### HIGHWAY WORK PROPOSAL

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

STATE PROJECT

COUNTY

Proposal Number:

PROJECT DESCRIPTION

WISC 2018139 Rock 5989-05-26 C Beloit, Powerhouse Riverwalk; Pleasant St To S Of Portland Ave

**FEDERAL** 

**NON HWY** 

**HIGHWAY** 

# **ADDENDUM REQUIRED**

## ATTACHED AT BACK

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

Proposal Guaranty Required: \$75,000.00  Payable to: Wisconsin Department of Transportation		Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: January 14, 2020		Firm Name, Address, City, State, Zip Code
Time (Local Time): 9:00 am		SAMPLE
Contract Completion Time		NOT FOR BIDDING PURPOSES
November 20, 2020		
Assigned Disadvantaged Business Enterprise Goal	2%	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 Depart	ment Use Only		
Excavation, Base, Asphaltic Surface, Curb and Gutter, Sidewalk, S	signs, Pavement Marking, Structure Construction		
Notice of Award Dated	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 ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name** 

**BN00** 

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite<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<sup>TM</sup> 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 Corpo	rate 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		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY F	OR PRINCIPAL	NOTARY FO	R SURETY
(	Date)	(Dat	te)
State of Wisconsin	)	State of Wisconsin	)
	) ss. County )		) ss. _County )
On the above date, this instrumen named person(s).	t was acknowledged before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary P	ublic, State of Wisconsin)	(Signature, Notary Publ	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wisconsin)		(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Comr	mission Expires)	(Date Commis	sion 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

(Date)

Time Period Valid (	From/To)
Name of Surety	
Name of Contracto	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the eartment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

#### 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 18, 2019 SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 5989-05-26, C Beloit, Powerhouse Riverwalk, Pleasant St to S of Portland Ave, Non-Hwy, Rock 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, 2020 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 (20190618)

## 2. Mandatory Pre-Bid Meeting.

Add the following to standard spec 102.3.1:

Prospective bidders are required to attend a mandatory pre-bid meeting on December 17, 2019 at 10:00 AM at the Beloit Utilities and Engineering Facility, located at 2400 Springbrook Court, Beloit, WI 53511.

Site access and construction limitations will be discussed. An optional site visit will take place directly after the pre-bid meeting.

No meeting minutes will be prepared. Issues discovered at the meeting will be handled by addendum. stp-102-010 (20150630)

## 3. Scope of Work.

The work under this contract shall consist of grading, borrow, excavation common, base aggregate dense, breaker run, asphaltic surface, concrete sidewalk, lighting, Structure B-53-379, construction access, riprap heavy, wall modular block MSE, finishing items, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

## 4. 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.

Complete construction shall include energizing the lighting.

#### Fish Spawning

There shall be no instream disturbance of The Rock River as a result of construction activity under or for this contract, from April 1 to May 31 both dates inclusive, in order to avoid adverse impacts upon the spawning of northern pike and walleye. Instream work may occur between April 1 to May 31 if the entire work area is contained within turbidity barrier.

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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.

#### Traffic.

The construction of the shared use path and structure is taking place where no facility currently exists. Impacts to existing traffic are expected to be minimal. These impacts will be mitigated through standard flagging operations on Pleasant Street/USH 51 during construction operations for construction access.

## 6. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

## 7. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 51 or STH 81 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- On Saturday, July 4, 2020 for Independence Day. stp-107-005 (20050502)

## 8. Utilities.

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

stp-107-066 (20080501)

Alliant Energy (Electric) has both underground and overhead electric facilities located within the project.

The overhead powerlines enter the construction limits at Station 100+12, LT, and parallels the north side of Pleasant Street, leaving the construction limits at Station 100+12, RT. A new power pole is scheduled to be installed at approximately Station 100+12, 49' LT. From there a new underground line will be placed under the old overhead line, leaving the construction limits at 100+12, 63' RT. The existing overhead line will then be removed. In addition, a new underground power line will enter the project limits at Station 100+30, 51' LT. and travel north, crossing the shared use path centerline at approximately Station 100+30. The line then continues north to the eastern most transformer box at Station 100+75, 54' RT. All new work has been completed.

An underground electric line enters the construction limits at Station 107+10, RT. and continues northeast exiting the construction limits at Station 108+20, RT. A second underground electric line enters the construction limits at Station 107+84, RT. and continues north-east existing the construction limits at Station 108+11, RT. Use extreme caution to ensure the integrity of the facility while building the shared use path from Station 107+10 to Station 108+20. These lines are critical feeds to the west side of the City of Beloit. No conflicts are anticipated.

Alliant Energy will provide a service line to the proposed electrical service meter breaker pedestal located at Station 100+33, 60' LT. This will be completed during construction operations. Work required to provide a service line to the proposed meter breaker pedestal should be completed within 10 working days following the City of Beloit completion of all customer new service requirements with Alliant Energy.

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Contact Alliant Energy a minimum of one week prior to ground breaking activities.

**AT&T Wisconsin (Wisconsin Bell, Inc.)** has underground communication facilities located within the project. An underground communication line enters the construction limits at Station 101+22, RT., heads west crossing the shared used path centerline at Station 101+22 and continues into the existing turbine building. The underground communication line is in conflict with the proposed project.

AT&T Wisconsin will relocate the underground communication facilities at inlet 1.0. This will be completed during construction operations. Work required to relocate the facilities at inlet 1.0 should be completed within 3 working days.

Contact AT&T Wisconsin a minimum of 1 week prior to construction activities for inlet 1.0.

City of Beloit - Electric has underground electric facilities located within the project.

An underground electric line enters the construction limits at Station 107+98, RT. and parallels the project to the west before exiting the project at Station 108+36, RT. The underground electric line powers light poles located adjacent to the existing shared use path. No conflicts are anticipated with the underground electric line.

City of Beloit - Water has underground water located within the project.

An underground water line enters the construction limits at Station 100+13, LT., and continues west to a water valve at Station 100+28, LT. No conflicts are anticipated with the underground water line. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Zachary Pearson at (608) 246-5319.

stp-107-054 (20080901)

#### 10. Environmental Protection.

Maintain proper erosion control measures during all phases of construction.

If dewatering is required, pump water into a properly selected and sized dewatering basin before the clean/filtered water is allowed to enter any waterway or wetland. Do not place dewatering basin in any wetlands. Remove suspended solids and contaminants to the maximum extent practicable. A properly designed and constructed dewatering basin must take into consideration maximum pumping volume (gpm or cfs) and the sedimentation rate for soils to be encountered. Do not house any dewatering technique in a wetland.

Stockpile all temporary piles in an upland location and protect with erosion control measures (e.g. silt fence, rock filter-bag berm, etc.). Do not stockpile materials in wetlands, waterways, or floodplains.

## 11. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

## http://dnr.wi.gov/topic/invasives/disinfection.html

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

## 12. Erosion Control Structures.

Within seven calendar days after beginning work on the bridge superstructure, place all permanent erosion control devices, including riprap, erosion mat, ditch checks, seed, fertilizer, mulch, soil stabilizer, or any other item required by the contract or deemed necessary by the engineer. These devices shall be in place in the area under the bridge and on both sides of the riverwalk, from the waterway to a point 100-feet behind the backwall of the abutment. Within said limits, place these devices to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as the engineer directs. Before initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as the plans show; and remove them after the permanent erosion control devices are in place unless directed otherwise by the engineer.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

stp-107-070 (20030820)

## 13. Construction Over or Adjacent to Navigable Waters.

The Rock River is classified as a federal navigable waterway under standard spec 107.19. stp-107-060 (20171130)

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#### 14. Notice to Contractor –Construction Access.

The Wisconsin Department of Natural Resources (WDNR) recognizes that temporary means of accessing construction areas will be needed in and adjacent to the Rock River. Detail specific means and methods for access in the Erosion Control Implementation Plan (ECIP). This may include constructing a temporary structure as referenced in the plan, dewatering and other similar means to adequately access the project site and protect the Rock River from sedimentation.

Permit for staging area access has been obtained from Beloit College by the City of Beloit for the contractor.

#### 15. Notice to Contractor – Contamination Removed Before Construction.

The Wisconsin Department of Natural Resources completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following site(s):

1. Station 107+99 to 108+35 from 6 feet RT of centerline to 43 feet RT of centerline.

The contaminated soils at the above sites were located in the excavation limits of this project were removed by others prior to the start of work under this contract.

If contaminated soils are encountered during excavation at these sites or elsewhere on the project, terminate excavation in the area and notify the engineer.

For further information regarding previous remediation activities at these sites contact: Zachary Pearson, 2101 Wright St., Madison, WI 53704, Phone: (608) 246-5319.

### 16. Work By Others.

Beloit College acquired the Wisconsin Power and Light Company property and is in the process of renovating the decommissioned Blackhawk Generating Station powerplant into a student center. The Beloit College project will be completed in February of 2020. Any Beloit College work on the south and/or west side of the powerplant will be completed prior to start of project (5989-05-26) with the exception of tuckpointing of the west wall, which will require coordination to allow access for the south and southwest side of the building. Beloit College is finishing construction on a Field house addition to the north end of the building that will be completed prior to the start of this project.

Beloit College has manholes located at Station 106+61.24, 33.3' RT, and 106+64.86, 40.3' RT, and a water stop located at Station 106+57.86, 21.2' RT. A water intake pipe, which parallels the proposed bridge, leaves the existing building and enters the manhole located at Station 106+58.66. Another water intake pipe leaves the manhole located at Station 106+61.24 and crosses under the centerline of the proposed bridge at Station 106+48.60. A portion of this pipe is exposed on the river bottom. The pipe ends at a lobster cage located at Station 105+41.75,113.8' LT. These utility facilities are in the area where Construction Access will be located. The contractor's temporary means of accessing construction areas shall avoid these utility facilities.

**Midwest Hydro Inc.** has underground electric lines that feed the transformer to the hydro dam control building. The existing lines are in conflict with construction activities. Electric lines will be relocated at the same location at a depth that is not in conflict prior to construction. The contact for Midwest Hydro Inc. is Scott Purlee, (312) 215-9845.

The awarded contractor will be responsible for coordinating and following safety guidelines for both the powerplant building contractor as well as Midwest Hyrdo Inc. The contact for the building contractor is Corporate Contractors Inc., Jason Bloomfield, (608) 362-2912 office / (608) 207-0014 cell, and the contact for Midwest Hydro Inc. is Scott Purlee, (312) 215-9845.

#### 17. Coordination with Stakeholders.

The contractor shall arrange and conduct a meeting between with the department, City of Beloit officials, Beloit College officials, and the Beloit Powerhouse Renovation building contractor to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week prior to the start of work under this contract and every week during

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construction operations. The contractor shall arrange for a suitable location for the meetings that provides reasonable accommodation.

## 18. Structural Steel Carbon, Item 506.0105.

Add the following to standard spec 506.2:

#### **Coating System**

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Galvanize and coat light pole assemblies with a two-coat system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

Add the following to standard spec 506.3:

#### Galvanizing

Fabricate light poles to meet the requirements of ASTM A385. After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Drill vent holes in members as required to facilitate galvanizing and drainage. Show location and size of vent holes on the shop drawings. Remove all burrs at component edges, corners and at holes and chamfer sharp edges before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed according to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when coated will produce unacceptable aesthetic and/or visual qualities, will not be permitted. Water quenching and chromate or other passivating treatments will not be permitted.

## **Two Coat System**

After galvanizing, coat all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints with a two-coat system as hereinafter provided.

Use one of the qualified coating manufacturers and products given in the Approved Products List for Paint Systems for Galvanized Railing. An equivalent system may be used with the written approval of the engineer.

Clean all galvanized surfaces to be coated per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. Brush blast clean the cleaned surface per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than 50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit will not be permitted. Brush blast the surface to produce a matte silver appearance. When brush blasting do not fracture the galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible deposits of oil, grease and other contaminates from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue according to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use an approved top coat that is resistant to the effects of the sun and is suitable for a marine environment. Furnish tie and top coats of contrasting colors from the same manufacturer.

Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applier. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

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Supplement standard spec 517.3.1.1(4) with the following:

The color of the paint shall be in Federal Color No. 27038.

#### **Shop Drawings**

Submit shop drawings showing the details of light pole construction. Show the light pole height, post location, weld sizes and locations and all dimensions necessary for the construction of the light pole. State the name of the coating manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

#### Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, thoroughly inspect all materials to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. Handle coated railing according to standard spec 517. If coating is damaged, repair or replace railing assemblies to the approval of the engineer at no additional cost to the owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

## **Touch-up and Repair**

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to ASTM A780. If damage is excessive, replace the railing assembly at no additional cost to the owner. Provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

Add the following to standard spec 506.5:

Payment for Structural Steel Carbon, bid item is full compensation for providing, fabricating, casting, machining or otherwise preparing, transporting, and erecting materials; galvanizing, painting and for furnishing radiographic films to the inspector.

# 19. Conduit Rigid Metallic ¾-Inch, Item 652.0105, Conduit Rigid Metallic 1-Inch, Item 652.0110.

Add the following to standard spec 652.2:

## **Two Coat System**

After galvanizing, coat all exterior surfaces of conduit with a two coat system as hereinafter provided.

Use one of the qualified coating manufacturers and products given in the Approved Products List for Paint Systems for Galvanized Railing. An equivalent system may be used with the written approval of the engineer.

Clean all galvanized surfaces to be coated per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. Brush blast clean the cleaned surface per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than 50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit will not be permitted. Brush blast the surface to produce a matte silver appearance. When brush blasting, do not fracture the galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible deposits of oil, grease and other contaminates from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue according to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use an approved top coat that is resistant to the effects of the sun and is suitable for a marine environment. Furnish tie and top coats of contrasting colors from the same manufacturer.

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Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applier. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Supplement standard spec 517.3.1.1(4) with the following:

The color of the paint shall be in Federal Color No. 27038.

### **Shop Drawings**

Submit shop drawings showing the name of the coating manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components.

## Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, thoroughly inspect all materials to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. If coating is damaged, repair or replace conduit to the approval of the engineer at no additional cost to the owner. Exercise care so as not to damage the coated surface during installation.

### **Touch-up and Repair**

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to ASTM A780. If damage is excessive, replace the railing assembly at no additional cost to the owner. Provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

Add the following to standard spec 652.5:

Payment for Conduit Rigid Metallic, bid item is full compensation for providing the conduit, conduit bodies, and fittings; for providing conduit hangers, clips, attachments, and fittings used to support conduit on structures; for pull wires or ropes; for expansion fittings and caps; for excavating, bedding, and backfilling, including any sand, concrete, or other required materials; for disposing of surplus materials; for painting and for making inspections.

## 20. Concrete Bases Type 5, Item 654.0105.

Add the following to standard spec 654.2.3:

All exposed anchor rods, washers, and nuts shall be painted. The color of the paint shall be in Federal Color No. 27038.

## 21. Crack and Damage Survey, Item 999.1500.S.

## **A Description**

This special provision describes conducting a crack and damage survey of the residences and business located at 830 Pleasant Street, Beloit WI, 53511 (Midwest Hydro Inc. building).

This Crack and Damage Survey shall consist of two parts. The first part, performed before construction activities, shall include a visual inspection, digital images, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, digital images, and written report describing any change in the building's condition.

#### B (Vacant)

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#### **C** Construction

Before any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Electronically submit a written report with the inspector's name, date of inspection, descriptions and locations of defects, and digital images. The intent of the written report and digital images is to procure a record of the general physical condition of the building's interior and exterior walls and foundation.

Use a digital camera capable of producing sharp, grain free, high-contrast colored digital images with good shadow details. Label each digital image with the following information:

ID:_	
Building Location:_	
View looking:_	
Date:_	
Photographer:	

Before the start of any construction activities related to this survey, submit a copy of the written report and digital images to the engineer electronically.

After the construction activities are complete, conduct another survey in the same manner, take digital images, and submit another written report to the engineer electronically.

Instead of digital images, a digital video camera capable of producing sharp, high contrast, colored digital video with good shadow detail may be used to perform this work.

#### **D** Measurement

The department will measure Crack and Damage Survey as single complete 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 NUMBERDESCRIPTIONUNIT999.1500.SCrack and Damage SurveyLS

Payment is full compensation for providing the before and after written reports, and for photographs or video.

stp-999-010 (20170615)

## 22. Walkway Gate, Item SPV.0060.01.

## **A Description**

Work under this item includes furnishing and installing walkway gates as shown on the plans and according to standard spec 513 as hereinafter provided.

#### **B** Materials

Add the following to standard spec 513.2:

Conform to the material, design, and dimensional requirements the plans show for walkway gates.

Add the following to standard spec 513.2:

Set the posts in concrete footings. Locate the footing to allow centering of the post. Excavate holes for the footings to the neat dimensions and place concrete directly in the excavation. Remove rock or other obstructions encountered in the excavation to the required depth. If unstable soils or other areas prevent making footing excavations to neat dimensions, use forms. Keep the form in place until the concrete cures for at least 24 hours. After removing the form, backfill the footing with suitable material. Ensure the backfill material has the correct moisture content for compacting and place and compact in layers. Set the posts, anchor the braces in place, and wait at least 24 hours after pouring concrete before adjoining gates.

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Add the following to standard spec 513.2.1:

### **Coating System**

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Galvanize and coat railing assemblies with a two-coat system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

#### **C** Construction

Add the following to standard spec 513.3:

Erect walkway gates as the plans show.

Add the following to standard spec 513.3:

#### Galvanizing

Fabricate gates to meet the requirements of ASTM A385. After fabrication, blast clean steel gate assemblies per SSPC-SP6 and galvanize according to ASTM A123. Drill vent holes in members as required to facilitate galvanizing and drainage. Show location and size of vent holes on the shop drawings. Remove all burrs at component edges, corners and at holes and chamfer sharp edges before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed according to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when coated will produce unacceptable aesthetic and/or visual qualities, will not be permitted. Water quenching and chromate or other passivating treatments will not be permitted.

#### **Two Coat System**

After galvanizing, coat all exterior surfaces of steel gate assemblies and inside of rail elements at field erection and expansion joints with a two coat system as hereinafter provided.

Use one of the qualified coating manufacturers and products given in the Approved Products List for Paint Systems for Galvanized Railing. An equivalent system may be used with the written approval of the engineer.

Clean all galvanized surfaces to be coated per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. Brush blast clean the cleaned surface per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than 50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit will not be permitted. Brush blast the surface to produce a matte silver appearance. When brush blasting do not fracture the galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible deposits of oil, grease and other contaminates from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue according to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized gate and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use an approved top coat that is resistant to the effects of the sun and is suitable for a marine environment. Furnish tie and top coats of contrasting colors from the same manufacturer.

Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applier. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

#### **Shop Drawings**

Submit shop drawings showing the details of walkway gate construction. Show the gate height, post location, weld sizes and locations and all dimensions necessary for the construction of the walkway gate. State the name of the coating manufacturer and the product name of the tie coat and top coat used along

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with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

#### Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, thoroughly inspect all materials to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. Handle coated railing according to standard spec 517. If coating is damaged, repair or replace railing assemblies to the approval of the engineer at no additional cost to the owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

## **Touch-up and Repair**

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to ASTM A780. If damage is excessive, replace the railing assembly at no additional cost to the owner. Provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

Supplement standard spec 517.3.1.1(4) with the following:

The color of the paint shall be in Federal Color No. 27038.

#### **D** Measurement

The department will measure Walkway Gate by each individual unit, acceptably completed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Walkway GateEACH

Payment for the Walkway Gate bid item is full compensation for providing, fabricating, transporting, and erecting the walkway gates; for setting posts including placing concrete, for painting steel gates; for removing and disposing of all debris, excess excavation, and surplus materials.

### 23. Luminaire Utility LED A 350mA 49W, Item SPV.0060.02.

## **A Description**

Work under this item includes furnishing and installing Luminaires Utility LED A 350mA 49W as shown on the plans and according to standard spec 659 as hereinafter provided.

## **B** Materials

Provide a Luminaire Utility LED A per the standard specification with the following exception: Luminaire shall be LED 350mA with typical delivered lumens of 5,060, typical system wattage of 49. Luminaire Utility LED A 350mA 49W shall be Lithonia Catalog #AST1LED-42C-350-40K-SR3-MVOLT-WBA-DMG-DBLXD.

#### **C** Construction

Install per same methods as Luminaire Utility LED A standard.

## **D** Measurement

The department will measure the Luminaire Utility LED A 350mA 49W as each individual luminaire, acceptably completed.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.02 Luminaire Utility LED A 350mA 49W EACH

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Payment is full compensation for installing luminaires and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

## 24. Luminaire Utility LED B 350mA 49W, Item SPV.0060.03.

## **A Description**

Work under this item includes furnishing and installing Luminaires Utility LED B 350mA 49W as shown on the plans and according to standard spec 659 as hereinafter provided.

#### **B** Materials

Provide a Luminaire Utility LED B per the standard specification with the following exception: Luminaire shall be LED 350mA with typical delivered lumens of 5,351, typical system wattage of 49. Luminaire Utility LED B 350mA 49W shall be Lithonia Catalog #AST1LED-42C-350-40K-SR3-MVOLT-WBA-DMG-DBLXD.

#### C Construction

Install per same methods as Luminaire Utility LED B standard.

#### **D** Measurement

The department will measure the Luminaire Utility LED B 350mA 49W as each individual luminaire, acceptably completed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.03Luminaire Utility LED B 350mA 49WEACH

Payment is full compensation for installing luminaires and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

## 25. Junction Boxes 4x4x4-Inch NEMA 6P, Item SPV.0060.04.

## **A Description**

Work under this item includes furnishing and installing Junction Boxes 4x4x4-Inch NEMA 6P as shown on the plans and according to standard spec 653 as hereinafter provided.

#### **B** Materials

Provide a 4x4x4-Inch NEMA 6P rated junction box capable of being mounted as specified in the drawings.

Add the following to standard spec 653.2:

#### **Two Coat System**

After galvanizing, coat all exterior surfaces of conduit with a two coat system as hereinafter provided.

Use one of the qualified coating manufacturers and products given in the Approved Products List for Paint Systems for Galvanized Railing. An equivalent system may be used with the written approval of the engineer.

Clean all galvanized surfaces to be coated per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. Brush blast clean the cleaned surface per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than 50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit will not be permitted. Brush blast the surface to produce a matte silver appearance. When brush blasting do not fracture the galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible

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deposits of oil, grease and other contaminates from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue according to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use an approved top coat that is resistant to the effects of the sun and is suitable for a marine environment. Furnish tie and top coats of contrasting colors from the same manufacturer.

Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applier. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Supplement standard spec 517.3.1.1(4) with the following:

The color of the paint shall be in Federal Color No. 27038.

### **Shop Drawings**

Submit shop drawings showing the name of the coating manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components.

## Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, thoroughly inspect all materials to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. If coating is damaged, repair or replace conduit to the approval of the engineer at no additional cost to the owner. Exercise care so as not to damage the coated surface during installation.

## **Touch-up and Repair**

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to ASTM A780. If damage is excessive, replace the junction box at no additional cost to the owner. Provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

#### **C** Construction

Install per same methods as Junction Boxes 8x8x8-Inch standard. Ensure that NEMA 6P rating is maintained for unit. Mount per specifications set forth in drawings.

#### **D** Measurement

The department will measure the Junction Boxes 4x4x4-Inch NEMA 6P as each individual junction box, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.04Junction Boxes 4x4x4-Inch NEMA 6PEACH

Payment for the Junction Boxes bid items is full compensation for providing materials including grounding lugs and stainless steel mounting hardware, wiring, supports, grout, and temporary asphalt; for any pavement cutting and grouting; and for disposing of surplus material.

## 26. Junction Boxes 4x4x2-Inch NEMA 3R, Item SPV.0060.05.

#### A Description

Work under this item includes furnishing and installing Junction Boxes 4x4x2-Inch NEMA 6P as shown on the plans and according to standard spec 653 as hereinafter provided.

