## **HIGHWAY WORK PROPOSAL**

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

Proposal Number:



HIGHWAY

## <u>COUNTY</u> <u>STATE PROJECT</u>

Milwaukee

2410-03-71

WISC 2019803

**FEDERAL** 

W National Avenue; S 82nd St To S LOC STR 76th St

**PROJECT DESCRIPTION** 

# 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 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code <b>SAMPLE</b>
Contract Completion Time October 16, 2020	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 10%	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)

(Print or Type Name, Notary Public, State Wisconsin)

(Bidder Signature)

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

## For Department Use Only

Grading, Base, Concrete Pavement, Asphalt Pavement, Milling, Storm Sewer, Curb and Gutter, Sidewalk, Traffic Signals, Street Lighting, Plantings, Signs, Pavement Markings, Sanitary Sewer, Water Main, Block Wall, High Friction Surfacing

Notice of Award Dated

Type of Work:

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 the internet.
  - 2. Electronic bid on a printout with accompanying diskette or CD ROM.
  - 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at: <u>https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</u>

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 <u>http://www.bidx.com/</u>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.

<sup>(4)</sup> 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: <u>mailto:customer.support@bidx.com</u>

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

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<sup>TM</sup> web site.
  - 2. Use Expedite<sup>TM</sup> 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.
  - 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

(1) Download the latest schedule of items from the Wisconsin pages of the Bid Express<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 <sup>TM</sup> 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<sup>TM</sup> web site to assure that the schedule of items is prepared properly.

<sup>(2)</sup> Staple an 8 1/2 by 11 inch printout of the Expedite<sup>™</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>™</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

- <sup>(1)</sup> 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 theybe 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

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

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

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

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

PRINCIPAL		
(Company Name) (Affix Corporate Seal)		
(Signature and Title)		
(Company Name)		
(Signature and Title)		
(Company Name)		
(Signature and Title)	(Name of Surety) (Affix Seal)	
(Company Name)	(Signature of Attorney-in-Fact)	
(Signature and Title)		
NOTARY FOR PRINCIPAL	NOTARY FOR SURETY	
(Date)	(Date)	
State of Wisconsin )	State of Wisconsin )	
) ss. County )	) ss. County )	
On the above date, this instrument was acknowledged before me by the named person(s).	On the above date, this instrument was acknowledged before me by the named person(s).	
(Signature, Notary Public, State of Wisconsin)	(Signature, Notary Public, State of Wisconsin)	
(Print or Type Name, Notary Public, State of Wisconsin)	(Print or Type Name, Notary Public, State of Wisconsin)	
(Date Commission Expires)	(Date Commission 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

Time Period Valid (From/To)
Name of Surety
Name of Contractor
Certificate Holder
Wisconsin Department of Transportation

This is to certify that an annual bid bond issued by the above-named Surety is currently on file with the Wisconsin Department of Transportation.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the annual bid bond.

**Cancellation**: Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.

(Signature of Authorized Contractor Representative)

(Date)

## 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	<b>Class of Work</b>	<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.

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90.	6-Inch PVC Storm Sewer Lateral, Item SPV.0090.10; 8-Inch PVC Storm Sewer Lateral, Item SPV.0090.11.	68
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92.	3x12 Concrete Pavers over Concrete Base, Item SPV.0165.01.	70
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## STSP'S Revised June 18, 2019 SPECIAL PROVISIONS

## 1. General.

Perform the work under this construction contract for Project 2410-03-71, West National Avenue, South 82<sup>nd</sup> Street to South 76<sup>th</sup> Street, Local Street, Milwaukee 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 (20180618)

## 2. Scope of Work.

The work under this contract shall consist of base aggregate dense, concrete pavement, HMA pavement, curb and gutter, storm sewer, sanitary sewer, water main, pavement marking, permanent signing, street lighting, landscaping, streetscaping, restoration and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

## 3. Prosecution and Progress.

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

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

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

## Northern Long-eared Bat (Myotis septentrionalis)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

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

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

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

## 4. Traffic.

Perform all work according to the requirements of standard spec 643, as detailed in the Traffic Control Plans and as hereinafter described.

