Bored PE 2-Inch	79.000 LF		·
0460	SPV.0090 Special 09. Water Service PE 1-Inch	350.000 LF		
0462	SPV.0090 Special 10. Construction Staking Water Main Pipe	4,143.000 LF		<u> </u>
0464	SPV.0090 Special 11. Sanitary Sewer PVC 8-Inch	724.000 LF		,
0466	SPV.0090 Special 12. Sanitary Sewer PVC 10-Inch	815.000 LF		
0468	SPV.0090 Special 13. Sanitary Sewer PVC 12-Inch	38.000 LF	·	
0470	SPV.0090 Special 14. Sanitary Lateral PVC 6-Inch	230.000 LF		·
0472	SPV.0090 Special 15. Sanitary Lateral Pipe Bursting 6-Inch	65.000 LF	<del></del>	·
0474	SPV.0090 Special 16. Sanitary Sewer Televising	1,577.000 LF	<u></u>	·



### Wisconsin Department of Transportation

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### **Proposal Schedule of Items**

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**Proposal ID:** 20181211032

**Project(s):** 8140-00-70, 8140-00-73, 8140-00-74, 8140-00-75, 8140-25-

Total Bid:

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Federal ID(s): WISC 2019019, WISC 2019020, WISC 2019021, WISC

2019022, WISC 2019023

SECTION: 0001

Contract Items

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Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0476	SPV.0090 Special 17. Construction Staking Sanitary Pipe	1,577.000 LF		·
0478	SPV.0105 Special 01. Temporary Water Service	LS	LUMP SUM	
0480	SPV.0105 Special 02. Water Valve Manhole	LS	LUMP SUM	
0482	SPV.0105 Special 03. Dewatering for Storm Sewer	LS	LUMP SUM	·
0484	SPV.0105 Special 04. Dewatering for Sanitary Sewer	LS	LUMP SUM	·
0486	SPV.0105 Special 05. Temporary Non-Intrusive Vehicle Detection System, STH 27 and First Ave/CTH B	LS	LUMP SUM	·
0488	SPV.0105 Special 06. Remove Traffic Signals, STH 27 and First Avenue/CTH B	LS	LUMP SUM	
0490	SPV.0105 Special 07. Dewatering for Water Main	LS	LUMP SUM	
0492	SPV.0200 Special 01. Sanitary Manhole 4-Foot	68.230 VF		
	Section: 000	)1	Total:	·

## PLEASE ATTACH SCHEDULE OF ITEMS HERE