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#### **B** Materials

Provide a 4x4x2-Inch NEMA 3R rated junction box capable of being mounted as specified in the drawings.

Add the following to standard spec 653.2:

## **Two Coat System**

After galvanizing, coat all exterior surfaces of conduit with a two coat system as hereinafter provided.

Use one of the qualified coating manufacturers and products given in the Approved Products List for Paint Systems for Galvanized Railing. An equivalent system may be used with the written approval of the engineer.

Clean all galvanized surfaces to be coated per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. Brush blast clean the cleaned surface per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than 50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit will not be permitted. Brush blast the surface to produce a matte silver appearance. When brush blasting do not fracture the galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible deposits of oil, grease and other contaminates from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue according to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use an approved top coat that is resistant to the effects of the sun and is suitable for a marine environment. Furnish tie and top coats of contrasting colors from the same manufacturer.

Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applier. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Supplement standard spec 517.3.1.1(4) with the following:

The color of the paint shall be in Federal Color No. 27038.

#### **Shop Drawings**

Submit shop drawings showing the name of the coating manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components.

#### **Delivery, Storage and Handling**

Deliver material to the site in an undamaged condition. Upon receipt at the job site, thoroughly inspect all materials to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. If coating is damaged, repair or replace conduit to the approval of the engineer at no additional cost to the owner. Exercise care so as not to damage the coated surface during installation.

#### **Touch-up and Repair**

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to ASTM A780. If damage is excessive, replace the junction box at no additional cost to the owner. Provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

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#### **C** Construction

Install per same methods as Junction Boxes 8x8x8-Inch standard. Ensure that NEMA 3R rating is maintained for unit. Mount per specifications set forth in drawings.

#### **D** Measurement

The department will measure Junction Boxes 4x4x2-Inch NEMA 3R as each individual junction box, successfully completed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.05Junction Boxes 4x4x2-Inch NEMA 3REACH

Payment for the Junction Boxes bid items is full compensation for providing materials including grounding lugs and stainless steel mounting hardware, wiring, supports, grout, and temporary asphalt; for any pavement cutting and grouting; and for disposing of surplus material.

## 27. Locate and Reference Property Corners, Item SPV.0060.06.

## **A Description**

This special provision describes locating and referencing existing property corners within the project limits. Locate and provide adequate reference ties for existing property corners, which may be disturbed during construction such that the landmark may be re-established upon completion of construction.

## B (Vacant)

#### **C** Construction

Obtain approval of the methods of survey with the engineer prior to beginning the work. Use a degree of accuracy in the survey work that is consistent with third order, Class II. Maintain neat, orderly and complete survey notes and computations used in establishing landmark reference. Make the survey notes and computations available to the engineer within 24 hours request as work progresses.

#### **D** Measurement

The department will measure Locate and Reference Property Corners in place by each individual unit, in which a unit is one property corner, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.06Locate and Reference Property CornersEACH

Payment is full compensation for furnishing all survey work necessary to locate and reference the landmark.

## 28. Reset Property Corners, Item SPV.0060.07.

## **A Description**

This special provision describes setting property corners that have been damaged or destroyed during construction operations, which were unavoidable. Note that this item does not apply to items damaged due to negligence or relieve the contractor of other responsibilities as outlined in standard spec 107.11.

#### **B** Materials

Provide replacement property monuments that are 1-inch inside diameter by 24-inch long iron pipe or te-inch diameter iron rod or rebar that are 24-inches long in locations outside of pavement areas, a Bernsten Steel Nail Marker for placement in asphalt pavement, or a Bernsten BP1 Brass Marker with anchoring plug for placement in concrete pavement. 3

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#### **C** Construction

When drive-in monuments are to be used, drive them into the ground with the top flush with the surface. In unstable soils, increase the depth as directed by the engineer to obtain a suitable foundation for the monument. No additional compensation will be made for the increased depth of the monument.

#### **D** Measurement

The department will measure Reset Property Corners in place by each individual unit, in which a unit is one property corner, 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.0060.07

Reset Property Corners

EACH

Payment is full compensation for furnishing all survey work necessary to reset property corners; and for furnishing, placing, and adjusting property corners.

## 29. Railing Steel Pedestrian Special B-53-379, Item SPV.0090.01.

#### **A Description**

Work under this item includes furnishing and installing Railing Steel Pedestrian Special B-53-379 as shown on the plans and according to standard spec 513 as hereinafter provided.

#### **B** Materials

Add the following to standard spec 513.2.1:

### **Coating System**

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Galvanize and coat railing assemblies with a two-coat system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

### **C** Construction

Add the following to standard spec 513.3:

#### Galvanizing

Fabricate railings to meet the requirements of ASTM A385. After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Drill vent holes in members as required to facilitate galvanizing and drainage. Show location and size of vent holes on the shop drawings. Remove all burrs at component edges, corners and at holes and chamfer sharp edges before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed according to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when coated will produce unacceptable aesthetic and/or visual qualities, will not be permitted. Water quenching and chromate or other passivating treatments will not be permitted.

### **Two Coat System**

After galvanizing, coat all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints with a two coat system as hereinafter provided.

Use one of the qualified coating manufacturers and products given in the Approved Products List for Paint Systems for Galvanized Railing. An equivalent system may be used with the written approval of the engineer.

Clean all galvanized surfaces to be coated per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. Brush blast clean the cleaned surface per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than 50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit will not be permitted. Brush blast the surface to produce a matte silver appearance. When brush blasting, do not fracture the

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galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible deposits of oil, grease and other contaminates from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue according to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use an approved top coat that is resistant to the effects of the sun and is suitable for a marine environment. Furnish tie and top coats of contrasting colors from the same manufacturer.

Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applier. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

## **Shop Drawings**

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the coating manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

## **Delivery, Storage and Handling**

Deliver material to the site in an undamaged condition. Upon receipt at the job site, thoroughly inspect all materials to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. Handle coated railing according to standard spec 517. If coating is damaged, repair or replace railing assemblies to the approval of the engineer at no additional cost to the owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

## Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to ASTM A780. If damage is excessive, replace the railing assembly at no additional cost to the owner. Provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

Supplement standard spec 517.3.1.1(4) with the following:

The color of the paint shall be in Federal Color No. 27038.

#### **D** Measurement

The department will measure Railing Steel Pedestrian Special B-53-379 by the linear feet, acceptably completed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.01Railing Steel Pedestrian Special B-53-379LF

Payment for the Railing Steel Pedestrian Special bid item is full compensation for providing, fabricating, transporting, and erecting the railing; for painting steel railing; for metal shims under the bases; and for providing and placing the anchor bolts.

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## 30. Prestressed Girders Box Type 21-Inch, Item SPV.0090.02.

## **A Description**

This special provision describes fabricating, furnishing, transporting, erecting, and grouting box type prestressed girders, according to standard spec 501 and standard spec 503, as directed by the engineer, and as hereinafter provided.

#### **B** Materials

#### **B.1 Concrete for Prestressed Concrete Box Girders**

Modify standard spec 503.2 as hereinafter provided.

Modify standard spec 503.2.2(2) to read:

Ensure concrete attains a minimum 28-day compressive strength of 5000 psi for prestressed box girders. Base tests on 6-inch by 12-inch cylinders, or 4-inch by 8-inch cylinders, provided the engineer develops and approves a correlation factor. Mold concrete cylinders in steel or plastic molds. Cure concrete cylinders according to AASHTO T23, except cure the cylinders with the member until release strength is obtained, then cure the cylinders according to AASHTO T23. Maintain laboratory facilities and equipment according to AASHTO M201. Make 3 cylinders for each line of prestressed members poured and test each cylinder according to AASHTO T22. Calibrate cylinder-testing equipment at least annually according to AASHTO T67. Average the strengths of the 2 cylinders with the highest test results for each line and use the average to determine compliance with the 28-day strength requirement. Ensure that neither of the 2 cylinders with the highest test results has a strength less than 10 percent below the required strength.

Modify the standard spec 503.2.2(5) to read:

Furnish prestressed concrete members cast from air-entrained concrete. Use type I, IL, IS, IP, IT, II, or III cement. The contractor shall replace 20-30 percent of type I, IL, II, or III cement with an equal weight of fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.6 and slag conforms to 501.2.7. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.2 for air-entrained concrete. Use only size No. 1 coarse aggregate conforming to 501.2.5.4.

Add the following to standard spec 503.2.2(6):

Air content

## **B.2 Grout between Prestressed Concrete Box Girders (Shear Keys)**

Provide a cement based, pre-packaged, non-metallic, non-shrink grout product to meet the requirements of Table 1, as well as the requirements of ASTM C1107. Alternate products may be submitted to the engineer for approval, by providing laboratory test results obtained from an independent testing lab on the properties in Table 1.

The addition of aggregate to the pre-packaged product is not permitted. As such, the grout product provided must be listed for use, without aggregate extension, for both the minimum and maximum grout thickness anticipated, as provided in Table 1.

Provide non-shrink grout that is formulated for exterior use and is freeze-thaw resistant. The grout provided shall have sufficient working time to accommodate the contractor's proposed grouting procedures.

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Table 1. Cementitious grout properties, requirements and test methods

	Property	Requirement	Test Method
	3 days		
Strength			

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Product	Source
SikaGrout 328, Lyndhurst, NJ	Sika Corporation
Masterflow 928, Shakopee, MN	BASF / Master Builders
Five Star 400 Grout, Old Greenwich, CT	U.S. Grout Corporation
Sure-Grip Grout, Oregon, IL	Dayton-Superior

#### **B.5 Polystyrene Forms**

Use solid polystyrene conforming to ASTM C578 Type 1, for forming internal voids of box girders. Other materials may be used that are water resistant and resist breakage and deformation during placement of concrete.

## **B.6 Post -Tensioning Reinforcement**

Use reinforcement conforming to standard spec 503.2.3. Other post-tensioning systems, may be provided with engineer approval.

#### **C** Construction

Construct according to the applicable methods specified in standard spec 501 and 503.

### C.1 Prestressed Concrete Box Girder Forming

Form voids of box girders with polystyrene blocks. Properly anchor the forms to prevent movement or floating of the forms during casting.

#### C.2 Prestressed Concrete Box Girder Surface Finish

Shot blast box girder keyway surfaces at the precast plant, within 3 days of shipment, to provide an exposed aggregate surface finish, with an average surface amplitude of ¼". The exposed aggregate finish may be provided by alternate means, including the use of surface retarders during curing, provided that a shot blast finish is also provided at the precast plant within 3 days of shipment to clean the surface of cement paste and other deleterious materials.

The top surface of the box girders shall be rough floated, and broom finished with an average surface amplitude of ¼".

Finish exposed exterior surfaces of the box girders according to standard spec 503.3.2.4.

#### C.3. Prestressed Concrete Box Girder Erection

Erect box girders according to standard spec 503.3.3 as well as the following requirements.

The contractor shall inspect the erect beams to verify they are completely seated on the beam seats. Any beams that are found to wobble, should be shimmed to provide full bearing contact, and to the satisfaction of the engineer.

Use hardwood wedges, or a suitable alternative, to maintain a uniform spacing between the box girders while they are being erected and grouted.

#### C.3.1 Tolerances

Add the following to standard spec 503.3.2.1.1(1):

Cast prestressed concrete members to plan dimensions within the following applicable tolerances:

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#### PRESTRESSED CONCRETE BOX GIRDERS

Depth of top slab	+/- 1/2"
Depth of bottom slab	+/- 1/2"
Depth overall	+/- 1/4"
Width of web	+/- 3/8"
Width overall	+/- 1/4"
Length the greater of +/-1/8" po	er 10' or +/- 3/4"
Square ends, deviation from square	+/- 1/2"
Skew ends, deviation from designated skew	+/- 1/4"
Beam seat bearing area, variation from plane surface when tested with a straighted	je
Through middle half of member	+/- 1/16"
Horizontal alignment, deviation from a straight line parallel to beam center, "sweep"	
Lengths to 40 feet	max of 1/4"
Lengths 40 feet to 60 feet	max of 3/8
Lengths over 60 feet	max of 1/2
Dowel tubes, spacing between centers and from centers to member ends and sides.	+/- 1/2
Tie rod tubes, spacing between centers and from centers to member ends	+/- 1/2"
Tie rod tubes and dowel tubes, spacing from centers to beam bottoms	+/- 3/8"
Total width of deck theoretical width	th +1/2" per joint
Camber, differential between adjacent units	max of 1/2'
Camber, differential between high and low members in the same span	max of 1"
Stirrup bars, projection above top of beam	503.3.2.1.1 (1) 503.3.2.1.1 (1) 503.3.2.1.1 (1)

## C.4 Prestressed Concrete Box Girder Erection and Post-Tensioning Sequence

- 1) Erect girders.
- 2) Shim bearing pads as required to minimize rocking of girders.
- 3) Install transverse post-tensioning tendons and verify position of hardwood spacing wedges.
- 4) Apply 5,000 pound post-tension force to each set of tendons to remove sag and seat the chuck.
- 5) Grout shear keys between girders.
- 6) Remove hardwood spacing wedges.
- 7) Apply full post-tension force to each set of tendons after grout has cured according to the requirements of section C.8 of this specification.
- 8) Pressure grout post-tensioning ducts.
- 9) Fill stress pockets with non-shrink grout.
- 10) Drill holes and install pier dowels, per plan details.
- 11) Place composite deck or non-composite concrete overlay and abutment backwalls after keyway grout has reached a compressive strength of at least 5,000 psi.

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#### C.5 Placement of Grout for Shear Keys

Prior to placement of grout, clean shear keys to remove all dirt, grease, oil and other foreign materials using a high pressure wash or oil-free air blast. Wet all shear key surfaces for a minimum of 24 hours to achieve a saturated surface dry (SSD) condition at the time of grout placement. Remove all excess water immediately prior to placement of grout.

Install a closed cell backer rod as the formwork at the bottom of each shear key, or suitable alternative. Ensure the seal is watertight. Remove the backer rod after the grout has cured for at least 24 hours.

Mix grout according to the manufacturer's instructions. Use the precise amount of water required to produce a flowable/pourable mix, and do not add additional water. Do not extend grout by adding aggregate. Mix grout in a mortar mixing drum with moving blades. Maintain a temperature range during the grouting and curing period that meets the manufacturer specified limits. Follow manufacturer instructions for temperatures outside these limits. In no case should the temperature of the grout be less than 40°F during the first 48 hours of curing.

Place grout, immediately after mixing, according to all manufacturer instructions. Take care to not over-work the grout and to avoid entrapping air. Consolidate grout by rodding to ensure that the voids are completely filled to form a solid, tight shear key. Do not vibrate grout unless recommended by grout manufacturer.

Do not place grout during a rainfall, or if rain is anticipated prior to grout achieving final set.

Provide a trowel finish to the exposed surface of grout. If a differential camber exists between the beams at the shear key joint, the grout shall be finished to the level of the highest beam and sloped at a 4 to 1 slope to the lower beam.

Place and consolidate grout continuously for any one section of grout, without interruption. Vibration from nearby construction equipment should be eliminated during placement of the grout, and for the first 24 hours of the curing period.

## C.6 Curing of Grout for Shear Keys

Exposed surfaces of grout must be cured. Cure grout for a minimum of three days using a continuous wet cure or impervious curing compound, as recommended by the grout manufacturer, and as provided in standard spec 502.3.8.1.1.

During the curing period, no vehicular traffic, including the contractor's equipment will be permitted on the beams.

#### C.7 Grouting of Transverse Pier Joints

Grout the transverse joint between spans, over the pier, following the same procedures as for the longitudinal keyways. Grout this joint at the same time as when the longitudinal joints are grouted.

## **C.8 Post-Tensioning**

Post-tension tendons to attain the specified force at each location.

Do not apply post-tensioning force until the shear key grout has cured for at least 48 hours and has attained a compressive strength of at least 3,000 psi.

Pressure grout the post-tensioned ducts from one grout pipe until all entrapped air is expelled and grout begins to flow from the open grout pipe. Close the open grout pipe and maintain a pressure of 50-psi for 15 seconds.

No traffic or heavy equipment will be allowed on the bridge until the tendons have been fully tensioned to the load specified on the plans.

#### **D** Measurement

The department will measure Prestressed Girders Box Type 21-Inch in length by the linear foot, acceptably completed.

#### **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.02
 Prestressed Girders Box Type 21 - Inch
 LF

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Payment includes providing and installing the post-tensioning system, grouting the longitudinal and transverse joints, pier dowels and installation as well as all items specified in standard spec 503.5. (20170615)

## 31. Safety Fence 4-Foot, Item SPV.0090.03.

#### **A Description**

Work under this item includes furnishing and installing Safety Fence 4-Foot as shown on the plans and according to standard spec 513 as hereinafter provided.

#### **B** Materials

Add the following to standard spec 513.2:

Set the posts in concrete footings. Locate the footing to allow centering of the post. Excavate holes for the footings to the neat dimensions and place concrete directly in the excavation. Remove rock or other obstructions encountered in the excavation to the required depth. If unstable soils or other areas prevent making footing excavations to neat dimensions, use forms. Keep the form in place until the concrete cures for at least 24 hours. After removing the form, backfill the footing with suitable material. Ensure the backfill material has the correct moisture content for compacting and place and compact in layers. Set the posts, anchor the braces in place, and wait at least 24 hours after pouring concrete before adjoining railings.

Add the following to standard spec 513.2.1:

#### **Coating System**

All materials for fence shall be new stock, free from defects impairing strength, durability and appearance. Galvanize and coat railing assemblies with a two-coat system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

#### **C** Construction

Add the following to standard spec 513.3:

#### Galvanizing

Fabricate fence to meet the requirements of ASTM A385. After fabrication, blast clean steel fence assemblies per SSPC-SP6 and galvanize according to ASTM A123. Drill vent holes in members as required to facilitate galvanizing and drainage. Show location and size of vent holes on the shop drawings. Remove all burrs at component edges, corners and at holes and chamfer sharp edges before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed according to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when coated will produce unacceptable aesthetic and/or visual qualities, will not be permitted. Water quenching and chromate or other passivating treatments will not be permitted.

#### **Two Coat System**

After galvanizing, coat all exterior surfaces of steel fence assemblies and inside of rail elements at field erection and expansion joints with a two coat system as hereinafter provided.

Use one of the qualified coating manufacturers and products given in the Approved Products List for Paint Systems for Galvanized Railing. An equivalent system may be used with the written approval of the engineer.

Clean all galvanized surfaces to be coated per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. Brush blast clean the cleaned surface per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than 50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit will not be permitted.

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Brush blast the surface to produce a matte silver appearance. When brush blasting do not fracture the galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible deposits of oil, grease and other contaminates from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue according to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use an approved top coat that is resistant to the effects of the sun and is suitable for a marine environment. Furnish tie and top coats of contrasting colors from the same manufacturer.

Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applier. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

#### **Shop Drawings**

Submit shop drawings showing the details of fence construction. Show the fence height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the fence. Show location of shop rail splices, field erection joints and expansion joints. State the name of the coating manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

#### Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, thoroughly inspect all materials to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. Handle coated railing according to standard spec 517. If coating is damaged, repair or replace railing assemblies to the approval of the engineer at no additional cost to the owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the engineer.

## **Touch-up and Repair**

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to ASTM A780. If damage is excessive, replace the railing assembly at no additional cost to the owner. Provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

Supplement standard spec 517.3.1.1(4) with the following:

The color of the paint shall be in Federal Color No. 27038.

#### **D** Measurement

The department will measure Safety Fence 4-Foot by the linear feet, acceptably completed, measured from center to center of end posts, along the fence line at the ground line.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.03Safety Fence 4-FootLF

Payment for the Safety Fence 4-Foot bid item is full compensation for providing, fabricating, transporting, and erecting the railing; for setting posts including placing concrete, for painting steel railing; for metal shims under the bases; for removing and disposing of all debris, excess excavation, and surplus materials.

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#### 32. Safety Fence 10-Foot, Item SPV.0090.04.

#### **A Description**

Work under this item includes furnishing and installing Safety Fence 10-Foot as shown on the plans and according to standard spec 513 as hereinafter provided.

#### **B** Materials

Add the following to standard spec 513.2:

Conform to the material, design, and dimensional requirements the plans show for service gates and safety fence 10-foot.

Add the following to standard spec 513.2:

Set the posts in concrete footings. Locate the footing to allow centering of the post. Excavate holes for the footings to the neat dimensions and place concrete directly in the excavation. Remove rock or other obstructions encountered in the excavation to the required depth. If unstable soils or other areas prevent making footing excavations to neat dimensions, use forms. Keep the form in place until the concrete cures for at least 24 hours. After removing the form, backfill the footing with suitable material. Ensure the backfill material has the correct moisture content for compacting and place and compact in layers. Set the posts, anchor the braces in place, and wait at least 24 hours after pouring concrete before adjoining railings.

Add the following to standard spec 513.2.1:

#### **Coating System**

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Galvanize and coat fence assemblies with a two-coat system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

#### **C** Construction

Add the following to standard spec 513.3:

Erect service gates as the plans show.

Add the following to standard spec 513.3:

#### Galvanizing

Fabricate fence to meet the requirements of ASTM A385. After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Drill vent holes in members as required to facilitate galvanizing and drainage. Show location and size of vent holes on the shop drawings. Remove all burrs at component edges, corners and at holes and chamfer sharp edges before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed according to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when coated will produce unacceptable aesthetic and/or visual qualities, will not be permitted. Water quenching and chromate or other passivating treatments will not be permitted.

## **Two Coat System**

After galvanizing, coat all exterior surfaces of steel fence assemblies and inside of fence elements at field erection and expansion joints with a two coat system as hereinafter provided.

Use one of the qualified coating manufacturers and products given in the Approved Products List for Paint Systems for Galvanized Railing. An equivalent system may be used with the written approval of the engineer.

Clean all galvanized surfaces to be coated per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. Brush blast clean the cleaned surface per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation (1 mil minimum, 1.5 mils maximum) for adhesion of the tie coat. Remove wet storage stains prior to blasting per SSPC-SP16. Perform brush blasting at an angle of 30 to 60 degrees to the surface using air pressure no greater than

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50 psi, and a soft abrasive such as Garnet. Steel shot and angular iron blasting grit will not be permitted. Brush blast the surface to produce a matte silver appearance. When brush blasting do not fracture the galvanized finish or remove any dry film thickness. Prior to application of the tie-coat, remove visible deposits of oil, grease and other contaminates from the surface per SSPC-SP1, and clean the brush blasted surface of dust, dirt and loose residue according to standard spec 517.

After cleaning and within 8 hours of blasting, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized fence and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use an approved top coat that is resistant to the effects of the sun and is suitable for a marine environment. Furnish tie and top coats of contrasting colors from the same manufacturer.

Ensure that the coating manufacturer reviews the process to be used for surface preparation and application of the coating system with the coating applier. The review shall include a visit to the facility performing the work if requested by the coating manufacturer. Provide written confirmation, from the coating manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

## **Shop Drawings**

Submit shop drawings showing the details of fence and service gates construction. Show the fence height post spacing, fence location, weld sizes and locations and all dimensions necessary for the construction of the fence and service gates. Show location of shop rail splices, field erection joints and expansion joints. State the name of the coating manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

## **Delivery, Storage and Handling**

Deliver material to the site in an undamaged condition. Upon receipt at the job site, thoroughly inspect all materials to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. Handle coated railing according to standard spec 517. If coating is damaged, repair or replace railing assemblies to the approval of the engineer at no additional cost to the owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

#### Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations and conforming to ASTM A780. If damage is excessive, replace the railing assembly at no additional cost to the owner. Provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

Supplement standard spec 517.3.1.1(4) with the following:

The color of the paint shall be in Federal Color No. 27038.

## **D** Measurement

The department will measure Safety Fence 10-Foot by the linear foot, acceptably completed, measured from center to center of end posts, along the fence line at the ground line.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.04Safety Fence 10-FootLF

Payment for the Safety Fence 10-Foot bid item is full compensation for providing, fabricating, transporting, and erecting the railing and gates; for setting posts including placing concrete, for painting steel railing; for metal shims under the bases; for removing and disposing of all debris, excess excavation, and surplus materials.