Designate an individual responsible for traffic control maintenance including access of local traffic, and 24-hour emergency traffic control repair. Provide the name and telephone number of this individual to the engineer.

The contractor shall conduct operations in a manner that will cause the least interference to traffic movements and adjacent business and residential access within the construction areas.

The parking and storage of construction vehicles, equipment and material shall be approved by the engineer and shall be restricted to the minimum required and the minimum time necessary at the work sites to prosecute the work. At such location the material and equipment involved shall not constitute a hazard to the traveling public.

The Milwaukee County Transit System (MCTS) has bus stops on National Avenue that will be relocated during construction. Coordination has been conducted with MCTS to detour their existing routes around the construction work zone using a combination of S. 84<sup>th</sup> Street, Greenfield Avenue and S. 76<sup>th</sup> Street.

MCTS will be responsible for moving bus stop signage to establish detour routes. Contact David Locher at (414) 343-1727 at MCTS 10 days prior to the closure of W. National Avenue to through traffic and for traffic control switches.

## Staging

Perform construction operations in stages as shown in the traffic control/construction staging plans, unless modifications are approved in writing by the engineer.

## Stage 1

Close W. National Avenue to through traffic between S. 82<sup>nd</sup> Street and S. 79<sup>th</sup> Street. Maintain two-way traffic between S. 79<sup>th</sup> Street and S. 76<sup>th</sup> Street. Maintain access to gas station on north side of street (west of S. 79<sup>th</sup> Street).

Detour eastbound and westbound W. National Avenue traffic using a combination of S. 84<sup>th</sup> Street, W. Greenfield Avenue and S. 76<sup>th</sup> Street as detailed in the plans.

## Stage 2

Close W. National Avenue to through traffic between S. 79<sup>th</sup> Street and S. 76<sup>th</sup> Street. Maintain one-way eastbound traffic between S. 82<sup>nd</sup> Street and S. 79<sup>th</sup> Street. Maintain access to gas station on north side of street (west of S. 79<sup>th</sup> Street). S. 77<sup>th</sup> Street shall remain open across W. National Avenue to allow access to the properties south of W. National Avenue.

Maintain detour from Stage 1.

## Stage 3

Close the north side of W. National Avenue and shift westbound traffic to the south side of W. National Avenue. Close W. National Avenue to eastbound traffic.

Remove detour for westbound traffic and maintain detour for eastbound W. National Avenue traffic established in Stage 1 as detailed in the plans.

## Stage 4

Close the south side of W. National Avenue and shift westbound traffic to the north side of W. National Avenue. W. National Avenue shall remain closed to eastbound traffic. Maintain access to S. 77<sup>th</sup> Street south of W. National Avenue.

Maintain detour from Stage 3.

## Stage 5

Open W. National Avenue to two-way traffic, close parking lanes and remove detour.

## **Pedestrian Access**

Maintain access to properties in the construction zone by keeping the sidewalk open while the roadway is being reconstructed. When the sidewalk is replaced, coordinate with the owner of the properties a time for closure or provide temporary access using ADA compatible devices and materials. Maintain pedestrian

access to businesses throughout the work zone on existing sidewalk or other ADA compliant surfaces until the new roadway pavement is constructed. Route pedestrians on the newly constructed outside lane improvements while sidewalk is being constructed. Provide ADA compliant curb ramps and temporary pedestrian surfaces across work zone as detailed in the plans to maintain pedestrian access.

## **Emergency Vehicle Access and Access to West Allis Fire Department**

Maintain emergency vehicular access at all times to roadways located within the project limits.

#### **Construction Contact Information**

Provide City of West Allis Police Department with a 24-hour emergency contact number for when traffic control maintenance is required.

## **Local Vehicle Access**

Close driveways for a maximum of 7 days for normal strength concrete and 2 days for high early strength concrete to construct new access approaches. Prior to removal or closing of driveway access, provide 48-hour notice to the occupant and owner of the premises.

#### **Business Access**

Contact businesses which have entrances within the project limits seven days prior to performing work which may affect the entrances. Confirm the closure with the property owner two days prior to use. If a business has two driveways, keep one open while constructing the other driveway. If a property has one driveway, construct one half at a time or coordinate closure with the property owner.