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#### 33. Construction Access, Item SPV.0105.01.

#### **A Description**

This special provision describes designing, furnishing and installing a Construction Access in between the northwest corner of the power plant building and east end of the existing pedestrian bridge that crosses the Rock River as necessary to complete the construction of Structure B-53-379. Construction Access details will be finalized within the Erosion Control Implementation Plan submittal by the contractor. Final design and layout of the Construction Access shall meet the requirements of the plans, the applicable provisions of the standard specifications, the environmental protection special provisions, as directed by the engineer, and as hereinafter provided.

Determine the limits and materials required for the Construction Access following the plans and these special provisions. Easements have been obtained from Beloit College for construction access. Coordinate any additional area needed for access with Beloit College. Submit construction access plan, include removal and clean-up plans as part of the required erosion control implementation plan to be approved by WDNR.

#### **B** Materials

Construction Access includes all necessary items to access the bridge areas and provide barge docking facilities from the east stream bank.

Temporary structures in the Rock River meeting the requirements shown in the plans are allowed. Causeways and sheet piling are not allowed.

#### C (Vacant)

#### **D** Measurement

The department will measure Construction Access 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.0105.01Construction AccessLS

Payment is full compensation for locating the Beloit College water intake pipe, supplying and installing caution buoys along Beloit College water intake pipe, any additional access areas required, excavation to shape the construction access outside of the existing streambed, providing and maintaining appropriate erosion control measures (except turbidity barrier shall be paid for separately) for the Construction Access, furnishing, installing and removing all materials, and for all restoration.

#### 34. Wall Modular Block Mechanically Stabilized Earth, Item SPV.0165.01.

#### **A Description**

This special provision describes designing, furnishing materials and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

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#### **B** Materials

#### **B.1 Proprietary Wall Systems**

The supplied wall system must be from the department's approved list of Modular Block Mechanically Stabilized Earth Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared in accordance to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section at the following email address: DOTDLStructuresFabrication@dot.wi.gov.

#### **B.2 Design Requirements**

It is the responsibility of the Contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to 105.2 with electronic submittal to the fabrication library under 105.2.2. Certify that shop drawings conform to quality control standards by submitting department form DT2329 with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the Department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined in accordance with Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls in accordance to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf in accordance with Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

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The design of the wall by the Contractor shall consider the internal and compound stability of the wall mass in accordance with AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and wall facing-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Wall facing units shall be designed in accordance with AASHTO LRFD 11.10.2.3.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height, or as shown on the plan. In no case shall this length be less than 6.0 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be two times the block width (front face to back face) or 32 inches, whichever is less. The first (bottom) layer of reinforcement shall be placed no further than 12 inches above the top of the leveling pad or the height of the block, but at least one block height above the leveling pad. The last (top) layer of soil reinforcement shall be no further than 21 inches below the top of the uppermost block.

All soil reinforcement required for the reinforced soil zone shall be connected to the wall facing.

Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a leveling pad.

#### **B.3 Wall System Components**

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

#### **B.3.1 Wall Facing**

Wall facing units shall consist of precast modular concrete blocks. Furnish concrete produced by a dry-cast or wet-cast process. Concrete for all blocks shall not contain less than 565 pounds of cementitious materials per cubic yard. The contractor may use cement conforming to standard spec. 501.2.1 or may substitute for portland cement at the time of batching conforming to standard spec. 501.2.6 for fly, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30% of the total cementitious content by weight.

Dry-cast concrete blocks shall be manufactured in accordance with ASTM C1372 and this specification.

All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are broken, have cracks wider than 0.02" and longer than 25% of the nominal height of the unit, chips larger than 1", have excessive efflorescence, or are otherwise deemed unacceptable by the engineer, shall not be used within the wall. A single block front face style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan.

The top course of facing units shall be as noted on the plans, either;

Solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.

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A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer. Blocks must have a minimum width (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1¾ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

## **B.3.1.1 Material Testing**

Provide independent quality verification testing of project materials according to the following requirements:

Test	Mathad	Requirement		
	Method	Dry-cast	Wet-cast	
Compressive Strength (psi)	ASTM C140	5000 min.	4000 min.	
Air Content (%)	AASHTO T152	N/A	6.0 +/-1.5	
Water Absorption (%)	ASTM C140	6 max. <sup>[3]</sup>	N/A	
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 <sup>[1]</sup>	1.0 max. <sup>[2][3]</sup> 1.5 max. <sup>[2][3]</sup>	N/A	

- [1] Test shall be run using a 3% saline solution and blocks greater than 45 days old.
- [2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.
- [3] The independent testing laboratory shall control and conduct all sampling and testing. Prior to sampling, the manufacturer's representative shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. At no expense to the department, the contractor shall remove all rejected blocks from the project. If a random sample of five blocks of any lot tested by the department fails to meet any of the above testing requirements, the entire lot will be considered nonconforming.

The contractor and fabricator shall coordinate with the independent testing agency to ensure that strength and air content samples can be taken appropriately during manufacturing. At the time of delivery of materials, furnish the engineer a certified report of test from an AASHTO-registered or ASTM-accredited independent testing laboratory for each lot.

The certified test report shall include the following:

Project ID
Production process used (dry-cast or wet-cast)
Name and location of testing facility
Name of sampling technician
Lot number and lot size

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Testing of project materials shall be completed not more than 18 months prior to delivery. Independent testing frequency shall not exceed 5000 blocks for dry-cast blocks and the lesser of 150 CY or 1 day's production for wet-cast blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department.

Nonconforming materials will be subject to evaluation according to standard spec 106.5.

## **B.3.2 Leveling Pad**

Provide an unreinforced cast-in-place concrete leveling pad. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

The minimum width of the concrete leveling pad shall be as wide as the proposed blocks plus 6-inches, with 6-inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches.

#### **B.3.3 Backfill**

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate No. 1 as given in standard spec 501.2.5.4.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Wall Backfill, Type B, shall be placed in a zone extending horizontally from 1 foot behind the back face of the wall to 1 foot beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material Type A and Type B shall meet the following requirements.

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Test	Method	Value			
рН	AASHTO T-289	4.5-9.0			
Sulfate content [1]	AASHTO T-290	200 ppm max.			
Chloride content [1]	AASHTO T-291	100 ppm max.			
Electrical Resistivity [1]	AASHTO T-288	3000 ohm-cm min.			
Organic Content [1]	AASHTO T-267	1.0% max.			
Angle of Internal Friction	AASHTO T-236 <sup>[2]</sup>	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.2)			

<sup>[1]</sup> Requirement does not apply to walls with non-metallic reinforcement and non-metallic connectors.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM D5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. For the additional required testing for every 2000 cubic yards of backfill placement, if the characteristic of the backfill and/or the source has not changed then Angle of Internal Friction tests are not included in the additional required testing. All certified reports of test results shall be less than 6 months old and performed by a certified independent laboratory.

#### **B.3.4 Soil Reinforcement**

#### **B.3.4.1 Geogrids**

Geogrid supplied as reinforcing members shall be manufactured from long chain polymers limited to polypropylene, high-density polyethylene, polyaramid, and polyester. Geogrids shall form a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The minimum grid aperture shall be 0.5 inch. The geogrid shall maintain dimension stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. The geogrid shall be furnished in a protective wrapping that shall prevent exposure to ultraviolet radiation and damage from shipping or handling. The geogrid shall be kept dry until installed. Each roll shall be clearly marked to identify the material contained.

The wall supplier shall provide the nominal long-term design strength (Tal) and nominal long-term connection strength, Talc as discussed below.

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<sup>[2]</sup> If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

#### Nominal Long-Term Design Strength (Tal)

The wall supplier shall supply the nominal long-term design strength  $(T_{al})$  used in the design for each reinforcement layer and shall be determined by dividing the Ultimate Tensile Strength  $(T_{ult})$  by the factors RF<sub>ID</sub>, RF<sub>CR</sub>, RF<sub>D</sub>.

Hence,		

#### where:

 $T_{ult}$  = Ultimate tensile strength of the reinforcement determined from wide width tensile tests (ASTM D6637) for geogrids based on the minimum average roll value (MARV) for the product.

 $RF_{ID}$  = Strength reduction factor to account for installation damage to the reinforcement. In no case shall  $RF_{ID}$  be less than 1.1.

 $RF_{CR}$  = Strength reduction factor to prevent long-term creep rupture of the reinforcement. In no case shall  $RF_{CR}$  be less than 1.2.

 $RF_D$  = Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation. In no case shall  $RF_D$  be less than 1.1.

Values for RF<sub>ID</sub>, RF<sub>CR</sub>, and RF<sub>D</sub> shall be determined from product specific test results. Guidelines for determining RF<sub>ID</sub>, RF<sub>CR</sub>, and RF<sub>D</sub> from product specific data are provided in FHWA Publication No. FHWA-NHI-10-024 and FHWA–NHI-10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes".

#### Nominal Long-term Connection Strength Tac

The nominal long term connection strength, T<sub>ac</sub>, shall be based on laboratory geogrid connection tests between wall facing and geogrids. T<sub>ac</sub> shall be as given below

## where:

 $T_{ac}$  = Nominal long-term reinforcement facing connection strength per unit reinforcement width at a specified confining pressure.

 $T_{ult}$  = Ultimate tensile strength of the reinforcement for geogrids defined as the minimum average roll value (MARV) for the product.

 $\mathsf{CR}_{\mathsf{cr}} = \mathsf{Long}$  term connection strength reduction factor to account for reduced ultimate strength resulting from connection.

 $RF_D$  = Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation.

T<sub>ac</sub> shall be developed from the tests conducted by an independent laboratory on the same facing blocks and geogrids as proposed for the wall and shall cover a range of overburden pressures comparable to those anticipated in the proposed wall. The connection strength reduction factor CR<sub>cr</sub> shall be determined in accordance with long-term connection test as described in Appendix B of FHWA Publication No. FHWA-NHI 10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes". CR<sub>cr</sub> may also be obtained from the short term connection test meeting the requirements of NCMA test method SRWU-1 in Simac et al 1993 or ASTM D4884.

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The contractor shall provide a manufacturer's certificate that the Tult (MARV) of the supplied geogrid has been determined in accordance with ASTM D4595 or ASTM D6637 as appropriate. Contractor shall also provide block to block and block to reinforcement connection test reports prepared and certified by an independent laboratory. Also provide calculations in accordance with AASHTO LRFD, and using the results of laboratory tests, that the block-geogrid connections shall be capable of resisting 100% of the maximum tension load in the soil reinforcements at any level within the wall, for the design life of the wall system.

#### **B.3.4.2 Galvanized Metal Reinforcement**

In lieu of polymeric geogrid earth reinforcement, galvanized metal reinforcement may be used. Design and materials shall be in accordance to AASHTO LRFD 11.10.6.4.2. The design life of steel soil reinforcements shall also comply with AASHTO LRFD. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

#### **C** Construction

#### C.1 Excavation and Backfill

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be in accordance to standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. Place and compact material beyond the reinforced soil zone to allow for proper compaction of material within the reinforced zone. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

#### **C.2 Compaction**

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Compact all backfill Type B as specified in standard spec 207.3.6. Compact the backfill Type B to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf).

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks. Do not use sheepsfoot or padfoot rollers within the reinforced soil zone.

A minimum of 6 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

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#### C.3 Wall Components

#### C.3.1 General

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers in accordance with the manufacturer's directions.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

#### C.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad as shown on the plans.

Vertical tolerances shall not exceed 3/4-inch when measured along a 10-foot straight

edge. Allow the concrete to set at least 12 hours prior to placing wall facing units.

The bottom row of wall facing units shall be horizontal and 100% of the unit surface shall bear on the leveling pad.

#### C.3.3 Soil Reinforcement

#### C.3.3.1 Geogrid Layers

Place soil reinforcement at the positions and to the lengths as indicated on the accepted shop drawings. Take care that backfill placement over the positioned soil reinforcement elements does not cause damage or misalignment of these elements. Correct any such damage or misalignment as directed by the engineer. Do not operate wheeled or tracked equipment directly on the soil reinforcement. A minimum cover of 6 inches is required before such operation is allowed.

Place and anchor geogrid material between wall unit layers in the same manner as used to determine the Geogrid Block-to-Connection Strength. Place the grid material so that the machine direction of the grid is perpendicular to the wall face. Each grid layer shall be continuous throughout the lengths indicated on the plans. Join grid strips with straps, rings, hooks or other mechanical devices to prevent movement during backfilling operations. Prior to placing backfill on the grid, pull the grid taunt and hold in position with pins, stakes or other methods approved by the engineer.

#### C.3.3.2 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

#### C.4 Quality Management Program

#### C.4.1 Quality Control Plan

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform MSE wall construction work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.

The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.

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A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.

Descriptions of stockpiling and hauling methods.

An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

Location of the QC laboratory, retained sample storage, and other documentation.

A summary of the locations and calculated quantities to be tested under this provision.

A proposed sequencing plan of wall construction operations and random test locations.

## C.4.2 Quality Control Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (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.

## C.4.3 Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at:

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

Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to AASHTO T310 and CMM 8-15 for density testing and gauge monitoring methods.

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department.

#### C.4.4 Documentation

- (1) Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.
- (2) Use forms provided in CMM Chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter QC data and backfill material certified report results into the applicable materials reporting system (MRS) software within 5 business days after results are available.
- (3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

#### C.4.5 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8-15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

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Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

#### C.4.6 Department Testing

#### C.4.6.1 General

(1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project and provide test results to the contractor within 2 business days after the department obtains the sample.

## C.4.6.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.4.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling, so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.
- (3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.
- (4) The department will conduct QV Proctor and gradation tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

#### C.4.6.3 Independent Assurance (IA)

(1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:

- 1. Split sample testing.
- 2. Proficiency sample testing.
- 3. Witnessing sampling and testing.
- 4. Test equipment calibration checks.
- 5. Reviewing required worksheets and control charts.
- 6. Requesting that testing personnel perform additional sampling and testing.

(2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.4.6.4.

#### C.4.6.4 Dispute Resolution

(1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E178 to evaluate potential statistically outlying data.

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(2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

(3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

#### C.5 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

#### **D** Measurement

The department will measure Wall Modular Block Mechanically Stabilized Earth by the square foot, acceptably completed. The department will compute the measured quantity from the theoretical pay limits the contract plans show. The department will make no allowance for wall area constructed above or below the theoretical pay limits. All work beyond the theoretical pay limits is incidental to the cost of work. The department will make no allowance for as-built quantities.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.01Wall Modular Block Mechanically Stabilized EarthSF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings, leveling pad, and leveling pad steps; constructing the retaining system and providing temporary drainage; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

The department will pay separately for parapets, traffic barriers, railings, and other items above the wall cap or coping.

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## 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 \_\_\_\_1 \_\_ (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>1</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: <a href="https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx">https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx</a>

#### 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

DATE:

CC:

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

**LET DATE & TIME** MONTH DAY YEAR 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</u> the correct letting date, project ID and proposal number, unit price and extension are included in your quote. We prefer quotes be sent via SBN but prime's alternatives are acceptable. Our office hours are include hours and days. 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

	,	,	R QUOTA				
rime's Name: etting Date:							
roject ID:							
**Yes, we will be quoting on t **No, we are not interested in **Please take our name off yo **We have questions about qu	quoting on t ur monthly D	he letting OBE conta	or its items ct list	reference		his number	
Prime Contractor 's Contact Po	erson	_		DBE Co	ntractor Co	ntact Perso	n
		_					
hone:ax:		_	Phone Fax				
mail:		<del>-</del> _	Email				
		_					
Proposal No.	circle the jo	bs and ite	ems you w	ill be quo	ting below	6	7
County	1	<i>ـ</i>	3	4	J	0	,
ORK DESCRIPTION:	37	1	1 37 I	37		37	37
Clear and Grub	X		X	X		X X	X
Dump Truck Hauling Curb & Gutter/Sidewalk, Etc.	X		X	X	1	X	X
Erosion Control Items	X		X	X		X	X
igns and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X	1	X	X
		X	X	X		X	Λ
		2 %					V
Electrical Work/Traffic Signals		X	X	X	X	X	
Electrical Work/Traffic Signals Pavement Marking		X	X	X X	X	X	X
Electrical Work/Traffic Signals Pavement Marking Sawing Pavement	X	X	X	X	X	X	X
Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base	X			X X			
Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base Pipe Underdrain	X X	X		X X X	X	X X	X X
Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base Pipe Underdrain Beam Guard		X		X X	X	X	X X X
Electrical Work/Traffic Signals Pavement Marking Sawing Pavement QMP, Base Pipe Underdrain Beam Guard Concrete Staining Frees/Shrubs		X		X X X	X	X X	X X

If there are further questions please direct them to the prime contractor's contact person at phone number.

## 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**

- 2 Prime contractor open houses inviting DBE firms to see the bid "war room" or providing technical assistance.
- **2** Participate in speed networking and mosaic exercises as arranged by DBE office.
- **10** Host information sessions not directly associated with a bid letting.
- **2** Participate in a formal mentor protégé or joint venture with a DBE firm.
- **2** Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE 'training session' Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods.
- **2** Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- **Q**uality 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**

- **②** DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- © Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- **2** Review the status of contracts on the HCCI website reviewing the 'apparent low bidder' list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- 2 Participate in DBE office assessment programs.
- **Ø** Participate on advisory and mega-project committees.
- **S** Sign up to receive the DBE Contracting Update.
- **2** Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

# **APPENDIX 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, sub-quote requests can be hidden with one click if they are not applicable.
- b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.

# 4. View Record of Subcontractor Outreach Effort:

- a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
- b. Easily locate pre-qualified and certified small and disadvantaged businesses.
- c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
- d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network 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.

November 2013 ASP-4

# 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:

#### 104.3 Contractor Notification

Replace the entire text with the following effective with the December 2019 letting:

#### 104.3.1 General

(1) Subsection 104.3 specifies the step-by-step communication process to be followed to expedite the resolution of potential contract revisions identified by the contractor. Both contractor actions and department responses are outlined. The contractor's non-compliance with the requirements of 104.3 may constitute a waiver of entitlement to a pay adjustment under 109.4 or a time extension under 108.10. The department and contractor can mutually agree to extend any time frame specified throughout 104.3.

#### 104.3.2 Contractor Initial Oral Notification

(1) If required by 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, the contractor must promptly provide oral notification to the project engineer. Upon notification, the project engineer will attempt to resolve the identified issue.

#### 104.3.3 Contractor 5-Day Written Statement

(1) If the project engineer has not responded or resolved the identified issue within 5 business days after receipt of initial notification, provide a contractor written statement to the project engineer in the following format:

## Part 1 - Executive Summary (label page 1.1 through page 1.x)

Include a detailed, factual statement of the request for additional compensation and contract time. Include the date the issue was identified, the date initial notification was given to the project engineer, and the dates and specific locations of work involved.

#### Part 2 - Contractor's Basis of Entitlement (label page 2.1 through page 2.x)

Include references to relevant contract provisions and a narrative summarizing how the contract provisions support the request for a revision to the original contract.

#### Part 3 - Contractor's Request for Damages (label page 3.1 through page 3.x)

When requesting additional compensation, include an itemized list of costs with a narrative supporting the requested amount and explaining how the costs are tied to the requested contract revision.

When requesting additional contract time, include a copy of the schedule that was in effect when the issue occurred and a detailed narrative explaining how the issue impacted controlling items of work. Provide a time impact analysis utilizing base and updated schedules.

If the full extent of either compensation or time is not known at the date of submittal of the contractor 5-Day written statement, provide a brief statement as to why, and include estimated compensation and time.

## Part 4 - Supporting Documentation (label page 4.1 through page 4.x)

Include copies of the following:

- A. Relevant excerpts from specifications, special provisions, plans, change orders, or other contract documents
- B. Communication on the issue, including: letters, e-mails, meeting minutes, etc.
- C. Any other documentation to support or clarify the contractor's position, including: daily work records, cost summary sheets, weigh tickets, test results, sketches, etc.
- (2) With the submittal of the written statement, the contractor may also request a meeting with the region.

# 104.3.4 Region One-Day Written Acknowledgment

(1) Within one business day after the contractor provides the 5-day written statement, the project engineer will provide a region one-day written acknowledgment to the contractor. The project engineer will continue to resolve the issue.

#### 104.3.5 Region 5-Day Written Response

(1) Within 5 business days after receiving the contractor 5-day written statement, the project engineer may request specific additional information to allow the project engineer to decide whether item 1 or 2 of 104.3.6(1) applies. The project engineer will state the information needed and date it is to be

received for further review. Submit additional information as an amendment to the contractor 5-day written statement.

## 104.3.6 Region Final Decision

- (1) Within 10 business days after receiving the contractor 5-day written statement or additional information requested in 104.3.5(1), whichever comes last, the region will consider all information and provide a region final decision in writing to the contractor with one or more of the following responses:
  - 1. The region will confirm that the contractor is entitled to a contract revision and a contract change order is necessary as specified in 104.2. The project engineer will give direction concerning the potential change.
  - 2. The region will deny that the contractor is entitled to a contract revision. The project engineer will provide a statement as to why the issue is not a change to the contract. At a minimum, the project engineer will respond to the contractor's issues and refer to the contract to show why the issues are not a change from the original contract.
- (2) If the contractor does not agree with the region's decision the contractor may pursue the issue as a claim as specified in 105.13. Alternatively, if the contractor and department mutually agree, the department will get a third-party advisory opinion according to the department's dispute resolution procedures.
- (3) If a third party reviews the issue, their recommendation is not binding on either party. The region has 10 business days after receipt of the third party's written recommendation to render a decision. If the department fails to respond in writing within those 10 business days or the contractor disagrees with theregion's decision, the contractor may pursue the issue as a claim as specified in 105.13.

#### 104.6.1.2.1 General

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Conduct construction operations and provide facilities required to maintain the portion of the project open to the public in a condition that safely and adequately accommodates public traffic. Use barricades, signs, flaggers, and temporary barrier as specified in part VI, of the WMUTCD and ensure that the contractor's use of the right-of-way conforms to 107.9. Throughout the life of the contract, and as the engineer directs, conduct construction operations and provide facilities as follows:
  - Conduct flagging operations conforming to plan details and the department's flagging handbook.
  - Use drums, barricades, and temporary barrier to delineate and shield abrupt drop-offs and other hazards.
  - Furnish, erect, and maintain traffic control devices and facilities conforming to 643.
  - Furnish, erect, and maintain temporary pedestrian devices and facilities conforming to 644.

#### 104.6.1.2.2 Flagging

Replace paragraph three with the following effective with the December 2019 letting:

(3) Provide associated advanced warning signs that meet the retroreflective requirements of 637.2.2.2. Provide temporary portable rumble strips from the department's APL installed according to manufacturer's instructions and as specified in the flagging plan details. Provide guidance service through the worksite using pilot vehicles if required.

Replace paragraph five with the following effective with the December 2019 letting:

(5) Flagging is incidental to the contract and includes costs for advance signing, temporary portable rumble strips, and pilot vehicle guidance service.

# 104.8 Rights in the Use of Materials Found on the Project

Replace paragraph two with the following effective with the December 2019 letting:

- (2) Do not excavate or remove material from within the right-of-way that is not within the vertical and horizontal excavation limits the plans show except as follows:
  - If the contract does not identify potential source areas, obtain written authorization from the engineer to use those sources. Complete required environmental documentation and obtain necessary permits. The department will reduce pay by \$1.50 per cubic yard under the Material from Right-of-Way administrative item for material obtained from those areas.
  - If the contract identifies potential source areas that were evaluated and permitted in the original
    environmental document, do not begin excavating in those areas until the engineer allows in writing.
     Additional environmental documentation and environmental permits are not required. The department will
    not reduce pay for material obtained from those areas.

The department may suspend use of these sources if the contractor's operation affects the essential functions or characteristics of the project.