#### Wisconsin Lane Closure System Advance Notification

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

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

#### TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

## 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying W. National Avenue 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:

- From noon Friday, May 22, 2020 to 6:00 AM Tuesday, May 26, 2020 for Memorial Day;
- From noon Thursday, July 2, 2020 to 6:00 AM Monday, July 6, 2020 for Independence Day;
- From noon Friday, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day.

stp-107-005 (20181119)

## 6. Utilities.

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

There are underground and overhead utility facilities located within the project limits and there are known utility adjustments required for this construction project. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities which have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times.

Bidders are advised to contact each utility company listed in the plans prior to preparing their bids, to obtain current information on the status of existing and any new utility relocation work.

If a conflict with discontinued utility facilities is encountered, contact the appropriate utility owner/representative for instructions on proper removal and disposal of said facility.

## AT&T

AT&T has underground facilities in the project limits; some of which conflict with the proposed improvements.

The following utility work is planned in the project corridor prior to construction:

- Place three 4" PVC-C conduits from an existing manhole in the south side of S 83rd St (MH3E07) into the project limits at approximately Station 48+96, 25' RT tapering to 15' RT at Station 50+00 and continuing 15' RT to a new 4' x 8' x 7' ft manhole over existing conduit in S 80th Street at Station 54+87, 15' RT.
- Place one 4" PVC-C from existing pedestal at Station 53+34, 38' RT to continuing along 15ft RT of the construction line to the manhole at Station 54+87, 15' RT
- Place four 4" PVC-C from Station 54+87 to Station 67+50, 15' RT.
- Place two 4" PVC-C at Station 62+40, 11' LT to Station 62+40, 15' RT; then continuing with (6) 4" PVC-C to Station 62+50, 15' RT; then tapering to cross approximately Station 66 + 80 through to intercept the existing 6MTD conduits package approximately 62+87, 11' LT placing a 4' x 8' x 7' manhole over existing.
- AT&T will discontinue 6MTD conduits from Station 62+90 to 48+92 (12' to 15' LT)

Work planned prior to construction is scheduled to begin on August 20, 2019 and is estimated to take 85 working days to complete.

The following utility work is planned in the project corridor during construction:

- Remove manholes at Station 49+70, 16' LT and Station 56+13.5, 18.5' LT
- Adjust manholes at Station 54+87, 15' RT; Station 62+42, 11' LT and Station 67+87

Work planned during construction is anticipated to take one day for each adjustment and 3 days for each removal and will need to be coordinated with the contractor's operations. Provide a 5-day notice to AT&T when site will be available for this work.

Any facilities not explicitly identified as being relocated have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone.

The field construction contact for AT&T Wisconsin is Deanna Barbian at (414) 469-1335.

## City of West Allis – Sanitary

The City of West Allis owns sanitary facilities within the project limits. New sanitary sewer relays, manholes, laterals, and existing structure adjustment work is included in the contract documents to be performed as part of the project improvements.

The field construction contact for the City of West Allis – Sanitary is Tim Last at (414) 302-8816.

## City of West Allis - Water

The City of West Allis owns water facilities within the project limits. New water main, laterals, hydrants, valve replacements and adjustment work is included in the contract documents to be performed as part of the project improvements.

The field construction contact for the City of West Allis - Water is Mike Brofka at (414) 312-0459.

## We Energies – Electric

We Energies Electric owns underground facilities in the project limits that conflict with the proposed improvements.

The following utility work is planned in the project corridor during project construction.

- The electric manhole located at Station 49+22, 0' LT will be adjusted to finished grade.
- A proposed storm sewer lateral conflicts with an empty discontinued electric duct package at Station 50+03 7' LT. We Energies will cut and cap the duct ends during construction.
- A proposed water main conflicts with an empty discontinued electric duct package at Station 65+47 8' LT. We Energies will cut and cap the duct ends during construction.

The manhole adjustment work is anticipated to take 5 working days to complete. Cutting and capping electric duct will take 1 working day to complete. Contact Zachary St. Martin with We Energies at least 10 days in advance at (414) 540-5782 to coordinate adjustments.