#### 104.10.1 General

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts for the following situations:
  - 1. The contractor generates the original cost savings idea and formulates it into a concept.
  - 2. The department generates the original cost savings idea and obtains the contractor's assistance to formulate the idea into a concept.

# Replace paragraph five with the following effective with the December 2019 letting:

- (5) The department will consider a CRI that changes but does not impair the essential functions or characteristics of the project. These functions or characteristics include, but are not limited to, appearance, service life, economy of operations, ease of maintenance, design, and safety of structures and pavements, construction phasing or procedures, or other contract requirements. The department will not consider a CRI that changes the following:
  - Permanent pavement type.
  - Permanent structural cross section above the subgrade.

## 104.10.2 Submittal and Review of a CRI Concept

Replace paragraphs five and six with the following effective with the December 2019 letting:

- (5) The department may consider a CRI concept that addresses a potential change under 104.2.
- (6) The department will not implement a contractor-initiated CRI concept, or portion of that concept, without sharing the cost savings with the contractor as specified in 104.10.4.2.
- (7) The savings generated by the CRI must be sufficient to warrant its review and processing and offset the level of risk. The department will assess the risk of the CRI relative to departmental design policies and criteria for the project. The department may reject a CRI concept for the following reasons:
  - 1. It requires excessive time or costs for the contractor to develop the CRI proposal.
  - 2. It requires excessive time or costs for review, evaluation, investigation, or implementation.
  - 3. It introduces an inappropriate level of risk.

#### 104.10.4.2 Payment for the CRI Work

Replace paragraph one with the following effective with the December 2019 letting:

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
  - 1. Adjusts the contract time, interim completion dates, or both.
  - 2. Pays the contractor for the unpaid balance of the CRI work.
  - 3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

#### NS = CW - CRW - CC - DC

#### Where:

NS = Net Savings

**CW** = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.

**CRW** = The cost of the revised work, computed at contract bid prices if applicable.

**CC** = The contractor's cost of developing the CRI proposal.

**DC** = The department's cost for investigating, evaluating, and implementing the CRI proposal.

#### 105.13 Claims Process for Unresolved Changes

Replace the entire text with the following effective with the December 2019 letting:

#### 105.13.1 General

- (1) Before submitting a claim, the department and contractor can mutually agree to have the department get a third-party advisory opinion as specified in 104.3.6.
- (2) The department and contractor can mutually agree to extend any time frame specified throughout 105.13 and can mutually agree to utilize an alternative dispute resolution method at any point before the department renders its final decision.
- (3) The department and contractor share costs related to referral to a dispute review board (DRB) as prescribed in the department's dispute resolution procedures.

## 105.13.2 Notice of Claim

- (1) If the contractor has followed the procedures for revising the contract specified in 104.2 and provided the notification specified in 104.3, but still disagrees with the region, the contractor may pursue the issue as a claim. File a notice of claim with the project engineer concerning the disagreement within 14 calendar days of receiving the region's decision under 104.3.6(1).
- (2) The project engineer may deny the applicable portion of a claim if the contractor does not do the following:
  - 1. File the notice of claim within 14 calendar days as specified in 105.13.2(1).
  - 2. Give the project engineer sufficient access to keep a record of the actual labor, materials, and equipment used to perform the claimed work.
- (3) Upon filing the notice of claim, maintain records as specified for force account statements in 109.4.5. Unless the project engineer issues a suspension, continue to perform the disputed work. The department will continue to make progress payments to the contractor as specified in 109.6.

# 105.13.3 Submission of Claim

- (1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than the end of the time allowed under 109.7 for the contractor to respond in writing to the engineer-issued semi-final estimate. If the contractor does not submit the claim within that response time, the department will deny the claim.
- (2) The department will not accept the submission of a claim until the resolution process in 104.3 has been completed and the contractor makes no further requests to submit updated information that may affect the region's final decision.

#### 105.13.4 Content of Claim

- (1) The final contractor written statement under 104.3.3 is considered the content of the claim. If the contractor makes a request to submit updated information that may affect the region's final decision under 104.3.6, submit the updated information as an amendment to the contractor written statement and continue the resolution process in 104.3 before submitting a claim.
- (2) The department may refer the claimant of a false claim to the appropriate authority for criminal prosecution. Certify the claim using the following form:

The undersigned is duly authorized to certify this claim on behalf of (the contractor).

(The contractor) certifies that this claim is made in good faith, that the supporting data are accurate and complete to the best of (the contractor's) knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which (the contractor) believes that the department is liable.

(THE CONTRACTOR)	
By:	
(Name and Title)	
Date of Execution:	

#### 105.13.5 Department Final Decision

- (1) The department will have up to 28 calendar days, from the contractor's submission of the claim, to perform a final review of the claim and conduct all meetings. The department may request, in writing, that the contractor submit additional information related to the claim. Submit that additional information, or notify the department in writing to base its decision on the information previously submitted. Either the contractor or region may request a meeting to present their views. Before the meeting, both parties will agree upon written ground rules for the meeting.
- (2) Upon completion of the 28 calendar days for the department's review and meetings, the department will have up to 21 calendar days to render a written decision. The department will consider written and oral submissions from the contractor and region, and may consider other relevant information in the project records.
- (3) The department will provide the following in its final decision:
  - 1. A concise description of the claim.
  - 2. A clear, contractual basis for its decision that includes a reference to 104.2 on revisions to the contract and as appropriate, specific reference to language regarding the bid items in question.
  - 3. Other facts the department relies on to support its decision.
  - 4. A concise statement of the circumstances surrounding the claim and reasons for its decision. If the department rejects the claim in whole or in part, the department will explain why the claimed work is not a change to the contract work.
  - 5. The amount of money or other relief, if any, the department will grant the contractor.
- (4) If the contractor disagrees with the department's final decision, the contractor may initiate a legal action pursuant to state statutes.

## 106.3.4.2.2.2 Freeze-Thaw Soundness

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Perform freeze-thaw soundness testing according to AASHTO T103 as modified in CMM 8-60.2. Provide freeze/thaw soundness test results based on the fraction retained on the No. 4 sieve as follows:
  - 1. Using virgin crushed stone aggregates produced from limestone/dolomite sources in one or more of the following counties or from out of state:

Brown	Columbia	Crawford	Dane	Dodge
Fond du Lac	Grant	Green	Green Lake	Iowa
Jefferson	Lafayette	Marinette	Oconto	Outagamie
Rock	Shawano	Walworth	Winnebago	

2. Using gravel aggregates produced from pit sources in one or more of the following counties or from out of state:

Dodge Washington Waukesha

# 208.5 Payment

Replace paragraph three with the following effective with the December 2019 letting:

(3) The department will adjust pay for material obtained from within the project right-of-way limits but outside project excavation limits, furnished under 208.2.2, as specified in 104.8.

# 301.2.3 Sampling and Testing

Replace paragraph one with the following effective with the December 2019 letting:

(1) Department and contractor testing shall conform to the following:

Sampling <sup>[1]</sup>	AASHTO T2
Percent passing the 200 sieve	AASHTO T11
Gradation <sup>[1]</sup>	AASHTO T27
Gradation of extracted aggregate	AASHTO T30
Moisture content <sup>[1]</sup>	AASHTO T255
Liquid limit	AASHTO T89
Plasticity index	AASHTO T90
Wear	AASHTO T96
Sodium sulfate soundness (R-4, 5 cycles)	AASHTO T104
Freeze/thaw soundness <sup>[1]</sup>	AASHTO T103
Lightweight Pieces in Aggregate	AASHTO T113
Fracture	
Moisture/density <sup>[1]</sup>	AASHTO T99 and AASHTO T180
In-place density <sup>[1]</sup>	AASHTO T191
Asphaltic material extraction	
1 As modified in CMM 9 60	

# 301.2.4.5 Aggregate Base Physical Properties

Replace paragraph one with the following effective with the December 2019 letting:

(1) Furnish aggregates conforming to the following:

## **TABLE 301-2 AGGREGATE BASE PHYSICAL PROPERTIES**

PROPERTY	CRUSHED STONE	CRUSHED GRAVEL	CRUSHED CONCRETE	RECLAIMED ASPHALT	REPROCESSED MATERIAL	BLENDED MATERIAL
Gradation AASHTO T27						
dense	305.2.2.1	305.2.2.1	305.2.2.1	305.2.2.2	305.2.2.1	305.2.2.1 <sup>[1]</sup>
open-graded	310.2	310.2	not allowed	not allowed	not allowed	not allowed
Wear AASHTO T96 loss by weight	<=50%	<=50%	note <sup>[2]</sup>		note <sup>[2]</sup>	note <sup>[3]</sup>
Sodium sulfate soundness AASHTO T104 loss by weight						
dense	<=18%	<=18%				note <sup>[3]</sup>
open-graded	<=12%	<=12%	not allowed	not allowed	not allowed	not allowed
Freeze/thaw soundness  AASHTO T103 <sup>[6]</sup> loss by weight						
dense	<=18%	<=18%	note <sup>[2]</sup>			note <sup>[3]</sup>
open-graded	<=18%	<=18%	not allowed	not allowed	not allowed	not allowed
Liquid limit AASHTO T89	<=25	<=25	<=25			note <sup>[3]</sup>
Plasticity AASHTO T90	<=6 <sup>[4]</sup>	<=6 <sup>[4]</sup>	<=6 <sup>[4]</sup>			note <sup>[3]</sup>
Fracture  ASTM D5821 <sup>[6]</sup> min one face by count						
dense	58%	58%	58%		note <sup>[5]</sup>	note <sup>[3]</sup>
open-graded	90%	90%	not allowed	not allowed	not allowed	not allowed

<sup>[1]</sup> The final aggregate blend must conform to the specified gradation.

- LA wear maximum of 50 percent loss, by weight.
- Freeze thaw maximum of 42 percent loss, by weight.

No requirement for material taken from within the project limits. For material supplied from a source outside the project limits:

<sup>[3]</sup> Required as specified for the individual component materials defined in columns 2 - 6 of the table before blending.

<sup>[4]</sup> For base placed between old and new pavements, use crushed stone, crushed gravel, or crushed concrete with a plasticity index of 3 or less.

<sup>[5] &</sup>gt;=75 percent by count of non-asphalt coated particles.

<sup>[6]</sup> as modified in CMM 8-60.

# 450.2.2 Aggregate Sampling and Testing

Replace paragraph one with the following effective with the December 2019 letting:

(1) The department and the contractor will sample and test according to the following methods, except as revised with the engineer's approval:

Sampling aggregates	AASHTO T2
Material finer than No. 200 sieve	AASHTO T11
Sieve analysis of aggregates	AASHTO T27
Mechanical analysis of extracted aggregate	AASHTO T30
Sieve analysis of mineral filler	AASHTO T37
Los Angeles abrasion of coarse aggregate	AASHTO T96
Freeze-thaw soundness of coarse aggregate <sup>[1]</sup>	AASHTO T103
Sodium sulfate soundness of aggregates (R-4, 5 cycles)	AASHTO T104
Extraction of bitumen	AASHTO T164
<sup>[1]</sup> As modified in CMM 8-60.2.	

# 450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve

Add 450.3.2.6.3 as a new subsection effective with the December 2019 letting:

#### 450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve

- (1) When specified in 460.3.3.1, compact asphaltic mixture using the roller pattern established during construction of a control strip. Use 2 or more rollers per paver if placing more than 165 tons per hour.
- (2) On the first day of production, construct a control strip under the direct observation of department personnel. After compacting the control strip with a minimum of 3 passes, mark the gauge outline and take a one-minute wet density measurement using a nuclear density gauge in back scatter mode at a single location. Take a density measurement at the same location after each subsequent pass. Continue compacting and testing until the increase in density is less than 1 pcf for 3 consecutive passes. Submit the final roller pattern to the engineer in writing. Once the roller pattern is established do not change the pattern or decrease the number, type, or weight of rollers without the engineer's written approval.
- (3) After establishing the roller pattern, and under the direct observation of the engineer, cut at least one 4-inch diameter or larger core from the control strip density gauge outline. Prepare cores and determine density according to AASHTO T166. Dry cores after testing. Fill core holes and obtain engineer approval before opening to traffic. The department will maintain custody of cores throughout the entire sampling and testing process. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing.

#### 450.3.2.8 Jointing

Replace paragraph three with the following effective with the December 2019 letting:

(3) Construct notched wedge longitudinal joints for mainline paving of HMA layers 1.75 inches or greater. Extend the wedge beyond the normal lane width as the plans show or as the engineer directs.

Replace paragraph five with the following effective with the December 2019 letting:

- (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 or vibratory plate compactor the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.
- (6) Clean longitudinal and transverse joints coated with dust and, if necessary, paint with hot asphaltic material, a cutback, or emulsified asphalt to ensure a tightly bonded, sealed joint.

#### 455.2.5 Tack Coat

Replace paragraph one with the following effective with the December 2019 letting:

(1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, or modified emulsified asphalt with an "h" suffix, unless the contract specifies otherwise.

# 460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the December 2019 letting:

(1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

	PERCENT PASSING DESIGNATED SIEVES							
SIEVE		NOMINAL SIZE						
OILVL	No. 1	No. 2	No.3	No. 4	No. 5	No. 6	SMA No. 4	SMA No. 5
	(37.5 mm)	(25.0 mm)	(19.0 mm)	(12.5 mm)	(9.5 mm)	(4.75 mm)	(12.5 mm)	(9.5 mm)
50.0-mm	100							
37.5-mm	90 - 100	100						
25.0-mm	90 max	90 - 100	100					
19.0-mm		90 max	90 - 100	100			100	
12.5-mm			90 max	90 - 100	100		90 - 97	100
9.5-mm				90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm					90 max	90 - 100	25 - 35	35 - 45
2.36-mm	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm						30 - 55		
0.60-mm							18 max	18 max
0.075-mm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min <sup>[1]</sup>	15.0 min <sup>[2]</sup>	16.0 - 17.5	16.0 min	17.0 min

<sup>[1] 14.5</sup> for LT and MT mixes.

# 460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the December 2019 letting:

(1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. Ensure that SMA mixture designs adhere to AASHTO R 46 and AASHTO M 325 in addition to the required test procedures outlined in CMM 8-66 table 1 and CMM 8-66 table 2. Determine the specific gravity of fines or super fines used as a mineral filler or additional stabilizer in SMA designs according to AASHTO T 100. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

<sup>[2] 15.5</sup> for LT and MT mixes.

#### **TABLE 460-2 MIXTURE REQUIREMENTS**

Mixture type	LT	MT	HT	SMA
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	35
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103 as modified in CMM 8-60.2) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821 as modified in CMM 860) (one face/2 face, % by count)	65/	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40 <sup>[1]</sup>	43 <sup>[1]</sup>	45	45
Sand Equivalency (AASHTO T176, min)	40	40 <sup>[2]</sup>	45	50
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	<= 1%	<= 1%	<= 1%	<= 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (AASHTO T89/90)	<= 4	<= 4	<= 4	<= 4
Gyratory Compaction				
Gyrations for Nini	6	7	8	7
Gyrations for Ndes	40	75	100	65
Gyrations for Nmax	60	115	160	100
Air Voids, %Va (%Gmm Ndes)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.5 (95.5)
% Gmm Nini	<= 91.5 <sup>[3]</sup>	<= 89.0 <sup>[3]</sup>	<= 89.0	
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	<= 98.0
Dust to Binder Ratio <sup>[4]</sup> (% passing 0.075/Pbe)	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[6] [8]</sup>	65 - 75 <sup>[6] [7] [9]</sup>	65 - 75 <sup>[6] [7] [9]</sup>	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283)[10] [11]				_
no antistripping additive	0.75 min	0.75 min	0.75 min	0.80 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)				<= 0.30
Minimum Effective Asphalt Content, Pbe (%)				5.5

<sup>[1]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified fine aggregate angularity is 43 for LT and 45 MT mixes.

<sup>[2]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified sand equivalency is 43 for MT mixes.

<sup>[3]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[4]</sup> For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[5]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified dust to binder ratio limits are 1.0 - 2.0 for LT mixes and 1.5 - 2.0 for MT and HT mixes.

<sup>&</sup>lt;sup>[6]</sup> For No. 6 (4.75mm) nominal maximum size mixes, the specified VFB is 67 - 79 percent for LT mixes and 66 - 77 percent for MT and HT mixes.

<sup>&</sup>lt;sup>[7]</sup> For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

<sup>[8]</sup> For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

- [9] For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.
- [10] WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.
- [11] Run TSR at asphalt content corresponding to 3.0% air void regressed design, or 4.5% air void design for SMA, using distilled water for testing.

#### 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph four with the following effective with the December 2019 letting:

(4) Use the test methods identified below, or other methods the engineer approves, to perform the following tests at the frequency indicated:

#### Blended aggregate gradations:

#### Drum plants:

- Field extraction by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.
- Belt samples, optional for virgin mixtures, obtained from stopped belt or from the belt discharge using an engineer-approved sampling device and performed according to AASHTO T11 and T27.

#### Batch plants:

 Field extraction by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.

#### Asphalt content (AC) in percent:

AC by ignition oven according to AASHTO T308 (CMM 8-36.6.3.6), by chemical extraction according to AASHTO T-164 method A or B; or by automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.

Bulk specific gravity of the compacted mixture according to AASHTO T166.

Maximum specific gravity according to AASHTO T209.

Air voids (Va) by calculation according to AASHTO T269.

VMA by calculation according to AASHTO R35.

#### 460.2.8.2.1.4.2 Control Charts

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Maintain standardized control charts at the laboratory. Record contractor test results on the charts the same day as testing. Record data on the standardized control charts as follows:
  - Blended aggregate gradation tests in percent passing. Of the following, plot sieves required in table 460-1: 37.5-mm, 25.0-mm, 19.0-mm, 12.5-mm, 9.5-mm, 4.75-mm, 2.36-mm, 1.18-mm, 0.60-mm, and 0.075-mm.
  - Asphalt material content in percent.
  - Air voids in percent.
  - VMA in percent.
- (2) Plot both the individual test point and the running average of the last 4 data points on each chart. Show QC data in black with the running average in red. Draw the warning limits with a dashed green line and the JMF limits with a dashed red line. The contractor may use computer generated black-and-white printouts with a legend that clearly identifies the specified color-coded components.

# 460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the December 2019 letting:

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
4.75-mm	+/- 5.0	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
1.18-mm	+/- 4.0	+/- 3.0
0.60-mm	+/- 4.0	+/- 3.0
0.075-mm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent <sup>[1]</sup>	+1.3/-1.0	+1.0/-0.7
VMA in percent <sup>[2]</sup>	- 0.5	- 0.2

<sup>[1]</sup> For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

#### 460.3.2 Thickness

Replace paragraph one with the following effective with the December 2019 letting:

(1) Provide the plan thickness for lower and upper layers limited as follows:

NOMINAL	MINIMUM	MAX LOWER	MAX UPPER	MAX SINGLE
SIZE	LAYER	LAYER	LAYER	LAYER
	THICKNESS	THICKNESS	THICKNESS	THICKNESS[3]
	(in inches)	(in inches)	(in inches)	(in inches)
No. 1 (37.5 mm)	4.5	6	4.5	6
No. 2 (25.0 mm)	3.0	5	4	6
No. 3 (19.0 mm	2.25	4	3	5
No. 4 (12.5 mm) <sup>[1]</sup>	1.75	3[2]	2.5	4
No. 5 (9.5 mm) <sup>[1]</sup>	1.25	3[2]	2	3
No. 6 (4.75 mm)	0.75	1.25	1.25	1.25

<sup>[1]</sup> SMA mixtures use nominal size No. 4 (12.5 mm) or No. 5 (9.5 mm).

<sup>&</sup>lt;sup>[2]</sup> VMA limits are based on requirements for each mix design nominal maximum aggregate size in table 460-1. For No. 6 (4.75mm) mixes, JMF limits are +/- 0.5 and warning limits are +/- 0.2.

<sup>&</sup>lt;sup>[2]</sup> SMA mixtures with nominal sizes of No. 4 (12.5 mm) and No. 5 (9.5 mm) have no maximum lower layer thickness specified.

<sup>[3]</sup> For use on cross-overs and shoulders.

<sup>(2)</sup> Place leveling layers using No. 4 (12.5 mm), No. 5 (9.5 mm), or No. 6 (4.75 mm) mixtures. Leveling layers may be thinner than the minimum lower layer thickness for the mixture used.

<sup>(3)</sup> Place wedging layers as the contract specifies or engineer directs. Wedging layers have no specified minimum or maximum thickness.

# 460.3.3.1 Minimum Required Density

Replace paragraph one with the following effective with the December 2019 letting:

(1) Compact No. 6 mixtures in lower layers as specified in 450.3.2.6.2 and in upper layers as specified in 450.3.2.6.3. For other HMA mixtures, compact all layers to the density table 460-3 specifies.

<b>TABLE 460-3</b>	MINIMUM REQUIRE	D DENSITY <sup>[1]</sup>
--------------------	-----------------	--------------------------

		PERCENT	OF TARGET MAXIMUM DE	ENSITY
LOCATION	LAYER	LAYER MIXTURE TYPE		
		LT and MT	HT	SMA <sup>[5]</sup>
TRAFFIC LANES <sup>[2]</sup>	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	
	UPPER	93.0	93.0	93.0
SHOULDERS &	LOWER	91.0	91.0	
APPURTENANCES	UPPER	92.0	92.0	92.0

<sup>&</sup>lt;sup>[1]</sup> The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer will investigate the acceptability of that material according to CMM 8-15.11.

#### 460.3.3.2 Pavement Density Determination

Replace paragraph three with the following effective with the December 2019 letting:

(3) A lot is defined in CMM 8-15 and placed within a single layer for each location and target maximum density category indicated in table 460-3. The lot density is the average of all samples taken for that lot. The department determines the number of tests per lot according to CMM 8-15.

### 460.5.2.1 General

Replace paragraph six with the following effective with the December 2019 letting:

- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
  - Va less than 2.5 or greater than 6.5 percent for SMA, or for other mixes, less than 1.5 or greater than 5.0 percent.
  - VMA more than 1.0 percent below the minimum or above the maximum specified 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.

<sup>[2]</sup> Includes side roads, crossovers, turn lanes, ramps, parking lanes, bike lanes, and park-and-ride lots as defined by the contract plans.

<sup>[3]</sup> Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[4]</sup> Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

#### 501.2.5.5 Sampling and Testing

Replace paragraph one with the following effective with the December 2019 letting:

(1) Sample and test aggregates for concrete according to the following:

Sampling aggregates <sup>[1]</sup>	AASHTO T2
Lightweight pieces in aggregate	AASHTO T113
Material finer than No. 200 sieve <sup>[1]</sup>	AASHTO T11
Unit weight of aggregate	AASHTO T19
Organic impurities in sands	AASHTO T21
Sieve analysis of aggregates	AASHTO T27
Effect of organic impurities in fine aggregate	AASHTO T71
Los Angeles abrasion of coarse aggregate	AASHTO T96
Alkali Silica Reactivity of Aggregates	ASTM C1260
Alkali Silica Reactivity of Combinations of Cementitious Materials and Aggregates	ASTM C1567
Freeze-thaw soundness of coarse aggregate <sup>[1]</sup>	AASHTO T103
Sodium sulfate soundness of coarse aggregates (R-4, 5 cycles)	AASHTO T104
Specific gravity and absorption of fine aggregate	AASHTO T84
Specific gravity and absorption of coarse aggregate <sup>[1]</sup>	AASHTO T85
Flat & elongated pieces based on a 3:1 ratio <sup>[1]</sup>	ASTM D4791
Sampling fresh concrete	AASHTO R60
Making and curing concrete compressive strength test specimens	AASHTO T23
Compressive strength of molded concrete cylinders	AASHTO T22
[1] As modified in CMM 8-60.	

#### 505.2.2 Bar Steel Reinforcement

Replace paragraph one with the following effective with the December 2019 letting:

(1) Conform to AASHTO M31, type S or type W.