Any facilities not explicitly identified as being relocated or removed have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone.

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch, #1 (800)-662-4797

We Energies Gas Dispatch, #1 (800) 261-5325

The contact for We Energies Gas is Ken Franecki at (414) 944-5531.

## We Energies Gas Operations

We Energies Gas Operations has facilities in the project area that conflict with the project improvements. The following work will be performed by We Energies forces prior to construction:

- Existing gas line will be discontinued from Station 45+96 to Station 65+80
- Install 6" PE along north side of National Avenue from S 83rd to S 80<sup>th</sup> Street, Station 46+00 to Station 55+70, approximately 29' to 32' LT.
- Install 6" PE along south side of National Avenue from S 80<sup>th</sup> to S 77th Street, 30' LT (Station 54+75 to Station 65+80)
- Install 6" PE Crossing of National Avenue at 77th St (Station 64+95)
- Install 6" PE Crossing of National Avenue at 80<sup>th</sup> St (Station 54+79)
- Install 2" PE on north side of National Avenue from S 78th to S 77th Street, 31' LT (Station 62+65 to Station 65+25)
- Install service crossings at Station 50+64 and Station 50+95 and includes tie-ins with existing gas mains down side streets in the project limits.

Work planned prior to construction is scheduled to begin in September 2019 and is estimated to take 60 working days to complete.

The following work will be performed by We Energies during construction:

 We Energies will adjust gas valves to finished grade during construction. Contractor to provide We Energies a 3-day notice to notify the utility that the site is ready. Please contact Paul Hebein at 414-688-7257 or Paul.Hebein@we-energies.com. It is anticipated it will take approximately 60 minutes to adjust each gas valve.

We Energies plans to retire/discontinue the following existing facilities in the project limits:

- Retiring 6" ST Gas main: south side of National Ave from Station 46+00 to 36+85
- Retiring gas main crossing at National Ave at Station 65+18
- Retiring gas main crossing at National Ave at Station 62+47
- Retiring gas main crossing at National Ave at Station 58+80
- Retiring gas main crossing at National Ave running N up 80th at 58+85
- All long side service crossings along National Avenue.

Any facilities not explicitly identified as being relocated or removed have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone. There is existing discontinued 6" steel gas main in the south side of W. National Avenue between S. 77<sup>th</sup> and S. 76<sup>th</sup> Street.

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch, #1 (800) 662-4797

We Energies Gas Dispatch, #1 (800) 261-5325

The contact for We Energies Gas is Jake Miller at (414) 874-3832.

## 7. Hauling Restrictions.

At all times, conduct operations in a manner that will cause a minimum of inconvenience to the free flow of vehicles on roadways carrying National Avenue, Greenfield Avenue, South 84th Street, South 76th Street, and side road traffic. Do not operate equipment or haul materials on local side streets adjacent to the work zone without written approval from the engineer.

## 8. Erosion Control.

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering according to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to Management Consultant and 1 copy of the ECIP to the WDNR Liaison, Kristina Betzold, at <u>Kristina.Betzold@wisconsin.gov</u>, 2300 North Dr. Martin Luther King Jr. Drive, Milwaukee, WI 53212, (414) 507-4946. Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed

The contractor should restrict the removal of vegetative cover and exposure of bare ground to the minimum amounts necessary to complete construction. Restoration of disturbed soils should take place as soon as conditions permit. If sufficient vegetative cover will not be achieved because of late season construction, the site must be properly winterized.

When performing roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanism to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

If dewatering is required for any reason, the water must be pumped into a properly selected and sized dewatering basin before the clean/filtered water is allowed to enter any waterway or wetland. The basin must 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 and meet all other requirements of WDNR Technical Standard 1061. Do not house any dewatering technique in a wetland.

All temporary stock piles must be in an upland location and protected with erosion control measures (e.g. silt fence, rock filter-bag berm, etc.). Do not stockpile fill or other construction materials in wetlands, waterways, or floodplains. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed.

Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at 1 (800) 943-0003.

## 9. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

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

stp-105-001 (20140630)

## **10.** Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition with the 2019 City of West Allis Addendum. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs. The 2019 City of West Allis Addendum is available at:

https://www.westalliswi.gov/DocumentCenter/View/1464/Sewer-and-Water-Specifications-Addendum?bidld=

Conform to the referenced construction specifications for the following:

- Sanitary sewer and water main work.

stp-105-002 (20130615)

## 11. Railroad Insurance and Coordination.

## A Description

Comply with standard spec 107.17 for all work affecting Union Pacific Railroad Company property and any existing tracks.

## A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Union Pacific Railroad Company.

Notify evidence of the required coverage, and duration to David LaPlante, 1400 Douglas St. STOP 1690, Omaha, NE 68179; telephone 402-544-8563, email <u>dclaplante@up.com</u>

Include the following information on the insurance document:

Project 2410-03-71

#	Route Name	City/County	Crossing ID	<b>RR Subdivision</b>	RR Milepost
1	National Ave & 82th St.	West Allis, Milwaukee County	177 248C	Milwaukee	80.25
2	National Ave & 80 <sup>th</sup> St	West Allis, Milwaukee County	177 247V	Milwaukee	78.45

## A.2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None.

## A.3 Names and addresses of Railroad Representatives for Consultation and Coordination

Contact: Chris T. Kecheisen – Union Pacific Engineering Design – Public Projects, 1400 Douglas, MS 0910, Omaha, NE 68179, telephone (402) 544-5131, email Chris T. Keckeisen (CTKECKEI@UP.COM) for consultation on railroad requirements during construction.

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

## A.4 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 several weeks prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

## A.5 Train Operation

Approximately 20-25 through freight trains operate daily through the construction site. Through freight trains operate at up to 30 mph. In addition to through movements, there are switching movements at slower speeds.

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Kathy Kramer at (262) 548-8772. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

## 13. Notice to Contractor – Procurement Time for Brick Pavers.

Installation of custom brick pavers is required with this project. Lead time to procure the specified pavers can be up to 3 months. Coordinate ordering an adequate number of pavers, that accounts for waste resulting from any necessary cutting of pavers, with adequate lead time to perform the work within the contract timeframe.

## 14. Notice to Contractor – Sidewalk Construction at Dottke High School.

The proposed sidewalk in front of Dottke High School on the north side of National Avenue, between S. 79<sup>th</sup> Street and S. 78<sup>th</sup> Street, must be constructed when school is not in session between June 5 and September 1, 2020.

## 15. Notice to Contractor – Water Main Testing & Disinfection.

Water main testing and disinfection is required as part of the contract work. Payment for all testing and disinfection requirements, described herein, is incidental to the corresponding water main pay items. No additional payment will be made.

- A. General Requirements
  - a. Hydrostatic testing should be made according to Chapter 4.15.0 "Standard Specification for Sewer & Water Construction in Wisconsin" latest edition.
  - b. Disinfection testing should be made according to Chapter 4.16.0 "Standard Specification for Sewer & Water Construction in Wisconsin" latest edition.
- B. Hydrostatic Testing
  - a. Pressure and leakage testing shall be according to the latest edition of A.W.W.A. Standard C600.
  - b. Pressure testing of the installed pipe shall be completed by the contractor under city's supervision.
  - c. Following examination of exposed parts of the system ("wet-hand" test); the test pressure will be increased to 150 psi read at the point of lowest elevation on the main for duration of one hour. There should be no noticeable pressure drop in the test section.
  - d. If it is found unnecessary to add water during the duration of the pressure test, the engineer may waive the leakage test.
  - e. If leakage test is not waived, test shall be according to Chapter 4.15.3 of "Standard Specifications for Sewer & Water Construction in Wisconsin" latest edition.
- C. Disinfection Testing
  - a. All new, cleaned or repaired water mains shall be disinfected according to A.W.W.A. Standard C651 and Wisconsin Administrative Code NR 811.07 (3).
  - b. The new water main can remain disconnected from the existing main until disinfection and final bacteriological tests have been completed. The water required for hydrostatic testing, disinfection, and flushing shall be supplied through a temporary connection controlled by a control valve at a hydrant that is separated from the existing water system.
  - c. If approved by the city, the new water main can be connected to the existing main during construction for disinfection purposes. Contractor shall submit to the city, backflow protection procedure to keep contaminated water from entering the existing main.
  - d. Methods of Chlorination
    - Tablet Hypochlorite tablets can be used during construction according to Chapter 4.3.12 of "Standard Specification for Sewer & Water Construction in Wisconsin" latest edition.
    - ii. Continuous feed This method consists of placing calcium hypochlorite granules in the main during construction, completely filling the main to remove all air pockets, flushing the completed main to remove particulates, and filling the main with potable water. Chlorine concentration should be tested at regular intervals downstream of where the water is added to verify the minimum free chlorine residual does not drop below 25 mg/L.
    - iii. Slug The procedure is similar to the continuous feed method except the dose of chlorine fed at a constant rate increases the concentration to 100mg/L. The chlorinated water slowly flows through the pipe for at least 3 hours, exposing all interior surfaces to the high concentration. Valves and hydrants should be treated with this water also. During the 3-hour period, the water should have a residual of 50 mg/L free chlorine or more.
  - e. Bacteriological Test (5)
    - i. After final flushing and before the new water main is connected to the distribution system, two consecutive sets of acceptable samples, taken 24 hours apart, shall be collected from the main. A set is made up from groups of samples collected