#### 505.2.3 High-Strength Bar Steel Reinforcement

Replace paragraph one with the following effective with the December 2019 letting:

(1) Conform to AASHTO M31, grade 60, type S or type W.

# 505.2.4.1 General

Replace paragraph one with the following effective with the December 2019 letting:

(1) Conform to AASHTO M31, grade 60, type S or type W. Ensure that the coating is applied in a CRSI certified epoxy coating plant. Bend bars that require bending before coating, unless the fabricator can bend the bar without damaging the coating.

#### 505.2.6.1 General

Replace paragraph one with the following effective with the December 2019 letting:

(1) For dowel bars and straight tie bars, there is no requirement for bend tests. Ensure that the bars are the specified diameter and length the plans show.

# 505.2.6.2.2 Solid Dowel Bars

Replace paragraph one with the following effective with the December 2019 letting:

(1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Alternatively the contractor may furnish dowel bars conforming to AASHTO M227 grade 70-80. Coat in a plant certified by the Concrete Reinforcing Steel Institute with a thermosetting epoxy conforming to AASHTO M254, type B.

# 625.3.2 Processing Topsoil or Salvaged Topsoil

Delete paragraph four effective with the December 2019 letting.

#### 701.3.1 General

Replace the entire text with the following effective with the December 2019 letting:

(1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Use the test methods specified in table 701-1.

**TABLE 701-1 TESTING AND CERTIFICATION STANDARDS** 

TEST	MINIMUM REQUIRED CERTIFICATION
STANDARD	(any one of the certifications listed for each test)
0.00.00.00	Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG)
СММ 8-30.9.2	PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC)
	Grading Technician I (GRADINGTEC-I)
	Grading Assistant Certified Technician (ACT-GRADING)
AASHTO T2 <sup>[1][4]</sup>	TMS, AGGTECT-1, ACT-AGG
AASHTO T11 <sup>[1]</sup>	
AASHTO T27 <sup>[1]</sup>	AGGTEC-I, ACT-AGG
AASHTO T255 <sup>[1]</sup>	
ASTM D5821 <sup>[1]</sup>	
AASHTO T89	Aggregate Testing for Transportation Systems (ATTS)
AASHTO T90 <sup>[3]</sup>	GRADINGTEC-I, or ACT-GRADING
AASHTO R60	
AASHTO T152 <sup>[2]</sup>	PCCTEC-1 ACT-PCC
AASHTO TP118 <sup>[5]</sup>	
AASHTO T119 <sup>[2]</sup>	
ASTM C1064	
AASHTO T23	
AASHTO M201	
AASHTO T22	Concrete Strength Tester (CST)
AASHTO T97	CST Assistant Certified Technician (ACT-CST)
_	PROFILER
	STANDARD  CMM 8-30.9.2  AASHTO T2 <sup>[1][4]</sup> AASHTO T11 <sup>[1]</sup> AASHTO T27 <sup>[1]</sup> AASHTO T255 <sup>[1]</sup> ASHTO T89  AASHTO T90 <sup>[3]</sup> AASHTO T90 <sup>[3]</sup> AASHTO T152 <sup>[2]</sup> AASHTO T118 <sup>[5]</sup> AASHTO T119 <sup>[2]</sup> ASTM C1064  AASHTO T23  AASHTO M201  AASHTO T22

<sup>[1]</sup> As modified in CMM 8-60.

#### 715.2.1 General

Replace paragraph five with the following effective with the December 2019 letting:

(5) For new lab-qualified mixes, test the air void system of the proposed concrete mix. Include the SAM number as a part of the mix design submittal.

<sup>[2]</sup> As modified in CMM 8-70.

<sup>[3]</sup> A plasticity check, if required under individual QMP provisions, may be performed by an AGGTEC-I in addition to the certifications listed for liquid limit and plasticity index tests.

<sup>[4]</sup> Plant personnel may operate equipment to obtain samples under the direct observation of a TMS or higher.

<sup>[5]</sup> Consolidate tests by rodding only.

#### 715.3.1.1 General

Replace paragraph two with the following effective with the December 2019 letting:

- (2) Test the air void system at least once per lot and enter the SAM number in the MRS for information only. SAM testing is not required for the following:
  - For lots with less than 4 sublots.
  - High early strength (HES) concrete.
  - Special high early strength (SHES) concrete.
  - Concrete placed under the following bid items:
    - Concrete Pavement Approach Slab
    - Concrete Masonry Culverts
    - Concrete Masonry Retaining Walls
    - Steel Grid Floor Concrete Filled
    - Crash Cushions Permanent
    - Crash Cushions Permanent Low Maintenance
    - Crash Cushions Temporary

#### 730.3.1 General

Replace paragraph three with the following effective with the December 2019 letting:

- (3) Stockpile tests<sup>[1]</sup> can be used for multiple projects. If placement on a project does not begin within 120 calendar days after the date the stockpile sample was obtained, retest the stockpile before placement begins.
  - [1] Replace the stockpile test with an in-place production test for concrete pavement recycled and processed onsite; test on the first day of production.

# 730.3.2 Contractor QC Testing

Replace paragraph four with the following effective with the December 2019 letting:

(4) Submit test results to the engineer within one business day of obtaining the sample, except any aggregate classification with recycled asphalt may be submitted within two business days.

## 730.3.4.1 Contractor QC Testing

Replace the entire text with the following effective with the December 2019 letting:

- (1) For small quantity contracts with <= 500 tons, submit 2 production tests or 1 stockpile test. Production tests are valid for 3 years from the date the production sample was obtained. Begin placement within 3 years of the date sampled.
- (2) For small quantity contracts with <= 6000 tons and >= 500 tons, do the following:
  - 1. Conduct one QC stockpile test before placement.
  - 2. Submit 2 production tests or conduct 1 loadout test instead of placement tests. Production tests are valid for 3 years from the date the production sample was obtained; the first day of placement must be within 3 years of the date sampled.
  - 3. If the actual quantity placed is more than 6000 tons, on the next day of placement perform one additional random QC test for each 3000 tons of overrun, or fraction thereof.

# 740.3.2 Contractor QC Testing

Replace paragraph three with the following effective with the December 2019 letting:

- (3) Field-locate the beginning and ending points for each profile run. Measure the profiles of each standard and partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Define segments one wheel path wide and distinguished by length as follows:
  - 1. Standard segments are 500 feet long.
  - 2. Partial segments are less than 500 feet long.

#### **Errata**

# 614.3.6 Thrie Beam Structure Approach Retro Fits

Correct errata by deleting the galvanization reference already required under 614.3.1.

(2) Install posts and drill holes into existing thrie beam conforming to 614.3.2.

# **628.3.7 Mobilizations for Erosion Control**

Correct errata by clarifying that mobilizations for erosion control include proceeding with the work.

(1) Move personnel, equipment, and materials to the project site and promptly proceed with construction of erosion control items at the stages the contract indicates or the engineer directs.

# **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 or Labor Data Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at <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 Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 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 (https://www.epls.gov/), 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:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) 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 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).
- 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_	<u>%</u>	_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: WI20190010 11/29/2019

Superseded General Decision Number: WI20180010

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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	01/04/2019
1	02/22/2019
2	05/17/2019
3	07/26/2019
4	08/16/2019
5	11/08/2019
6	11/15/2019
7	11/22/2019
8	11/29/2019

BRWI0001-002 06/01/2018

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

	Rates	Fringes
BRICKLAYER	.\$ 33.06	22.65
BRWI0002-002 06/01/2018		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER\$	38.87	21.26

BRWI0002-005 06/01/2018

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	.\$ 35.39	21.46

BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER		
BRWI0004-002 06/01/2018		
KENOSHA, RACINE, AND WALWORTH CO	UNTIES	
	Rates	Fringes
BRICKLAYER	•	
BRWI0006-002 06/01/2018		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,	•	
	Rates	Fringes
BRICKLAYER		21.41

BRWI0007-002 06/01/2018

GREEN, LAFAYETTE, AND ROCK COUNTIES

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.03 22.55

BRWI0011-002 06/01/2018

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

22.27

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BRWI0019-002 06/01/2018

BRICKLAYER.....\$ 33.44

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

Rates Fringes

BRICKLAYER.....\$ 32.97 22.74

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BRWI0034-002 06/01/2018

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER...... 34.80 22.61

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CARP0087-001 05/01/2016

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

Rates Fringes

Carpenter & Piledrivermen......\$ 36.85

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CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,
CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except
area bordering Michigan State Line), FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,
JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,
MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.
of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,
PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,

ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

1	Rates	Fringes
CARPENTER		
CARPENTER\$	33.56	18.00
MILLWRIGHT\$	35.08	18.35
PILEDRIVER\$	34.12	18.00

ASHLAND COUNTY

CARP0252-010 06/01/2016

	Rates	Fringes	
Carpenters			
Carpenter	\$ 33.56	18.00	
Millwright	\$ 35.08	18.35	
Pile Driver	\$ 34.12	18.00	

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER	.\$ 35.78	22.11
CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
		8
CARPENTER	¢ 26 1E	20.43
CARPENIER	.\$ 30.13	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

#### ZONE B: KENOSHA & RACINE

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

ELEC0014-002 06/03/2019

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:	.\$ 35.59	20.87

ELEC0014-007 06/03/2019

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician	\$ 27.25	14.34

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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<sup>\*</sup> ELEC0127-002 06/01/2019

	Rates	Fringes	
Electricians:	,		
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:		19.68	
ELEC0159-003 06/01/2019			
COLUMBIA, DANE, DODGE (Area We Emmet Townships), GREEN, LAKE Seneca, and St. Marie), IOWA, Neshkoka, Crystal Lake, Newton	(except Townsh	nips of Berlin, cept Townships of	

Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
Electricians:	.\$ 40.30	22.24
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

### DOUGLAS COUNTY

	Rates	Fringes
Electricians:		26.17
ELEC0388-002 06/03/2018		
ADAMS, CLARK (Colby, Freemont, Ly	nn, Mayville, S	herman,
Sherwood, Unity), FOREST, JUNEAU	J, LANGLADE, LIN	ICOLN, MARATHON,
MARINETTE (Beecher, Dunbar, Good	man & Pembine),	MENOMINEE (Area
West of a line 6 miles West of th	•	
County), ONEIDA, PORTAGE, SHAWANG	) (Aniwa and Hut	chins), VILAS
AND WOOD COUNTIES		
	Rates	Fringes
Electricians:	.\$ 32.55	19.02
ELEC0430-002 06/01/2019		
RACINE COUNTY (Except Burlington	Township)	
	Rates	Fringes
Electricians:	\$ 10 30	22.04
LIECUI CIAIIS		
ELEC0494-005 06/01/2018		
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA COU	INTIES
	Rates	Fringes
Floridates	¢ 20 24	24.60
Electricians:		24.69
ELEC0494-006 06/01/2018		
, , , , , ,		
CALUMET (Township of New Holstein	n), DODGE (East	of Hwy 26

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	15.78
Technician	\$ 28.99	16.25

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

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#### ELEC0577-003 06/01/2019

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:	.\$ 33.15	28.50%+10.00
ELEC0890-003 06/01/2019		
DODGE (Emmet Township only). GRE	EN. JEFFERSON	I. I AFAYFTTF.

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

	Rates	Fringes
Electricians:	\$ 35.91	25.95%+10.83

ELEC0953-001 07/01/2015

	Rates	Fringes
Line Construction:		
(1) Lineman	\$ 42.14	32% + 5.00
(2) Heavy Equipment		
Operator	\$ 40.03	32% + 5.00
(3) Equipment Operator	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver.	\$ 26.78	14.11
(5) Light Groundman Driver.	\$ 24.86	13.45
(6) Groundsman	\$ 23.18	32% + 5.00

ENGI0139-005 06/03/2019

	F	Rates	Fringes
Power Equip	ment Operator		
Group	1\$	41.17	23.03
Group	2\$	40.67	23.03
Group	3\$	40.17	23.03
Group	4\$	39.91	23.03
Group	5\$	39.62	23.03
Group	6\$	33.72	23.03

# 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 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 06/03/2018

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

Rates Fringes

IRONWORKER.....\$ 32.98 27.47

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

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IRON0008-003 06/03/2018

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

Rates Fringes

IRONWORKER.....\$ 34.88 27.72

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

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IRON0383-001 06/01/2018

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	.\$ 35.00	25.22
IRON0498-005 06/01/2019		

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER	.\$ 40.25	40.53
IRON0512-008 05/01/2018		

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

	Rates	Fringes
IRONWORKER	.\$ 37.10	10.10
TRON0512-021 05/01/2018		

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

	Rates	Fringes
IRONWORKER	\$ 32.64	10.10

LAB00113-002 06/03/2019

#### MILWAUKEE AND WAUKESHA COUNTIES

	i	Rates	Fringes
LABORER			
Group	1\$	29.02	22.00
Group	2\$	29.17	22.00
Group	3\$	29.37	22.00
Group	4\$	29.52	22.00
Group	5\$	29.67	22.00
Group	6\$	25.51	22.00

#### 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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LAB00113-003 06/03/2019

OZAUKEE AND WASHINGTON COUNTIES

Rates Fringes

LABORER

Group	1\$	28.27	22.00
Group	2\$	28.37	22.00
Group	3\$	28.42	22.00
Group	4\$	28.62	22.00
Group	5\$	28.47	22.00
Group	6\$	25.36	22.00

#### 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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LAB00113-011 06/03/2019

#### KENOSHA AND RACINE COUNTIES

	1	Rates	Fringes
LABORER			
27.001.21.			
Group	1\$	28.08	22.00
Group	2\$	28.23	22.00
Group	3\$	28.43	22.00
Group	4\$	28.40	22.00
Group	5\$	28.73	22.00
Group	6\$	25.22	22.00

#### 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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LAB00140-002 06/03/2019

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

	F	Rates	Fringes
LABORER			
Group	1\$	32.84	17.54
Group	2\$	32.94	17.54
Group	3\$	32.99	17.54

Group 4\$	33.19	17.54
Group 5\$	33.04	17.54
Group 6\$	29.47	17.54

#### 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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LAB00464-003 06/03/2019

DANE COUNTY

	1	Rates	Fringes
LABORER			
Group	1\$	33.12	17.54
Group	2\$	33.22	17.54
Group	3\$	33.27	17.54
Group	4\$	33.47	17.54
Group	5\$	33.32	17.54
Group	6\$	29.47	17.54

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

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	ī	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	30.33	17.27
Spray,	Sandblast, Steel\$	30.93	17.27
Repaint	:		
Brush,	Roller\$	28.83	17.27
Spray,	Sandblast, Steel\$	29.43	17.27

PAIN0108-002 06/01/2017

RACINE COUNTY

Ī	Rates	Fringes
Painters:		
Brush, Roller\$	33.74	18.95

Spray & Sandblast		
PAIN0259-002 05/01/2008		
BARRON, CHIPPEWA, DUNN, EAU CLA SAWYER, ST. CROIX, AND WASHBURN		PIERCE, POLK, RUSK,
	Rates	Fringes
PAINTER		
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA VERNON COUNTIES	CROSSE, MON	ROE, TREMPEALEAU, AND
	Rates	Fringes
PAINTER		
PAIN0781-002 06/01/2018		
JEFFERSON, MILWAUKEE, OZAUKEE,	WASHINGTON,	AND WAUKESHA COUNTIES
	Rates	Fringes
Painters:		
Bridge	\$ 31.60	23.51
Brush		23.51
Spray & Sandblast		23.51
PAIN0802-002 06/01/2017		
COLUMBIA, DANE, DODGE, GRANT, G ROCK, AND SAUK COUNTIES	REEN, IOWA,	LAFAYETTE, RICHLAND,
	Rates	Fringes

Brush.....\$ 28.25 17.72

PREMIUM PAY:

PAINTER

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

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PAIN0802-003 06/01/2017

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

	Rates	Fringes
PAINTER	\$ 24.89	12.05

KENOSHA AND WALWORTH COUNTIES

PAIN0934-001 06/01/2017

	Rates	Fringes
Painters:		
Brush	\$ 33.74	18.95
Spray	\$ 34.74	18.95
Structural Steel	\$ 33.89	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	\$ 39.46	17.17
Area 2 (BAC)	\$ 35.07	19.75
Area 3	\$ 35.61	19.40
Area 4	\$ 34.70	20.51

Area 5\$	36.27	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 06/01/2019

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

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

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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: WI20190015 11/29/2019

Superseded General Decision Number: WI20180015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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 Num	ber Publication Date
0	01/04/2019
1	02/22/2019
2	05/17/2019
3	07/26/2019
4	08/16/2019
5	11/08/2019
6	11/15/2019
7	11/22/2019
8	11/29/2019

BOIL0107-001 01/01/2017

	Rates	Fringes
BOILERMAKER		
Boilermaker\$	35.65	29.89
Small Boiler Repair (under		
25,000 lbs/hr)\$	26.91	16.00

BRWI0001-002 06/01/2018

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

	Rates	Fringes
BRICKLAYER	.\$ 33.06	22.65

BRWI0002-002 06/01/2018

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

I	Rates	Fringes
BRICKLAYER\$	38.87	21.26

BRWI0002-005 06/01/2018

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.		
BRWI0003-002 06/01/2018		
BROWN, DOOR, FLORENCE, KEWAUNEE	, MARINETTE	, AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER		
BRWI0004-002 06/01/2018		
KENOSHA, RACINE, AND WALWORTH CO	DUNTIES	
	Rates	Fringes
BRICKLAYER		23.35
BRWI0006-002 06/01/2018		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER		21.41
BRWI0007-002 06/01/2018		
GREEN, LAFAYETTE, AND ROCK COUNTIES		
	Rates	Fringes
BRICKLAYER		22.59
BRWI0008-002 06/01/2018		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER		22.55
BRWI0009-001 06/01/2018		
GREEN LAKE, MARQUETTE, OUTAGAM AND WINNEBAGO COUNTIES	IE, SHAWANO, W	AUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER		
BRWI0011-002 06/01/2018		
CALUMET, FOND DU LAC, MANITOWO	C, AND SHEBOYG	AN COUNTIES
	Rates	Fringes
BRICKLAYER		
BRWI0013-002 06/01/2018		
DANE, GRANT, IOWA, AND RICHLAN	D COUNTIES	
	Rates	Fringes
BRICKLAYER		22.61
BRWI0019-002 06/01/2018		
BARRON, BUFFALO, BURNETT, CHIP PIERCE, POLK, RUSK, ST. CROIX,		
	Rates	Fringes
BRICKLAYER		22.74
BRWI0021-002 06/01/2018		<b>_</b>

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 35.24	22.15
BRWI0034-002 06/01/2018		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 34.80	22.61
CARP0087-001 05/01/2016		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys

35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen	.\$ 36.85	18.39
CARP0252-002 06/01/2016		

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	\$ 33.56	18.00
MILLWRIGHT	\$ 35.08	18.35
PILEDRIVER	\$ 34.12	18.00

CARP0252-010 06/01/2016

## ASHLAND COUNTY

1	Rates	Fringes
Carpenters		
Carpenter\$	33.56	18.00
Millwright\$	35.08	18.35
Pile Driver\$	34.12	18.00

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER	.\$ 35.78	22.11
CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	.\$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A	31.03	22.69
Zone B	31.03	22.69

CARP2337-003 06/01/2016

	Rates	Fringes
MILLWRIGHT		
Zone A\$	29.98	21.53
Zone B\$	29.98	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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ELEC0014-002 06/03/2019

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:	\$ 35.59	20.87

ELEC0014-007 06/03/2019

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
<pre>Installer/Technician</pre>	.\$ 27.25	14.34

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 06/01/2019

#### KENOSHA COUNTY

	Rates	Fringes
Flortwisians	¢ 40 40	20%.12.07
Electricians:	\$ 40.49	30%+12.07
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 06/01/2019

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:	.\$ 40.30	22.24
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 Electrical contracts under	.\$ 32.38	18.63
\$180,000		18.42
ELEC0242-005 05/16/2018		
DOUGLAS COUNTY		
	Rates	Fringes
Electricians:		
ELEC0388-002 06/03/2018		
ADAMS, CLARK (Colby, Freemont, Lysherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Good West of a line 6 miles West of to County), ONEIDA, PORTAGE, SHAWANG AND WOOD COUNTIES	U, LANGLADE, LIN man & Pembine), he West boundary	MENOMINEE (Area
	Rates	
		Fringes
Electricians:	.\$ 32.55	19.02
Electricians:  ELEC0430-002 06/01/2019	.\$ 32.55	19.02
	.\$ 32.55	19.02
ELEC0430-002 06/01/2019	.\$ 32.55	19.02
ELEC0430-002 06/01/2019  RACINE COUNTY (Except Burlington	.\$ 32.55  Township)  Rates .\$ 40.30	19.02 Fringes 22.04
ELEC0430-002 06/01/2019  RACINE COUNTY (Except Burlington	.\$ 32.55  Township)  Rates .\$ 40.30	19.02 Fringes 22.04
ELEC0430-002 06/01/2019  RACINE COUNTY (Except Burlington	.\$ 32.55  Township)  Rates .\$ 40.30	19.02 Fringes 22.04
ELEC0430-002 06/01/2019  RACINE COUNTY (Except Burlington  Electricians:	.\$ 32.55  Township)  Rates .\$ 40.30	19.02 Fringes 22.04

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	15.78
Technician	\$ 28.99	16.25

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

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ELEC0577-003 06/01/2019

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:	.\$ 33.15	28.50%+10.00
ELEC0890-003 06/01/2019		
ELEC0890-003 06/01/2019	.\$ 33.15	28.50%+10.00

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

	Rates	Fringes
Electricians:	\$ 35.91	25.95%+10.83

ELEC0953-001 07/01/2015

	Rates	Fringes
Line Construction:		
(1) Lineman	.\$ 42.14	32% + 5.00
(2) Heavy Equipment		
Operator	.\$ 40.03	32% + 5.00
(3) Equipment Operator	.\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver.	.\$ 26.78	14.11
(5) Light Groundman Driver.	.\$ 24.86	13.45
(6) Groundsman	.\$ 23.18	32% + 5.00

ENGI0139-001 06/03/2019

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

	Rates	Fringes
Power Equipment Operator		
Group 1\$	46.66	22.20
Group 2\$	46.16	22.20
Group 3\$	45.66	22.20
Group 4\$	44.97	22.20

Group 5	\$ 41.79	22.20
Group 6	\$ 36.64	22.20

#### HAZARDOUS WASTE PREMIUMS:

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

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

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5

tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

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

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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ENGI0139-003 06/03/2019

REMAINING COUNTIES

#### Power Equipment Operator

Group 1\$	41.52	22.45
Group 2\$	40.27	22.45
Group 3\$	38.97	22.45
Group 4\$	38.44	22.45
Group 5\$	36.37	22.45
Group 6\$	34.84	22.45

#### 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

IRON0008-002 06/03/2018

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

Rates Fringes

IRONWORKER.....\$32.98 27.47

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

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IRON0008-003 06/03/2018

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

Rates Fringes

IRONWORKER.....\$ 34.88 27.72

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

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IRON0383-001 06/01/2018

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
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IRONWORKER.....\$ 35.00 25.22

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IRON0512-008 05/01/2018

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

Rates Fringes

IRONWORKER.....\$ 37.10 10.10

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IRON0512-021 05/01/2018

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

	Rates	Fringes
IRONWORKER	.\$ 32.64	10.10

LAB00113-002 06/03/2019

#### MILWAUKEE AND WAUKESHA COUNTIES

	I	Rates	Fringes
LABORER			
Group	1\$	29.02	22.00
Group	2\$	29.17	22.00
Group	3\$	29.37	22.00
Group	4\$	29.52	22.00
Group	5\$	29.67	22.00
Group	6\$	25.51	22.00

#### 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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#### LAB00113-003 06/03/2019

#### OZAUKEE AND WASHINGTON COUNTIES

	F	Rates	Fringes
LABORER			
LADUKEK			
Group	1\$	28.27	22.00
Group	2\$	28.37	22.00
Group	3\$	28.42	22.00
Group	4\$	28.62	22.00
Group	5\$	28.47	22.00
Group	6\$	25.36	22.00

#### 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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LAB00113-011 06/03/2019

KENOSHA AND RACINE COUNTIES

Rates Fringes

LABORER

Group 1	\$	28.08	22.00
Group 2	\$	28.23	22.00
Group 3	\$\$	28.43	22.00
Group 4	\$\$	28.40	22.00
Group 5	\$\$	28.73	22.00
Group 6	\$\$	25.22	22.00

#### 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

LAB00140-002 06/03/2019

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

	ı	Rates	Fringes
LABORER			
Group	1\$	32.84	17.54
Group	2\$	32.94	17.54
Group	3\$	32.99	17.54
Group	4\$	33.19	17.54
Group	5\$	33.04	17.54
Group	6\$	29.47	17.54

#### 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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LAB00464-003 06/03/2019

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1	\$ 33.12	17.54
Group 2	\$ 33.22	17.54

Group 3\$	33.27	17.54
Group 4\$	33.47	17.54
Group 5\$	33.32	17.54
Group 6\$	29.47	17.54

#### 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

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	30.33	17.27
Spray,	Sandblast, Steel\$	30.93	17.27
Repaint	:		
Brush,	Roller\$	28.83	17.27
Spray,	Sandblast, Steel\$	29.43	17.27

## RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller	.\$ 33.74	18.95
Spray & Sandblast		18.95
PAIN0259-002 05/01/2008		
BARRON, CHIPPEWA, DUNN, EAU CLAI SAWYER, ST. CROIX, AND WASHBURN		IERCE, POLK, RUSK,
	Rates	Fringes
PAINTER		12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA C VERNON COUNTIES	ROSSE, MONROI	E, TREMPEALEAU, AND
	Rates	Fringes
PAINTER	•	12.45
PAIN0781-002 06/01/2018		
JEFFERSON, MILWAUKEE, OZAUKEE, W	ASHINGTON, A	ND WAUKESHA COUNTIES
	Rates	Fringes
Painters:		
Bridge	.\$ 31.60	23.51
Brush	.\$ 31.55	23.51
Spray & Sandblast	.\$ 32.30	23.51
PAIN0802-002 06/01/2017		

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

	Rates	Fringes	
PAINTER			
Brush	.\$ 28.25	17.72	
PREMIUM PAY:			
Structural Steel, Spray, Bridge hour.	es = \$1.00 add	itional per	
nour.			
PAIN0802-003 06/01/2017			
ADAMS, BROWN, CALUMET, CLARK, DOO LAKE, IRON, JUNEAU, KEWAUNEE, LAI MARATHON, MARINETTE, MARQUETTE, M	NGLADE, LINCOLN,	MANITOWOC,	
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES			
	Rates	Fringes	
PAINTER	.\$ 24.89	12.05	
PAIN0934-001 06/01/2017			

KENOSHA AND WALWORTH COUNTIES

Painters:		
Brush\$	33.74	18.95
Spray\$	34.74	18.95
Structural Steel\$	33.89	18.95

Rates Fringes

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\$	39.46	17.17
Area 2 (BAC)\$	35.07	19.75
Area 3\$	35.61	19.40
Area 4\$	34.70	20.51
Area 5\$	36.27	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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PLUM0011-003 05/07/2018

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

PLUMBER		
PLUM0075-002 06/01/2016		
MILWAUKEE, OZAUKEE, WASHINGTO	N, AND WAUKESHA	COUNTIES
	Rates	Fringes
PLUMBER		
PLUM0075-004 06/01/2016		
DODGE (Watertown), GREEN, JEF COUNTIES	FERSON, LAFAYET	TE, AND ROCK
	Rates	Fringes
PLUMBER		
PLUM0075-009 06/01/2016		
COLUMBIA, DANE, IOWA, MARQUET	TE, RICHLAND ANI	O SAUK COUNTIES
	Rates	Fringes
PLUMBER		
PLUM0111-007 05/28/2018		
MARINETTE COUNTY (Niagara onl	y)	
	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 33.33	24.48
PLUMBER/PIPEFITTER  PLUM0118-002 06/01/2018	\$ 33.33	-
PLUM0118-002 06/01/2018	\$ 33.33	24.48
	\$ 33.33	24.48

PLUM0400-003 06/04/2018

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

I	Rates	Fringes
PLUMBER/PIPEFITTER\$	36.74	19.06

PLUM0434-002 06/03/2018

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

	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 06/01/2019

Rates Fringes

TRUCK DRIVER

1 & 2 Axle Trucks.......\$ 29.57 22.03

3 or more axles; Euclids

or Dumptor, Articulated

Truck, Mechanic......\$ 29.72 22.03

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SUWI2011-001 11/16/2011

Rates Fringes

WELL DRILLER.....\$ 16.52

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

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

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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.





Page 1 of 8

**Proposal ID:** 20200114005 **Project(s):** 5989-05-26

Federal ID(s): WISC 2018139

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0110 Clearing	100.000 SY	·	
0004	201.0120 Clearing	20.000 ID	<u> </u>	
0006	201.0210 Grubbing	100.000 SY		
8000	201.0220 Grubbing	20.000 ID		
0010	204.0100 Removing Pavement	208.000 SY		
0012	204.0110 Removing Asphaltic Surface	119.000 SY		<u> </u>
0014	204.0130 Removing Curb	45.000 LF		<u> </u>
0016	204.0150 Removing Curb & Gutter	61.000 LF		
0018	204.0155 Removing Concrete Sidewalk	67.000 SY		
0020	204.0170 Removing Fence	170.000 LF		
0022	204.0185 Removing Masonry	2.000 CY		
0024	204.0245 Removing Storm Sewer (size) 01. 6-Inch	53.000 LF	<u>.</u>	
0026	205.0100 Excavation Common	637.000 CY	<u></u>	
0028	206.1000 Excavation for Structures Bridges (structure) 01. B-53-379	LS	LUMP SUM	·
0030	208.0100 Borrow	50.000 CY		
0032	210.1500 Backfill Structure Type A	140.000 TON		





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**Proposal ID:** 20200114005 **Project(s):** 5989-05-26

Federal ID(s): WISC 2018139

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	213.0100 Finishing Roadway (project) 01. 5989- 05-26	1.000 EACH	·	
0036	305.0120 Base Aggregate Dense 1 1/4-Inch	400.000 TON	<u></u>	
0038	311.0110 Breaker Run	300.000 TON	·	
0040	416.0610 Drilled Tie Bars	101.000 EACH		
0042	465.0105 Asphaltic Surface	70.000 TON		
0044	465.0120 Asphaltic Surface Driveways and Field Entrances	40.000 TON	·	
0046	502.0100 Concrete Masonry Bridges	93.000 CY	<u> </u>	
0048	502.2000 Compression Joint Sealer Preformed Elastomeric (width) 01. 1-Inch	72.000 LF	·	
0050	502.3200 Protective Surface Treatment	1,010.000 SY	<u> </u>	
0052	505.0600 Bar Steel Reinforcement HS Coated Structures	18,460.000 LB		·
0054	506.0105 Structural Steel Carbon	1,200.000 LB		
0056	506.2605 Bearing Pads Elastomeric Non- Laminated	80.000 EACH		
0058	509.2500 Concrete Masonry Overlay Decks	43.000 CY		
0060	516.0500 Rubberized Membrane Waterproofing	11.000 SY		
0062	550.0500 Pile Points	34.000 EACH		





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**Proposal ID:** 20200114005 **Project(s):** 5989-05-26

Federal ID(s): WISC 2018139

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	550.2126 Piling CIP Concrete 12 3/4 X 0.375-Inch	2,120.000 LF	·	<u> </u>
0066	601.0105 Concrete Curb Type A	121.000 LF	·	<u> </u>
0068	601.0417 Concrete Curb & Gutter 30-Inch Type K	97.000 LF		
0070	601.0600 Concrete Curb Pedestrian	105.000 LF	·	<u>-</u>
0072	602.0405 Concrete Sidewalk 4-Inch	800.000 SF	·	
0074	602.0415 Concrete Sidewalk 6-Inch	3,500.000 SF	·	<u> </u>
0076	606.0300 Riprap Heavy	45.000 CY		
0078	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	56.000 LF	·	·
0800	608.6008 Storm Sewer Pipe Composite 8-Inch	53.000 LF	·	
0082	611.0612 Inlet Covers Type C	1.000 EACH	·	<u> </u>
0084	611.3004 Inlets 4-FT Diameter	1.000 EACH	·	
0086	612.0406 Pipe Underdrain Wrapped 6-Inch	80.000 LF		<u> </u>
0088	616.0204 Fence Chain Link 4-FT	183.000 LF	·	<u> </u>
0090	618.0100 Maintenance And Repair of Haul Roads (project) 01. 5989-05-26	1.000 EACH	·	·
0092	619.1000 Mobilization	1.000 EACH		
0094	620.0100 Concrete Corrugated Median	181.000 SF	·	





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**Proposal ID:** 20200114005 **Project(s):** 5989-05-26

Federal ID(s): WISC 2018139

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	624.0100 Water	20.000 MGAL		
0098	625.0500 Salvaged Topsoil	800.000 SY	·	<u> </u>
0100	628.1504 Silt Fence	300.000 LF		
0102	628.1520 Silt Fence Maintenance	600.000 LF		
0104	628.1905 Mobilizations Erosion Control	3.000 EACH		<u> </u>
0106	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH		<u> </u>
0108	628.2006 Erosion Mat Urban Class I Type A	800.000 SY		<u> </u>
0110	628.6005 Turbidity Barriers	750.000 SY		
0112	628.7005 Inlet Protection Type A	1.000 EACH		
0114	628.7010 Inlet Protection Type B	1.000 EACH		
0116	628.7020 Inlet Protection Type D	3.000 EACH		
0118	628.7560 Tracking Pads	2.000 EACH		<u> </u>
0120	629.0210 Fertilizer Type B	2.000 CWT		
0122	630.0140 Seeding Mixture No. 40	30.000 LB		
0124	630.0200 Seeding Temporary	40.000 LB		
0126	634.0808 Posts Tubular Steel 2x2-Inch X 8-FT	5.000 EACH		
0128	637.2210 Signs Type II Reflective H	1.750 SF	<u></u>	<u></u> .







Page 5 of 8

**Proposal ID:** 20200114005 **Project(s):** 5989-05-26

Federal ID(s): WISC 2018139

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0130	637.2230 Signs Type II Reflective F	15.000 SF	·	
0132	642.5201 Field Office Type C	1.000 EACH	·	
0134	643.0300 Traffic Control Drums	3,000.000 DAY	<u></u> _	
0136	643.0410 Traffic Control Barricades Type II	3,500.000 DAY		
0138	643.0705 Traffic Control Warning Lights Type A	1,800.000 DAY		
0140	643.0900 Traffic Control Signs	2,500.000 DAY		<u> </u>
0142	643.5000 Traffic Control	1.000 EACH		·
0144	644.1810 Temporary Pedestrian Barricade	900.000 LF		<u> </u>
0146	645.0111 Geotextile Type DF Schedule A	45.000 SY		
0148	645.0120 Geotextile Type HR	75.000 SY		
0150	646.1020 Marking Line Epoxy 4-Inch	320.000 LF	<u> </u>	
0152	646.6020 Marking Stop Line Epoxy 12-Inch	6.000 LF		
0154	646.8220 Marking Island Nose Epoxy	1.000 EACH		
0156	650.4000 Construction Staking Storm Sewer	2.000 EACH		
0158	650.4500 Construction Staking Subgrade	383.000 LF		
0160	650.5000 Construction Staking Base	383.000 LF		





## **Proposal Schedule of Items**

Page 6 of 8

**Proposal ID:** 20200114005 **Project(s):** 5989-05-26

Federal ID(s): WISC 2018139

**SECTION:** 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0162	650.5500 Construction Staking Curb Gutter and Curb & Gutter	105.000 LF	<u> </u>	
0164	650.6500 Construction Staking Structure Layout (structure) 01. B-53-379	LS	LUMP SUM	
0166	650.8500 Construction Staking Electrical Installations (project) 01. 5989-05-26	LS	LUMP SUM	·
0168	650.9910 Construction Staking Supplemental Control (project) 01. 5989-05-26	LS	LUMP SUM	·
0170	650.9920 Construction Staking Slope Stakes	383.000 LF		<u> </u>
0172	652.0105 Conduit Rigid Metallic 3/4-Inch	350.000 LF	<u> </u>	
0174	652.0110 Conduit Rigid Metallic 1-Inch	500.000 LF		
0176	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	300.000 LF	<del>.</del>	
0178	652.0215 Conduit Rigid Nonmetallic Schedule 40 1 1/4-Inch	20.000 LF	<del>.</del>	
0180	654.0105 Concrete Bases Type 5	4.000 EACH		
0182	655.0610 Electrical Wire Lighting 12 AWG	900.000 LF	<u> </u>	
0184	655.0615 Electrical Wire Lighting 10 AWG	2,500.000 LF	<u> </u>	
0186	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. 100+33	LS	LUMP SUM	
0188	690.0150 Sawing Asphalt	50.000 LF	·	
0190	690.0250 Sawing Concrete	375.000 LF		





## **Proposal Schedule of Items**

Page 7 of 8

Federal ID(s): WISC 2018139

**SECTION:** 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0192	715.0502 Incentive Strength Concrete Structures	558.000 DOL	1.00000	558.00
0194	999.1500.S Crack and Damage Survey	LS	LUMP SUM	
0196	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	325.000 HRS	5.00000	1,625.00
0198	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	425.000 HRS	5.00000	2,125.00
0200	SPV.0060 Special 01. Walkway Gate	2.000 EACH	·	
0202	SPV.0060 Special 02. Luminaire Utility LED A 350mA 49W	16.000 EACH		·
0204	SPV.0060 Special 03. Luminaire Utility LED B 350 mA 49W	2.000 EACH		·
0206	SPV.0060 Special 04. Junction Boxes 4x4x4-Inch NEMA 6P	14.000 EACH		·
0208	SPV.0060 Special 05. Junction Boxes 4x4x2-Inch NEMA 3R	22.000 EACH	·	·
0210	SPV.0060 Special 06. Locate And Reference Property Corners	5.000 EACH	·	·
0212	SPV.0060 Special 07. Reset Property Corners	5.000 EACH		<u> </u>
0214	SPV.0090 Special 01. Railing Steel Pedestrian Special B-53-379	743.000 LF		·
0216	SPV.0090 Special 02. Prestressed Girders Box Type 21-Inch	1,782.000 LF		·
0218	SPV.0090 Special 03. Safety Fence 4-Foot	20.000 LF		



## **Wisconsin Department of Transportation**

11/19/2019 09:58:01

## **Proposal Schedule of Items**

Page 8 of 8

**Proposal ID:** 20200114005 **Project(s):** 5989-05-26

Federal ID(s): WISC 2018139

**SECTION:** 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0220	SPV.0090 Special 04. Safety Fence 10-Foot	167.000 LF		
0222	SPV.0105 Special 01. Construction Access	LS	LUMP SUM	
0224	SPV.0165 Special 01. Wall Modular Block Mechanically Stabilized Earth	149.000 SF	·	·
	Section:	0001	Total:	

Total Bid: \_\_\_\_\_.

# PLEASE ATTACH SCHEDULE OF ITEMS HERE



## **Wisconsin Department of Transportation**

January 6, 2020

# **Division of Transportation Systems Development**

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

## **NOTICE TO ALL CONTRACTORS:**

## Federal Wage Rate Addendum #01

## Letting of January 14, 2020

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01 – 10, 12, 14, 17, and 20 – 36; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposal 09; and WI 15 Heavy Davis Bacon Prevailing Wage Rates that are included in proposals 4, 5, and 30. These wage rates are effective for all proposals they are included in in the January 14, 2020 letting. The updated wage rates are dated January 3, 2020 and are effective on or after January 13, 2020.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

"General Decision Number: WI20200010 01/03/2020

Superseded General Decision Number: WI20190010

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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

01/03/2020

BRWI0001-002 06/03/2019

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND **VERNON COUNTIES** 

	Rates	Fringes
BRICKLAYER	.\$ 33.80	24.28
BRWI0002-002 06/01/2019		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

Rates Fringes BRICKLAYER.....\$ 39.94 23.30 BRWI0002-005 06/01/2019

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	.\$ 35.51	23.37
BRWI0003-002 06/03/2019		

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

Rates	Fringes
BRICKLAYER\$ 34.18	23.90

BRWI0004-002 06/01/2019		
KENOSHA, RACINE, AND WALWORTH CO	DUNTIES	
	Rates	Fringes
BRICKLAYER		
BRWI0006-002 06/01/2019		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER	,	
BRWI0007-002 06/03/2019		
GREEN, LAFAYETTE, AND ROCK COUNT	TIES	
	Rates	Fringes
BRICKLAYER		24.22
BRWI0008-002 06/01/2019		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA C	COUNTIES
	Rates	Fringes
BRICKLAYER		
BRWI0011-002 06/03/2019		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN	COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 34.18	23.90

BRWI0019-002 06/03/2019

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

COLUMBIA AND SAUK COUNTIES

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

Rates Fringes

Carpenter & Piledrivermen......\$ 36.85 18.39

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,
CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except
area bordering Michigan State Line), FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,
JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,
MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.
of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,
PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,
ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS,
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

Rates Fringes

\$ 33.56	18.00
	18.35
\$ 34.12	18.00
Rates	Fringes
	18.00
	18.35
\$ 34.12	18.00
Rates	Fringes
\$ 35.78	22.11
\$ 35.78	22.11
\$ 35.78	22.11
\$ 35.78	22.11 
\$ 35.78  JGLAS COUNTI  Rates  \$ 36.15	22.11 ES Fringes 20.43
\$ 35.78  JGLAS COUNTI  Rates  \$ 36.15	22.11 ES Fringes
\$ 35.78  JGLAS COUNTI  Rates  \$ 36.15	22.11 

Rates Fringes

PILEDRIVERMAN

Zone A.....\$ 31.03 22.69

Zone B	\$ 31.03	22.69
ELEC0014-002 06/03/2019		

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

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 27.25 14.34

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 06/01/2019

KENOSHA COUNTY

Rates Fringes

Electricians: \$40.49 30%+12.07

ELEC0158-002 06/03/2019

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:	.\$ 33.52	29.75%+10.26
ELEC0159-003 06/01/2019		

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:	.\$ 40.30	22.24
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 unde	r	
\$180,000	\$ 30.18	18.42

DOUGLAS COUNTY

ELEC0242-005 05/16/2018

	Rates	
Electricians:	\$ 36.85	26.17

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ELEC0388-002 06/03/2019

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:.....\$ 33.56 26%+11.01

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ELEC0430-002 06/01/2019

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 40.30 22.04

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ELEC0494-005 06/01/2019

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:......\$ 41.03 25.11

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ELEC0494-006 06/01/2019

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

Rates Fringes

Electricians:.....\$ 34.73 22.27

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ELEC0494-013 06/01/2019

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	\$ 20.53	18.13
Technician	\$ 30.18	19.58

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic 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

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#### ELEC0577-003 06/01/2019

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:	\$ 33.15	28.50%+10.00	
ELEC0890-003 06/01/2019			

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

	Rates	Fringes
Electricians:		
ELEC0953-001 06/02/2019		
	Rates	Fringes
Line Construction:		
(1) Lineman	.\$ 47.53	31.5%+7.41
(2) Heavy Equipment		
Operator	.\$ 45.15	31.5%+7.35
(3) Equipment Operator	.\$ 38.02	31.5%+7.18
(4) Heavy Groundman Driver.	.\$ 33.27	31.5%+7.06
(5) Light Groundman Driver.	.\$ 30.89	31.5%+7.00
(6) Groundsman	.\$ 26.14	

ENGI0139-005 06/03/2019

		Rates	Fringes
Power Equip	oment Operator		
Group	1\$	41.17	23.03
Group	2\$	40.67	23.03
Group	3\$	40.17	23.03
Group	4\$	39.91	23.03
Group	5\$	39.62	23.03
Group	6\$	33.72	23.03

## 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 06/03/2018

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

Rates Fringes

IRONWORKER.....\$ 32.98 27.47

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

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IRON0008-003 06/03/2018

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

Rates Fringes

IRONWORKER...... \$ 34.88 27.72

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

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IRON0383-001 06/01/2019

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		26.57
IRON0498-005 06/01/2019		
GREEN (S.E. 1/3), ROCK (South o	f Edgerton a	nd Milton), and
	Rates	Fringes
IRONWORKER		
IRON0512-008 05/01/2018		
BARRON, BUFFALO, CHIPPEWA, CLARI PEPIN, PIERCE, POLK, RUSK, ST CI COUNTIES		
	Rates	Fringes
IRONWORKER		10.10
IRON0512-021 05/01/2018		
ASHLAND, BAYFIELD, BURNETT, DOUG		
	Rates	Fringes
IRONWORKER		10.10
LAB00113-002 06/03/2019		
MILWAUKEE AND WAUKESHA COUNTIES		
	Rates	Fringes
LABORER		
Group 1	\$ 29.02	21.92

Group	2\$	29.17	21.92
Group	3\$	29.37	21.92
Group	4\$	29.52	21.92
Group	5\$	29.67	21.92
Group	6\$	25.51	21.92

#### 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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LAB00113-003 06/03/2019

## OZAUKEE AND WASHINGTON COUNTIES

	F	Rates	Fringes
LABORER			
ENDONEN			
Group	1\$	28.27	21.92
Group	2\$	28.37	21.92
Group	3\$	28.42	21.92
Group	4\$	28.62	21.92
Group	5\$	28.47	21.92
Group	6\$	25.36	21.92

#### 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

\_\_\_\_\_

LAB00113-011 06/03/2019

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 28.08	21.92
Group 2		21.92
Group 3		21.92
Group 4		21.92
·		21.92
Group 5		
Group 6	\$ 25.22	21.92

#### 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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LAB00140-002 06/03/2019

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

	ŗ	Rates	Fringes
LABORER			
Group	1\$	32.84	17.54
Group	2\$	32.94	17.54
Group	3\$	32.99	17.54
Group	4\$	33.19	17.54
Group	5\$	33.04	17.54
Group	6\$	29.47	17.54

#### 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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LAB00464-003 06/03/2019

DANE COUNTY

		Rates	Fringes
LABORER			
Group	1	33.12	17.54
Group	2	33.22	17.54
Group	3	33.27	17.54
Group	4	33.47	17.54
Group	5	33.32	17.54
Group	6	29.47	17.54

#### 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

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	30.33	17.27
Spray,	Sandblast, Steel\$	30.93	17.27
Repaint	:		
Brush,	Roller\$	28.83	17.27
Spray,	Sandblast, Steel\$	29.43	17.27

PAIN0108-002 06/01/2019

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller	\$ 36.08	20.36
Spray & Sandblast	\$ 37.08	20.36
PAIN0259-002 05/01/2008		

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

	Rates	Fringes
PAINTER		
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA C VERNON COUNTIES	ROSSE, MONROE,	TREMPEALEAU, AND
	Rates	Fringes
PAINTER		
PAIN0781-002 06/01/2019		
JEFFERSON, MILWAUKEE, OZAUKEE, W	ASHINGTON, AND	WAUKESHA COUNTIES
	Rates	Fringes
Painters:		
Bridge	.\$ 33.30	23.86
Brush	.\$ 32.95	23.86
Spray & Sandblast		23.86
* PAIN0802-002 06/01/2019		
COLUMBIA, DANE, DODGE, GRANT, GR ROCK, AND SAUK COUNTIES	EEN, IOWA, LAF	AYETTE, RICHLAND,
	Rates	Fringes
PAINTER		
Brush	.\$ 30.93	18.44

PREMIUM PAY:

hour.