every 1,200 feet of new main, groups of samples taken at each branch, and a group of samples taken at the end of the line.

- All samples shall be collected in sterile bottles treated with sodium thiosulfate as required by the Standard Methods for the Examination of Water and Wastewater. A suggested combination blowoff and sampling tap is useful for mains up to 8 inches in diameter. A corporation cock may be installed on the main with a copper-tube gooseneck assembly. No hose or hydrant shall be used to collect samples.
- All samples shall be tested for bacteriological quality according to Standard Methods for the Examination of Water and Wastewater and shall be void of coli form organisms.
- iv. If trench water or excessive quantities of dirt and debris have entered the new main during construction, bacteriological samples may be taken at marked intervals of 200 feet. Any water left in the main for 16 hours or more must be tested for bacterial contamination.

## 16. Notice to Contractor – Tree Planting.

The work consists of furnishing and installing trees. Planting shall be performed only by skilled workmen with satisfactory record of performance on completed projects of comparable size and quality.

Use proper horticultural practice in handling all plant material making sure root ball remains intact without cracks or loose soil within the root ball.

Plants shall be warranted to be in a disease free, pest free and healthy growing condition one year from the date of final acceptance by the engineer. The engineer shall notify the contractor in writing of any plants that do not meet the above requirements and the contractor shall replace the dead or diseased plants at the earliest appropriate planting season.

All plant material shall be obtained from a nursery source in hardiness zones 4 or 3. All plant material shall meet the requirements and specifications of the American Association of Nurserymen, American Standard for Nursery Stock (ANSI Z60-1990). Non-conforming plant material may be rejected by the engineer any time prior to final acceptance.

Copies of purchase orders from the nurseries must be supplied to the Superintendent of Forestry to determine correct species. The City of West Allis Forestry Division contact number is (414) 302-8811.

Plant substitutions for any reason must be approved by the Superintendent of Forestry before installation.

The location of plant holes and beds shall be staked out or painted by the contractor. All marked locations shall be approved by engineer before excavation begins.

Plant material and mulch must be inspected and approved by the Superintendent of Forestry before installation.

Mulch shall be of uniform size and comply with D.A.T.C.P. ash regulations

The contractor must notify the Superintendent of Forestry 24 hours prior to planting. City Forestry personnel must be present during all planting operations.

For shade and ornamental tree planting, refer to the City of West Allis Tree Planting Detail in the plans.

- 1. Any Tree Tags or ribbons on tree are to be removed.
- 2. Broken branches are removed.
- 3. Bud/Graft Union. Use to assist in the location of the root flare on balled and burlapped trees. Estimate root flare at 6" below the bud/graft union.
- 4. Root Flare must be exposed and slightly above the finished grade. No fill should be placed on top of the root ball.

- 5. With the tree in the upright position, cut openings into the burlap on top of ball in between the rope holding the basket to the root ball. Dig into the ball soil using a small hand trowel to locate the root flare. The root flair is the area where the main roots transition into the trunk. Measure up from bottom of the root ball to the root flare to determine the proper depth of the planting hole.
- 6. The planting hole depth is set according to the measurement determined as described above. The bottom of the planting hole should be undisturbed. If the hole is too deep, soil must be added and compacted beneath the tree ball.
- 7. Flare the Planting Hole edges in all soils. The planting hole shall be excavated 12" wider on all sides.
- 8. Glazed Soil on side of planting hole is broken up.
- 9. Remove the bottom half of the wire basket, leaving the burlap intact. Set the ball in the hole at the proper depth previously established. Place 6" to 10" of soil around the ball to stabilize it. Then remove the remaining wire basket and burlap above the soil just added.
- 10. Guying consists of straps of webbing attached with wire. Space straps several inches apart where possible. Do not over tighten. The tree should be able to move slightly.
- 11. Twist wire back to avoid injury. Metal "T" post stakes are parallel to the trunk and installed outside the root ball with the flanges facing out.
- 12. Backfill material must be approved by the Superintendent of Forestry prior to backing around the trees. Unsuitable excavated materials shall include materials such as: heavy clay, concrete, gravel, organic material, sand or other as determined on site. If excavated material is unsuitable to be used for planting the contractor shall supply a silt loam soil to be used in place of the excavated material. The contractor shall dispose of unsuitable and excess excavated material.
- 13. Trees shall be fertilized with two commercial grade "PHC Tree Saver "mycorrhizal/fertilizer or approved equal, packets per tree.
- 14. Plants shall be thoroughly watered in to eliminate all air pockets around the tree ball.
- 15. Mulch is placed over soil 3" thick, no deeper than 1" deep next to the trunk and dished away.

## **Tree Protection.**

The contractor shall take all necessary precautions to protect trees within the project limits. Where the contractor perceives that even with reasonable care, damage may occur to a tree during construction, the City of West Allis Forestry Division shall be contacted at (414) 302-8811 to request a preconstruction meeting on site. If approved by the engineer and the City of West Allis Forestry Division, tree roots may be sawed to facilitate construction of curb and gutter or sidewalk. Only the City of West Allis Forestry Division will repair damage caused to any street tree.

## 17. Notice to Contractor – Street Lighting Systems for the City of West Allis.

Work under this contract will include the removal, modification and installation of street lighting systems owned and operated by the City of West Allis. Perform all work according to the plans, specifications and as hereinafter noted.

## Existing Street Lighting Circuits – Warning – Electrocution Hazard:

The City of West Allis has multiple street lighting circuits along National Avenue; and crossing National Avenue, within the project area. Much of the existing street lighting circuits are high voltage series type circuits. By proposing to do the work the electrical subcontractor acknowledges that he is professionally knowledgeable of the hazards inherent in series street lighting and that he will train his staff as to the appropriate safety procedures for working around series wiring and other portions of the system.

The City of West Allis Electrical Division staff contact for purposes of this project shall be Dave Young at (414) 302-8876 or (414) 477-0964 cell. Carefully read and consistently abide by the following coordination requirements in order to safely work within areas of existing series street lighting circuits:

- Schedule and attend an initial project meeting prior to any work taking place, electrical or otherwise. The City of West Allis will provide contact information for city staff, electrical system maps and other information as needed. Two weeks' notice in advance of this meeting is required.
- Coordinate with the city in advance of making any side street lighting circuit connections as shown on the plans. New conduit installed by bore shall be in place in stage one prior to disrupting any lighting circuits.
- Coordinate with the city in advance of removing any existing street lights or pull boxes as shown on the plans. The intent is to maintain the existing street lighting in operation as long as possible. Some minor temporary connections and modifications to the existing street lighting system may be made by the City of West Allis if it is determined necessary. One-week notice in advance of removing any existing street lights or pull boxes is required.
- Coordinate with the city in advance of removing any existing curb and gutter or sidewalk as shown on the plans. The existing electrical wiring is buried at a relatively shallow depth just behind the curb in most locations along West National Avenue. The removal of the curb and gutter and sidewalk is likely to result in damage to the existing wiring and potentially exposure to high voltage wiring. The City of West Allis will de-energize any circuit which will be exposed by roadway removal work. One-week notice in advance of removing any existing curb and gutter or sidewalk is required.