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN

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

<sup>\*</sup> PAIN0802-003 06/01/2019

LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER	.\$ 30.93	18.58
PAIN0934-001 06/01/2017		

## KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush	¢ 22 7/	18.95
Bi usii	\$ 33.74	10.93
Spray	\$ 34.74	18.95
Structural Steel	\$ 33.89	18.95

PAIN1011-002 06/02/2019

### FLORENCE COUNTY

	Rates	Fringes
Painters:	\$ 25.76	13.33

### 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	\$ 35.61	19.40
Area 4	\$ 34.70	20.51
Area 5	\$ 36.27	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 06/01/2019

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles	.\$ 29.57	22.03
3 or more Axles; Euclids		
Dumptor & Articulated,		
Truck Mechanic	.\$ 29.72	22.03
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.

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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

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"General Decision Number: WI20200008 01/03/2020

Superseded General Decision Number: WI20190008

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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

01/03/2020

\* BRWI0001-002 06/03/2019

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

Rates Fringes

BRICKLAYER.....\$ 33.80 24.28

\* BRWI0002-002 06/01/2019

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.94 23.30

\* BRWI0002-005 06/01/2019

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	.\$ 35.51	23.37
* BRWI0003-002 06/03/2019		

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

Rates Fringes

BRICKLAYER.....\$ 34.18 23.90

* BRWI0004-002 06/01/2019			
KENOSHA, RACINE, AND WALWORTH CO	DUNTIES		
	Rates	Fringes	
BRICKLAYER	.\$ 38.43	25.10	
* BRWI0006-002 06/01/2019			
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,	-		
	Rates	Fringes	
BRICKLAYER	,	23.02	
* BRWI0007-002 06/03/2019			
GREEN, LAFAYETTE, AND ROCK COUNTIES			
	Rates	Fringes	
BRICKLAYER	,		
* BRWI0008-002 06/01/2019			
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA	COUNTIES	
	Rates	Fringes	
BRICKLAYER	·		
* BRWI0009-001 06/03/2019			
GREEN LAKE, MARQUETTE, OUTAGAMIE AND WINNEBAGO COUNTIES	E, SHAWANO, W	AUPACA, WASHARA,	

	Rates	Fringes
BRICKLAYER	\$ 34.18	23.90

<sup>\*</sup> BRWI0011-002 06/03/2019

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER		23.90
* BRWI0013-002 06/03/2019		
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES	
	Rates	Fringes
BRICKLAYER		24.23
* BRWI0019-002 06/03/2019		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER		24.68
* BRWI0021-002 06/03/2019		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER	.\$ 35.75	24.02
* BRWI0034-002 06/03/2019		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER		24.23
CARP0087-001 05/01/2016		

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

Rates Fringes

Carpenter & Piledrivermen......\$ 36.85

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CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	\$ 33.56	18.00
MILLWRIGHT	\$ 35.08	18.35
PILEDRIVER	\$ 34.12	18.00

CARP0252-010 06/01/2016

#### ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter	33.56	18.00
Millwright	35.08	18.35
Pile Driver	34.12	18.00

CARP0264-003 06/01/2016

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

	Rates	Fringes	
CARPENTER		22.11	
CARP0361-004 05/01/2018			
BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES			
	Rates	Fringes	
CARPENTER	•	20.43	
CARP2337-001 06/01/2016			
ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON			
ZONE B: KENOSHA & RACINE			
	Rates	Fringes	
PILEDRIVERMAN			
Zone A	.\$ 31.03	22.69	
Zone B		22.69	
CARP2337-003 06/01/2016			
	Rates	Fringes	
MILLWRIGHT			
Zone A	•	21.53	
Zone B	.\$ 29.98	21.53	
ZONE DEFINITIONS			
ZONE A: MILWAUKEE, OZAUKEE, WAUK	ESHA AND WASHING	TON COUNTIES	
ZONE B: KENOSHA & RACINE COUNTIES			

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK

ELEC0014-002 06/03/2019

(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:	.\$ 35.59	20.87
ELEC0127-002 06/01/2019		

KENOSHA COUNTY

	Rates	Fringes
Electricians:	\$ 40.49	30%+12.07
ELEC0158-002 06/03/2019		

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:	.\$ 33.52	29.75%+10.26
ELEC0159-003 06/01/2019		

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:	\$ 40.30	22.24

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 06/03/2019

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:		26%+11.01
ELEC0430-002 06/01/2019		
RACINE COUNTY (Except Burlington	n Township)	
	Rates	Fringes
Electricians:	.\$ 40.30	22.04

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:	\$ 41.03	25.11
ELEC0494-006 06/01/2019		

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

	Rates	Fringes	
Electricians:	\$ 34.73	22.27	
			-

ELEC0577-003 06/01/2019

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:	.\$ 33.15	28.50%+10.00
ELEC0890-003 06/01/2019		

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

	Rates	Fringes
Electricians:	.\$ 35.91	25.95%+10.83
ENGT0130 003 06/03/2010		

ENGI0139-003 06/03/2019

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	.\$ 41.52	22.45
Group 2	.\$ 40.27	22.45
Group 3	.\$ 38.97	22.45
Group 4	.\$ 38.44	22.45
Group 5	.\$ 36.37	22.45
Group 6	.\$ 34.84	22.45

# 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

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ENGI0139-007 06/03/2019

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Power Equipment Operator

Group 1.....\$ 41.19 22.20

Group 2\$	40.41	22.20
Group 3\$	39.46	22.20
Group 4\$	38.41	22.20
Group 5\$	37.01	22.20

## 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).

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IRON0008-002 06/03/2018

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

Rates Fringes

IRONWORKER......\$ 32.98 27.47

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

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IRON0008-003 06/03/2018

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

Rates Fringes

IRONWORKER.....\$ 34.88 27.72

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

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IRON0383-001 06/01/2019

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.....\$ 35.50 26.57

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IRON0498-005 06/01/2019

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER.....\$ 40.25 40.53

IRON0512-008 05/01/2018

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

Rates Fringes

IRONWORKER......\$ 37.10 10.10

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# IRON0512-021 05/01/2018

LAB00113-004 06/03/2019

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

Fringes	Rates
•	
10.10	IRONWORKER\$ 32.64
 10.10	IRONWORKER\$ 32.64

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1	\$ 15.45	20.81
Group 2	\$ 17.72	20.81
Group 3	\$ 21.26	20.81
Group 4	\$ 30.63	20.81
Group 5	\$ 30.77	20.81
Group 6	\$ 30.83	20.81
Group 7	\$ 33.04	20.81
Group 8	\$ 35.86	20.81
Group 9	\$ 36.50	20.81

# 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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LAB00113-005 06/03/2019

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	F	Rates	Fringes
Laborers:			
Group	1\$	22.12	20.81
Group	2\$	28.05	20.81
Group	3\$	30.61	20.81
Group	4\$	32.38	20.81

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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## LAB00113-008 06/03/2019

MILWAUKEE.	OZAUKEE,	WASHINGTON	&	WAUKESHA	COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1	.\$ 21.26	20.81
Group 2	.\$ 30.77	20.81
Group 3	.\$ 30.83	20.81
Group 4	.\$ 33.04	20.81
Group 5	.\$ 33.18	20.81
Group 6	.\$ 35.86	20.81
Group 7	.\$ 36.50	20.81

# 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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Fringes

Rates

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	_
Laborers: (Tunnel -	
*COMPRESSED AIR 0 - 15 lbs.)	
Group 1\$ 21.26	20.81

<sup>\*</sup> LAB00113-009 06/03/2019

Group	2\$	30.77	20.81
Group	3\$	33.58	20.81
Group	4\$	34.38	20.81
Group	5\$	34.50	20.81
Group	6\$	37.20	20.81
Group	7\$	37.82	20.81

## 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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# LAB00140-005 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

	Rates	Fringes
LABORER (SEWER & WATER)		
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

LAB00464-002 06/04/2018

DANE AND DOUGLAS COUNTIES

	F	Rates	Fringes
LABORER			
LADUKEK			
Group	1\$	27.31	17.20
Group	2\$	29.51	17.20
Group	3\$	29.71	17.20
Group	4\$	30.46	17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add

## 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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LAB01091-010 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	\$ 30.11	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	\$ 35.61	19.40
Area 4	\$ 34.70	20.51
Area 5	\$ 36.27	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

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2019

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles  3 or more Axles; Euclids	\$ 29.57	22.03
Dumptor & Articulated,		
Truck Mechanic	\$ 29.72	22.03
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)). -----

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

"

"General Decision Number: WI20200015 01/03/2020

Superseded General Decision Number: WI20190015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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

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**VERNON COUNTIES** 

01/03/2020

## BOIL0107-001 01/01/2017

	Rates	Fringes
BOILERMAKER		
Boilermaker	\$ 35.65	29.89
Small Boiler Repair (under	•	
25,000 lbs/hr)	\$ 26.91	16.00
BRWI0001-002 06/03/2019		

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND

	Rates	Fringes
BRICKLAYER	.\$ 33.80	24.28
BRWI0002-002 06/01/2019		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 39.94	23.30

BRWI0002-005 06/01/2019

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

BRWI0003-002 06/03/2019			
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES	
	Rates	Fringes	
BRICKLAYER		23.90	
BRWI0004-002 06/01/2019			
KENOSHA, RACINE, AND WALWORTH CO	UNTIES		
	Rates	Fringes	
BRICKLAYER		25.10	
BRWI0006-002 06/01/2019			
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES			
	Rates	Fringes	
BRICKLAYER		23.02	
BRWI0007-002 06/03/2019			
GREEN, LAFAYETTE, AND ROCK COUNT	IES		
	Rates	Fringes	
BRICKLAYER		24.22	
BRWI0008-002 06/01/2019			
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES			
	Rates	Fringes	
BRICKLAYER	.\$ 38.93	24.22	

BRWI0009-001 06/03/2019

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

	Rates	Fringes
BRICKLAYER		
BRWI0011-002 06/03/2019		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN	COUNTIES
	Rates	Fringes
BRICKLAYER		
BRWI0013-002 06/03/2019		
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 35.56	24.23
BRWI0019-002 06/03/2019		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER	.\$ 33.40	24.68
BRWI0021-002 06/03/2019		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER	,	24.02
BRWI0034-002 06/03/2019		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 35.56	24.23

CARP0087-001 05/01/2016

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

	Rates	Fringes
Carpenter & Piledrivermen	\$ 36.85	18.39
CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,
CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except
area bordering Michigan State Line), FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,
JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,
MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.
of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,
PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,
ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS,
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	\$ 33.56	18.00
MILLWRIGHT	\$ 35.08	18.35
PILEDRIVER	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

Rates Fringes

Car	pent	ers
Cai	טכוונ	. C I S

Carpenter\$	33.56	18.00
Millwright\$	35.08	18.35
Pile Driver\$	34.12	18.00

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER	.\$ 35.78	22.11
CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	.\$ 36.15	20.43
CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A	\$ 31.03	22.69
Zone B	\$ 31.03	22.69
CARP2337-003 06/01/2016		

CARP2337-003 06/01/2016

	Rates	Fringes
MILLWRIGHT		
Zone A	\$ 29.98	21.53
Zone B	\$ 29.98	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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ELEC0014-002 06/03/2019

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:......\$ 35.59 20.87

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ELEC0014-007 06/03/2019

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 27.25
14.34

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 06/01/2019

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 40.49 30%+12.07

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ELEC0158-002 06/03/2019

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:.....\$ 33.52 29.75%+10.26

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ELEC0159-003 06/01/2019

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:	\$ 40.30	22.24

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:		26.17
ELEC0388-002 06/03/2019		
ADAMS, CLARK (Colby, Freemont, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodr West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANG AND WOOD COUNTIES	J, LANGLADE, LII man & Pembine), ne West boundary	NCOLN, MARATHON, MENOMINEE (Area y of Oconto
	Rates	Fringes
Electricians:		
ELEC0430-002 06/01/2019		
RACINE COUNTY (Except Burlington	Township)	
	Rates	Fringes
Electricians:		22.04
ELEC0494-005 06/01/2019		
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA COU	UNTIES
	Rates	Fringes
Electricians:		25.11
CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES		
	Rates	Fringes

Electricians:.....\$ 34.73

22.27

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## ELEC0494-013 06/01/2019

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	\$ 20.53	18.13
Technician	\$ 30.18	19.58

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic 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

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# ELEC0577-003 06/01/2019

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

Electricians:	\$ 33.15	28.50%+10.00

ELEC0890-003 06/01/2019

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

	Rates	Fringes
Electricians:	\$ 35.91	25.95%+10.83
FLECORE 2 004 06 /02 /2040		

ELEC0953-001 06/02/2019

ENGI0139-001 06/03/2019

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

	F	Rates	Fringes
Power Equip	oment Operator		
Group	1\$	46.66	22.20
Group	2\$	46.16	22.20
Group	3\$	45.66	22.20
Group	4\$	44.97	22.20
Group	5\$	41.79	22.20
Group	6\$	36.64	22.20

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

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

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

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

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

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

ENGI0139-003 06/03/2019

### REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 41.52	22.45
Group 2	\$ 40.27	22.45
Group 3	\$ 38.97	22.45
Group 4	\$ 38.44	22.45
Group 5	\$ 36.37	22.45
Group 6	\$ 34.84	22.45

## 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

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IRON0008-002 06/03/2018

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

F	Rates	Fringes	
IRONWORKER\$	32.98	27.47	

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

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IRON0008-003 06/03/2018

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

Rates Fringes

IRONWORKER.....\$ 34.88 27.72

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

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IRON0383-001 06/01/2019

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	35.50	26.57

IRON0512-008 05/01/2018

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

	Rates	Fringes
IRONWORKER	.\$ 37.10	10.10
IRON0512-021 05/01/2018		

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

	Rates	Fringes
IRONWORKER	\$ 32.64	10.10

### MILWAUKEE AND WAUKESHA COUNTIES

	F	Rates	Fringes
LABORER			
Group	1\$	29.02	21.92
Group	2\$	29.17	21.92
Group	3\$	29.37	21.92
Group	4\$	29.52	21.92
Group	5\$	29.67	21.92
Group	6\$	25.51	21.92

### 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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LAB00113-003 06/03/2019

OZAUKEE AND WASHINGTON COUNTIES

Rates Fringes

LABORER

Group 1\$ 28.27	21.92
Group 2\$ 28.37	21.92
Group 3\$ 28.42	21.92
Group 4\$ 28.62	21.92
Group 5\$ 28.47	21.92
Group 6\$ 25.36	21.92

### 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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LAB00113-011 06/03/2019

# KENOSHA AND RACINE COUNTIES

	i	Rates	Fringes
LABORER			
Group	1\$	28.08	21.92
Group	2\$	28.23	21.92
Group	3\$	28.43	21.92
Group	4\$	28.40	21.92
Group	5\$	28.73	21.92
Group	6\$	25.22	21.92

### 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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LAB00140-002 06/03/2019

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

	F	Rates	Fringes
LABORER			
Group	1\$	32.84	17.54
Group	2\$	32.94	17.54
Group	3\$	32.99	17.54

Group 4\$	33.19	17.54
Group 5\$	33.04	17.54
Group 6\$	29.47	17.54

### 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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LAB00464-003 06/03/2019

DANE COUNTY

	1	Rates	Fringes
LABORER			
Group	1\$	33.12	17.54
Group	2\$	33.22	17.54
Group	3\$	33.27	17.54
Group	4\$	33.47	17.54
Group	5\$	33.32	17.54
Group	6\$	29.47	17.54

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

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	1	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	30.33	17.27
Spray,	Sandblast, Steel\$	30.93	17.27
Repaint	:		
Brush,	Roller\$	28.83	17.27
Spray,	Sandblast, Steel\$	29.43	17.27

PAIN0108-002 06/01/2019

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller	\$ 36.08	20.36

Spray & Sandblast		20.36
PAIN0259-002 05/01/2008		
BARRON, CHIPPEWA, DUNN, EAU CLAIF SAWYER, ST. CROIX, AND WASHBURN O		CE, POLK, RUSK,
	Rates	Fringes
PAINTER		12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA CF VERNON COUNTIES	ROSSE, MONROE, 1	FREMPEALEAU, AND
	Rates	Fringes
PAINTER		12.45
PAIN0781-002 06/01/2019		
JEFFERSON, MILWAUKEE, OZAUKEE, WA	ASHINGTON, AND W	WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	\$ 32.95 \$ 33.70	23.86 23.86 23.86
* PAIN0802-002 06/01/2019		
COLUMBIA, DANE, DODGE, GRANT, GRE ROCK, AND SAUK COUNTIES	EEN, IOWA, LAFAY	/ETTE, RICHLAND,

	Rates	Fringes
PAINTER Brush	\$ 30.93	18.44

PREMIUM PAY:

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

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### \* PAIN0802-003 06/01/2019

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

	Rates	Fringes
PAINTER	.\$ 30.93	18.58
PAIN0934-001 06/01/2017		

## KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush	\$ 33.74	18.95
Spray	\$ 34.74	18.95
Structural Steel	\$ 33.89	18.95

PAIN1011-002 06/02/2019

# FLORENCE COUNTY

	Rates	Fringes
Painters:	\$ 25.76	13.33

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	R	
Area 1	\$ 39.46	17.17
Area 2 (BAC)	\$ 35.07	19.75
Area 3	\$ 35.61	19.40
Area 4	\$ 34.70	20.51

Area	5\$	36.27	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

\_\_\_\_\_

PLUM0011-003 05/07/2018

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

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

PLUMBER\$ 40.27 21.47						
PLUM0075-004 06/01/2016						
DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES						
	Rates	Fringes				
PLUMBER						
PLUM0075-009 06/01/2016						
COLUMBIA, DANE, IOWA, MARQUETTE,	RICHLAND	AND SAUK COUNTIES				
	Rates	Fringes				
PLUMBER						
PLUM0111-007 05/28/2018						
MARINETTE COUNTY (Niagara only)						
	Rates	Fringes				
PLUMBER/PIPEFITTER						
PLUM0118-002 06/01/2019						
KENOSHA, RACINE, AND WALWORTH COUNTIES						
	Rates	Fringes				
Plumber and Steamfitter		23.60				
PLUM0400-003 06/04/2018						
ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU						

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

	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	, JUNEAU, LA CRO A, PEPIN, PIERCE	OSSE, LANGLADE,
	Rates	Fringes
PIPEFITTER		
PLUM0601-003 06/03/2019		
DODGE (Watertown), GREEN, JEFFER OZAUKEE, ROCK, WASHINGTON AND WA		MILWAUKEE,
	Rates	Fringes
PIPEFITTER		
PLUM0601-009 06/04/2017		
COLUMBIA, DANE, IOWA, MARQUETTE,	RICHLAND AND SA	AUK COUNTIES
	Rates	Fringes
PIPEFITTER		
TEAM0039-002 06/01/2019		
	Rates	Fringes
TRUCK DRIVER  1 & 2 Axle Trucks  3 or more axles; Euclids or Dumptor, Articulated	.\$ 29.57	22.03
Truck, Mechanic	.\$ 29.72	22.03

-----

Rates Fringes

WELL DRILLER.....\$ 16.52

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

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

\_\_\_\_\_

END OF GENERAL DECISION

"



# **Wisconsin Department of Transportation**

January 6, 2020

# **Division of Transportation Systems Development**

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

# **NOTICE TO ALL CONTRACTORS:**

Proposal #05: 5989-05-26, WISC 2018 139

City of Beloit, Powerhouse Riverwalk Pleasant St. To S of Portland Ave

Non-Highway Rock County

# Letting of January 14, 2020

This is Addendum No. 01, which provides for the following:

# **Special Provisions:**

	Revised Special Provisions
Article	Description
No.	Description
8	Utilities
30	Prestressed Girders Box Type 21-Inch, Item SPV.0090.02
34	Wall Modular Block Mechanically Stabilized Earth, Item SPV.0165.01

# **Plan Sheets:**

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
2	General Notes- Added the word "Gas" to Alliant Energy
7	Removal Plan-Removed "Existing Drive, Parking Lot, Multi-use Path, Curb & Gutter for College Powerhouse" and linework from Preconstruction Plan Details; revised "Existing Drive, Parking Lot, Multi-use Path, Curb & Gutter for College Powerhouse" to "Future Drive, Parking Lot, Multi-use Path, Curb & Gutter for College Powerhouse" in Post Construction Plan Details; added Alliant Gas linework
9	Plan Details- Removed "Existing Drive, Parking Lot, Multi-use Path, Curb & Gutter for College Powerhouse" and linework from Preconstruction Plan Details; Revised "Existing Drive, Parking Lot, Multi-use Path, Curb & Gutter for College Powerhouse" to "Future Drive, Parking Lot, Multi-use Path, Curb & Gutter for College Powerhouse" in Post Construction Plan Details
13	Permanent Signing & Pavement Markings- Revised "Existing Drive, Parking Lot, Multi-use Path, Curb & Gutter for College Powerhouse" to "Future Drive, Parking Lot, Multi-use Path, Curb & Gutter for College Powerhouse"

18	Traffic Control Plan- Revised "Existing Drive, Parking Lot, Multi-use Path, Curb & Gutter for College Powerhouse" to "Future Drive, Parking Lot, Multi-use Path, Curb & Gutter for College Powerhouse"
98	Structure B-53-379- Revised Note 2 of Legend: Changed Second sentence from "A325 steel" to "A449 steel"

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

# ADDENDUM NO. 01 5989-05-26 January 6, 2020

# **Special Provisions**

# 8. Utilities

Delete the last sentence under section titled City of Beloit - Water:

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

# 30. Prestressed Girders Box Type 21-Inch, Item SPV.0090.02

Replace Table 1 under section title B.2 Grout between Prestressed Concrete Box Girders (Shear Keys) with the following:

Table 1. Cementitious grout properties, requirements and test methods

	perty	Requirement	Test Method
Channath	3 days	≥ 5000 psi	ACTM 04000/04407
Strength	7 days	> 6000 psi	ASTM C1090/C1107
Slum	Slump/flow Pourable/flowable		Demonstrate using procedure described below, or provide plastic consistency
Early age expansion at final set		Min: 0% Max: 4%	ASTM C827/C1107
Expansion of	nardened grout	Min: 0.02% Max: 1%	ASTM C1090/C1107
Shrinkage		0% from max. expansion	ASTM C1090/C1107
Neat grout depth/thickness limit*		Min: 1.50 in. Max: 2.75 in.	Provide grout that can be placed "neat" in the minimum and maximum anticipated keyway openings.
Air co	ontent	8% +/- 1.5%	ASTM C173

# 34. Wall Modular Block Mechanically Stabilized Earth, Item SPV.0165.01

Replace Section **B.3.4.1 Geogrids** with the following:

# **B.3.4.1 Geogrids**

Geogrid supplied as reinforcing members shall be manufactured from long chain polymers limited to polypropylene, high-density polyethylene, polyaramid, and polyester. Geogrids shall form a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The minimum grid aperture shall be 0.5 inch. The geogrid shall maintain dimension stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. The geogrid shall be furnished in a protective wrapping that shall prevent exposure to ultraviolet radiation and damage from shipping or handling. The geogrid shall be kept dry until installed. Each roll shall be clearly marked to identify the material contained.

The wall supplier shall provide the nominal long-term design strength (T<sub>al</sub>) and nominal long-term connection strength, Talc as discussed below.

# Nominal Long-Term Design Strength (Tal)

The wall supplier shall supply the nominal long-term design strength (T<sub>al</sub>) used in the design for each reinforcement layer and shall be determined by dividing the Ultimate Tensile Strength (T<sub>ult</sub>) by the factors RF<sub>ID</sub>, RF<sub>CR</sub>, RF<sub>D</sub>.

Hence,

$$T_{al} = \frac{T_{ult}}{RF_{ID} xRF_{CR} xRF_{D}}$$

where:

 $T_{ult}$  = Ultimate tensile strength of the reinforcement determined from wide width tensile tests (ASTM D6637) for geogrids based on the minimum average roll value (MARV) for the product.

 $RF_{ID}$  = Strength reduction factor to account for installation damage to the reinforcement. In no case shall  $RF_{ID}$  be less than 1.1.

 $RF_{CR}$  = Strength reduction factor to prevent long-term creep rupture of the reinforcement. In no case shall  $RF_{CR}$  be less than 1.2.

 $RF_D$  = Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation. In no case shall  $RF_D$  be less than 1.1.

Values for RF<sub>ID</sub>, RF<sub>CR</sub>, and RF<sub>D</sub> shall be determined from product specific test results. Guidelines for determining RF<sub>ID</sub>, RF<sub>CR</sub>, and RF<sub>D</sub> from product specific data are provided in FHWA Publication No. FHWA-NHI-10-024 and FHWA–NHI-10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes".

# Nominal Long-term Connection Strength Tac

The nominal long-term connection strength, T<sub>ac</sub>, shall be based on laboratory geogrid connection tests between wall facing and geogrids. T<sub>ac</sub> shall be as given below

$$T_{ac} = \frac{T_{ult} * CR_{cr}}{RF_{D}}$$

where:

T<sub>ac</sub> = Nominal long-term reinforcement facing connection strength per unit reinforcement width at a specified confining pressure.

 $T_{ult}$  = Ultimate tensile strength of the reinforcement for geogrids defined as the minimum average roll value (MARV) for the product.

CR<sub>cr</sub> = Long term connection strength reduction factor to account for reduced ultimate strength resulting from connection.

RF<sub>D</sub> = Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation.

T<sub>ac</sub> shall be developed from the tests conducted by an independent laboratory on the same facing blocks and geogrids as proposed for the wall and shall cover a range of overburden pressures comparable to those anticipated in the proposed wall. The connection strength reduction factor CR<sub>cr</sub> shall be determined according to long-term connection test as described in Appendix B of FHWA Publication No. FHWA-NHI 10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes". CR<sub>cr</sub> may also be obtained from the short term connection test meeting the requirements of NCMA test method SRWU-1 in Simac et al 1993 or ASTM D4884.

The contractor shall provide a manufacturer's certificate that the Tult (MARV) of the supplied geogrid has been determined according to ASTM D4595 or ASTM D6637 as appropriate. Contractor shall also provide block to block and block to reinforcement connection test reports prepared and certified by an independent laboratory. Also provide calculations according to AASHTO LRFD, and using the results of laboratory tests, that the block-geogrid connections shall be capable of resisting 100% of the maximum tension load in the soil reinforcements at any level within the wall, for the design life of the wall system.

# **Plan Sheets**

The following  $8\frac{1}{2}$  x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 2, 7, 9, 13, 18 and 98.

**END OF ADDENDUM** 

ID 5989-05-26 **Revised Sheet 2** January 6, 2020

OFFSETS FOR INLETS AND MANHOLES ARE TO CENTER OF STRUCTURE. OFFSETS FOR APRON ENDWALLS ARE TO END OF PIPE. ASPHALTIC SURFACE WEIGHT CALCULATIONS ARE BASED ON 112 LB/SY/INCH THE CONTRACTOR SHALL COORDINATE ALL UTILITY ADJUSTMENTS WITH THE APPROPRIATE UTILITY.

THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTY OWNERS ALONG THE PROJECT AT ALL TIMES.

REMERA, NORTHERA, SECTIONS
PROPRIED THE PLAN SECTIONS
PROVINGENOUS PROVINGENOUS
REMOVAL PLAN ETAILS
REMOVAL PLAN DETAILS
REPOSION CONTROL
FORM SEWER
PERRANNENT SIGNING/PAYEMENT MARKINGS
FURTHOL PLAN
FERRONNO PLAN
FERRON PLAN
FERRONNO PLAN
FERRON PLAN
FERRO ORDER OF DETAIL SHEETS

ALLIANT ENERGY (ELECTRIC/GAS) 4747: ERA OCEP 935 WRR TOWNIUN END BELOIT, W.5341 TELEHONE: (600)364-6431 EMAL: DENCOPP®ALLIANTENERCY.COM

AT&T WISCONSIN
ATTN: CAROL ANASON
316 W. WSHINGTON AVENUE
MADISON, W 53701
TELEPHONE: (608) 622–2079
EMAIL: CA2624@ATT.COM

CITY OF BELOIT LIGHTING ATN: JASON DUPUS, P.E. 2400 SPRINGBROK COURT BELOIT, M. 53511 TELEPHONE. (608) 364–6735 EMAIL: DUPUIS/@BELOITM: GOV CITY OF BELOIT WATER ATTN: MKE TINDER 2400 SFRINGSFOOK COURT BELOIT, M 53511
TELEPHONE: (608) 384–5725
EMAIL: TINDERMØBELOITMI.GOV

\*NOTE: UTILITIES NOT A MEMBER OF DIGGER'S HOTLINE.\*

# RUNOFF COEFFICIENT TABLE

DETAILS OF CONSTRUCTION NOT SHOWN ON THE PLAN SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER. RESTORATION OF EXPOSED SLOPE AND DITCHES SHALL TAKE PLACE NOT MORE THAN 7 DAYS AFTER FINISHED GRADING IS COMPLETE.

NO TREES OR SHRUBS ARE TO BE REMOVED WITHOUT APPROVAL OF THE ENGINEER.

DISTURBED AREAS SHALL BE RESTORED AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR IS TO WORK WITH UTMOST CARE AND PROTECT ALL SURVEY MARKERS. REMOVAL OF ANY SURVEY MARKER IS TO BE WITH THE APPROVAL OF THE ENVIRER.

THE EROSION CONTROL FEATURES ARE SHOWN ON THE PLAN AND ARE AT SUGESTED LOCATIONS. EXACT LOCATIONS OF BETERMINED BY THE ENGINEEN. ALL EROSION CONTROL MEASURES SHALL BE AMANTANED UNTL. SUCH A TIME AS THE ENGINEEN DETERMINES THE MEASURE IS NO LONGER NECESSARY.

BREAKER RUN SHALL BE USED IN ALL EBS AREAS.

				A		В				c		D		
		SE	OPE RAN	SLOPE RANGE (PERCENT)	SLOP	E RANG	SLOPE RANGE (PERCENT)	SLOF	PE RANG	SLOPE RANGE (PERCENT)	SLOF	PE RANG	SLOPE RANGE (PERCENT)	
	LAND USE:	0-2	2-6	6 & OVER	0-2	2-6	6 & OVER	0-2	2-6	6 & OVER	0.2	2-6	6 & OVER	
Ĺ	ROW CROPS	80:	.16	22	.12	8.	27	.15	24	.33	91.	.28	.38	
		.22	.30	.38	.28	8.	.44	.30	.37	.50	34	.41	.56	
_	MEDIAN STRIP.	-19	20	24	91.	Si.	26	8	23	.30	20	.25	.30	
_	TURF	.24	26	.30	52:	88	.33	84	30	.37	27	33	.40	
"	SIDE SLOPE:			25			27			28			.30	
	TURF			.32			8.			86.			.38	
_	PAVEMENT:													
	ASPHALT						.7095							
	CONCRETE						30 - 35							
	BRICK						.7080							
	DRIVES, WALKS						.7585							
_	ROOFS						75 - 95							
Ĺ	GRAVEL ROADS, SHOULDERS	OULDERS	8				.4060							

TOTAL PROJECT AREA = 0.40 ACRES TOTAL AREA EXPECTED TO BE DISTL

RADIUS REINFORCED CONCRETE PIPE REQUIRED

CORRUGATED STEEL CULVERT PIPE CERTIFIED SURVEY MAP COUNTY TRUNK HIGHWAYS

POINT OF CURVATURE POINT OF INTERSECTION POINT OF TANGENCY PROPERTY LINE PRIVATE ENTRANCE

IRON PIPE JUNCTION LEFT HAND FORWARD LENGTH LUMP SUM

ABBREVIATIONS

MANHOLE NORMAL CROWN NORTH

Dial 🗐 or (800) 242-8511

www.DiggersHotline.com

BELOIT COLLEGE CONTACT

CITY OF BELOIT ENGINEERING WISCONSIN DEPARTMENT OF NATURAL RESOURCES ATTIC SPELEY WARMON SOBJECT OF NATURAL RESOURCES STORED WIS 571 HATCHERY ROAD FITCHBURG, WI 5571 HATCHERY BOAD THE BRAIL: SHELLEY, WARMONG WISSONSIN GOV DESIGN CONTACT
RH. BATTERMAN
2859 APRIL LOURSH, P.E.
2850 APRIL LOURSH, P.E.
2851 APRIL LOURSH, P.E.
2851 APRIL LOURSH, P.E.
2851 APRIL STORMER, S.E.
2851 APRIL STORMER, S DNR LIAISON

ATION
PERELEVATION
ORM SEWER
ORM SEWER
MAN SEWER
MANAY SEWER PIPE REINFORCED CONCRETE

ANDARD DETAIL DRAWINGS

RIGHT-OF-WAY RIGHT HAND FORWARD SALVAGED SANITARY SEWER SHOULDER

CULVERT PRE CULVERT PRE CULVERT PRE CULVERT PRE CULVERT PRE DESENS HOURT VOLUME DAMETER OF CULVE DAMETER TO CULVE DAMETER TO CULVE

EMPORARY LIMITED EASEMENT

EXISTING EXCAVATION BELOW SUBGRADE EXCAVATION BELOW SUBGRADE FACE TO FACE FERTILLER FRILD ENTRANCE FILD ENTRANCE FILD GRADE

ENDWALL ENTRANCE EQUIVALENT SINGLE AXLE LOADS EXISTING

WELL
AST GRID COORDINATE
IORTH GRID COORDINATE

GAS VALVE HIGHWAY EASEMENT INVERT ELEVATION

VERTICAL VERTICAL CURVE VOLUME WATER VALVE

JEWELL ASSOCIATES ENGINEERS, INC.
THY: FRED ROWGER, P.E., P.L.S.
560 SUNMES DRIVE
58PING CREIN, M. 53388
TIELPHONE: (608) 588-7484
EMAIL: PRD. RUDGERGE. WELLASSOC.COM PUBLIC WORKS DIRECTOR LANDA PORTITIONS 2251 SPRINGEROOK COURT BELOIT, W. 52511 TELEPHONE: (608) 364–2929 EMAIL: WILLIAMSONL@BELOITWI.COV DESIGN CONTACT

DESIGN CONTACT CHIEF OF STAFF
ATTN: DANIEL SCHOOFF
700 COLLEGE STREET
BELOIT, MI 35311
TELEPHONE: (608) 383–2408
EMAIL: SCHOOFFD@BELOIT.EDU

LIGHTING/FENCING ANCUSA-POUNG ASSOCIATES, INC. ATRI: JOE STADELMAN ANESVILE, W 55548 ELEPHONE: (680) 756-2326 EMAIL: JOESØANGUSYOUNG.COM

SHEET

PROJECT NO: 5989-05-26

HWY: NON HWY

COUNTY: ROCK

CAUNTY: ROCK

COUNTY: ROCK

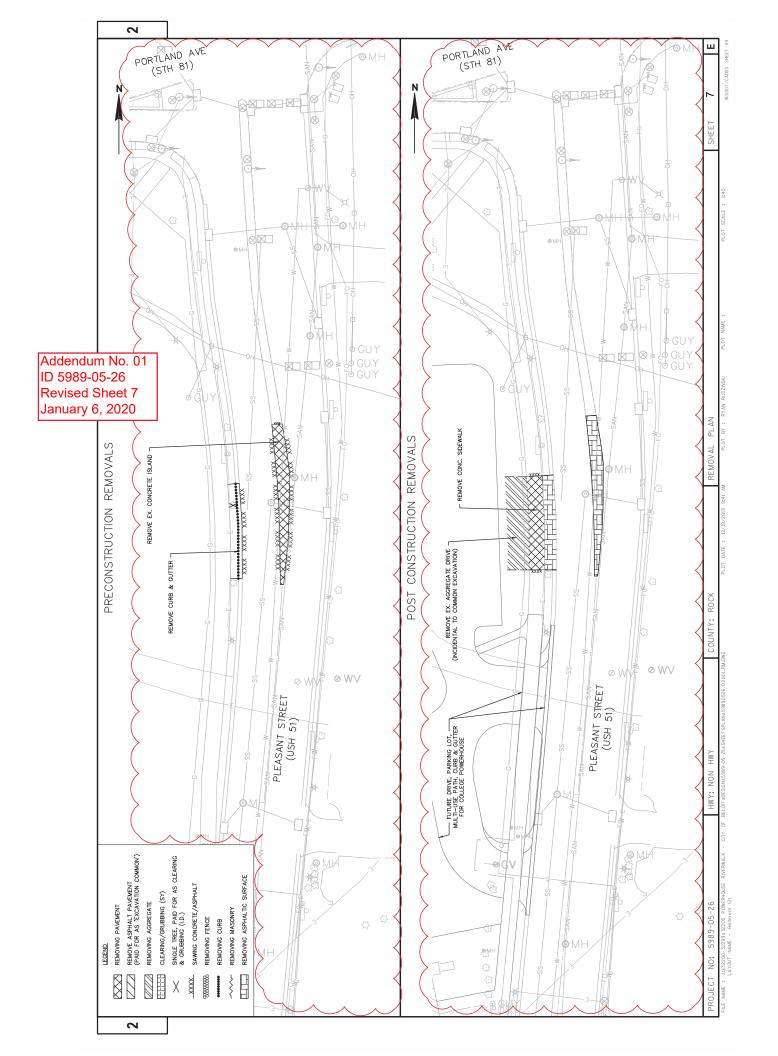
COUNTY

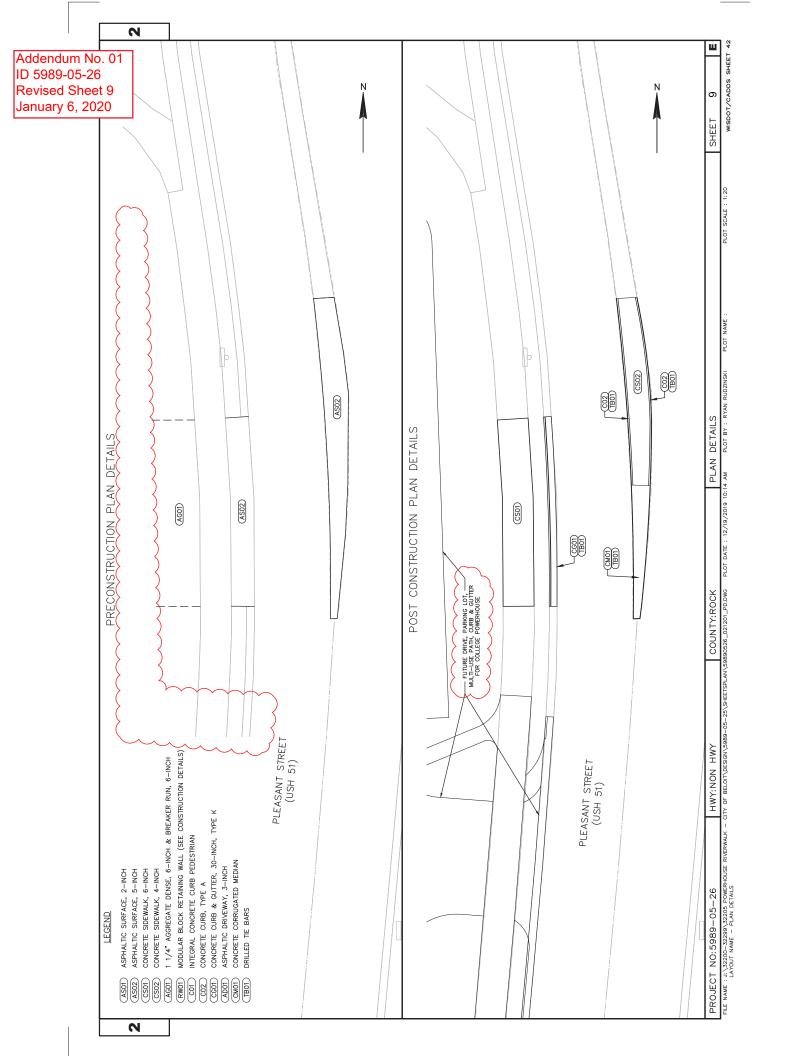
S

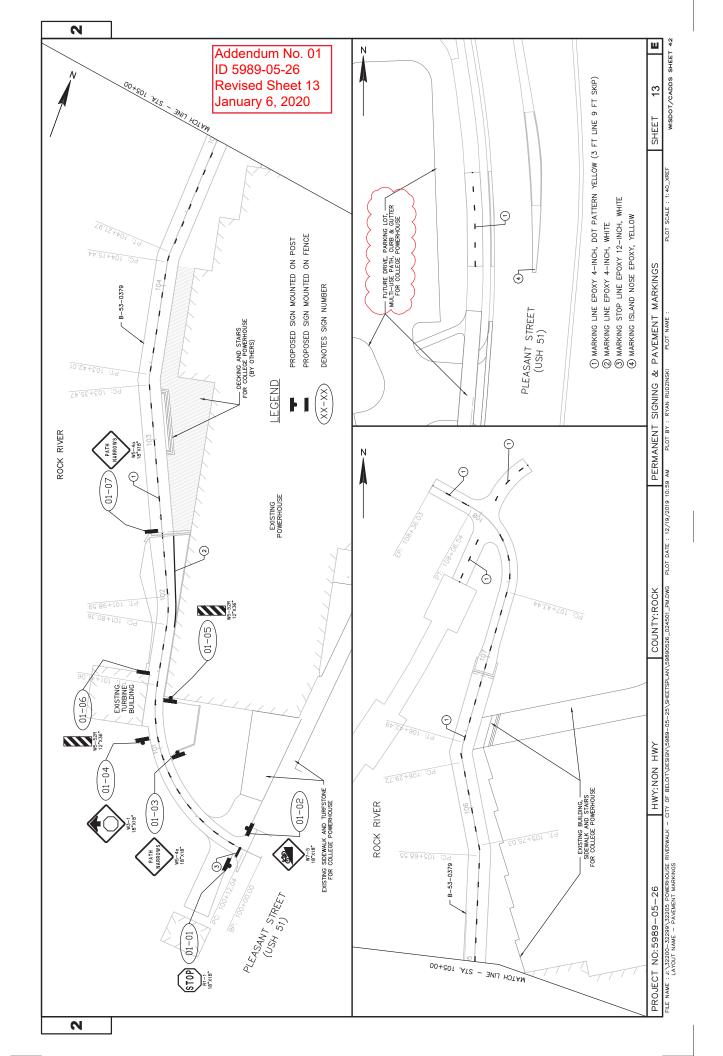
THE LOCATIONS OF EXISTING AND PROPOSED UTILITY INSTALLATIONS AS SHOWN ON THE PLANS ARE APPROXIMET. THERE MAY BE OTHER UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. EXCAVATION BELOW SUBGRADE (EBS) IS NOT USED TO BALANCE "YARDAGE AND IS NOT SHOWN ON THE CHOOSS SECTIONS, BUT IS MEASURED AND PAID FOR AS EXCAVATION COMMON. THE LOCATION OF EBS SHALL BE DETERMINED BY THE KENNERE.

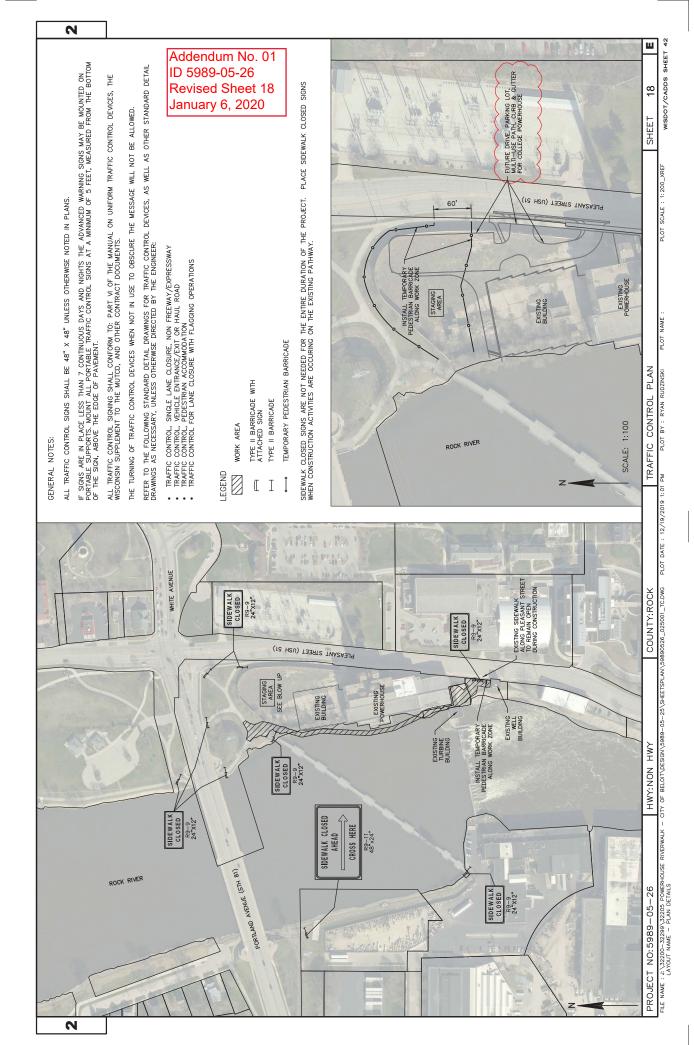
ELEVATIONS SHOWN ON THE PLAN ARE REFERENCED TO THE NGVD 29.

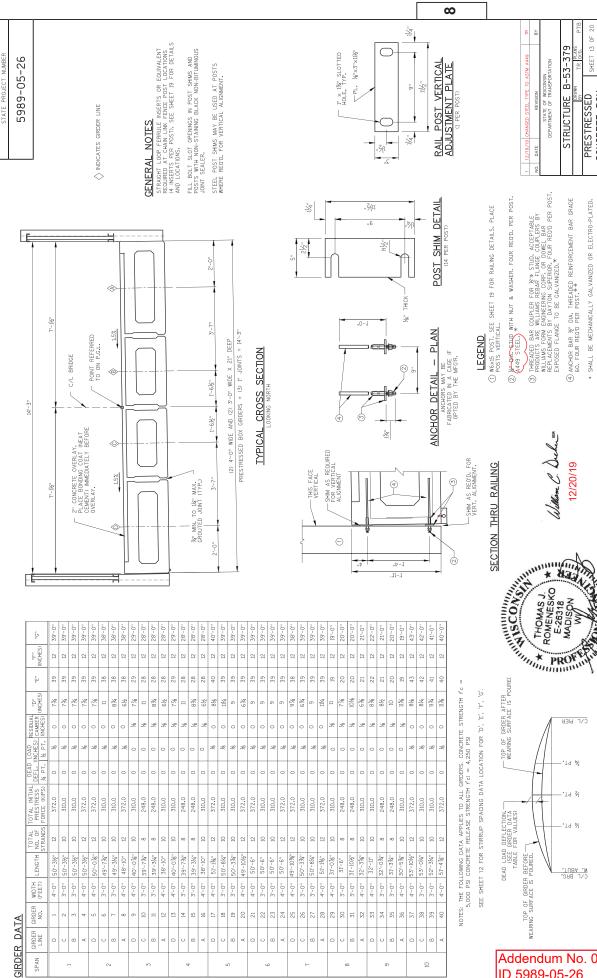
WISDOT/CADDS SHEET 42











Addendum No. 01 ID 5989-05-26 Revised Sheet 98 January 6, 2020

SHEET 13 OF 20

PRESTRESSED CONCRETE BOX GIRDER TABLE

\* SHALL BE MECHANICALLY GALVANIZED OR ELECTRO-PLATED.

\*\* NOT GALVANIZED OR ELECTRO-PLATED.

12/19/2019 12:13:40 PM

PLOT DATE : PLOT TIME :

12/14/2019

DEAD LOAD DEFLECTION DIAGRAM

98