## Work Performed by Others:

The City of West Allis will perform the following tasks in coordination with the proposed street lighting work on the project.

- Inspect all wiring terminations prior to energizing the system.
- Install pole plaques after pole installation is complete.

## Modifications to the Standard Specifications:

Append standard spec 651 with the following:

The department will allow inspection of street light installations by the City of West Allis.

Append standard spec 651 with the following:

Notwithstanding any other provision, poles, arms, and concrete bases shall be dimensioned and furnished to fit each other and to work together as one complete system.

Add the following to standard spec 655.3.1(1):

Wet location splices disallowed.

## 18. Notice to Contractor – Taped Cable Splices.

Splices shall be a taped splice as described below. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is required.

The rubber tape should meet the requirements of ASTM D 4388 and the plastic tape should comply with Mil Spec. MIL-I-24391or Fed. Spec. A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits designed for the application.

Connections of cable conductors shall be made using crimp connectors utilizing a crimping tool designed to make a complete crimp before the tool can be removed. All splices and terminations shall be made according to the manufacturer's recommendations and listings.

A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and the jacket allowing for bare conductor o proper length to fit compression sleeve connector with 1/4 inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for the cable size and type. Do not use emery paper on spicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Don not use solvents. Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by elongating the tape, stretching it just short of its breaking point. Throughout the rest of the splice, less tension should be used. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with the ends tapered a distance approximately 1 inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required. Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminates prior to application.

Taped splices shall be incidental to the cable installation. This includes all materials, tools, and labor to make a complete and working splice.

## 19. Notice to Contractor – Storm Sewer Manhole & Catch Basin Cover Installations.

These requirements apply to the installation of all storm sewer manhole and catch basin/inlet covers.

## Surface Requirements

The contractor shall set the frames, grates and lids accurately, so the complete installation is at the correct elevation required to fit the adjoining surfaces. The frames shall be set in pavement areas so that they comply with the following surface requirements. Place a 6-foot straightedge over the centerline of each frame parallel to the direction of traffic at the completion of the paving. Make a measurement at each side of the frame and average the 2 measurements. If this average is greater than 5/8 inch, reset the frame to the correct plane and elevation. If this average is 5/8 inch or less but greater than 3/8 inch, the city will allow the frame to remain in place but shall pay only 50 percent of the contract unit price for adjusting catch basin or manhole frames. If the frame is higher than the adjacent pavement, then make the 2 measurements at each end of the straightedge and average them.

## **Repudiation of Past Practice**

Observations of manhole and catch basin structures of various ages have disclosed numerous cases where the frames have settled below the adjacent pavement or gutter, and investigation has revealed the materials used to support and adjust the frame have deteriorated to the extent that such materials could either be removed by hand or had already fallen into the structure. Such conditions are the result, at least in part, of the improper methods used in setting or adjusting the frames when they were installed. In the past, frames were often temporarily supported on a variety of shims or wedges while the adjacent concrete was being placed. Later, a cosmetic layer of mortar was applied from the inside of the structure with little, if any, mortar getting under the flange of the casting. This practice of adjusting the masonry structure to near the final grade, supporting the frames on small wedges while placing the adjacent concrete, then later attempting to force mortar under the flange, has proven unsatisfactory and will not be permitted.

The practice of boxing out frames and then placing adjacent concrete promotes random cracking and will not be permitted. The following construction practices will be required:

a. Whenever possible, the frames shall be adjusted and set to grade on a full bed of mortar in advance of the paving operation or curb and gutter placement (except on asphalt pavement and asphalt resurfacing projects where the manhole frames shall only be adjusted after the lower layer of hot mix asphalt pavement is completed).

- b. In the case of catch basin frames where slip-form methods of curb and gutter placement are utilized, the frames can be preset approximately 1 inch low, the curb box removed, and the slip-form operation run continuously through the inlet location. Later, the curb section can be shoveled out, the curb box replaced, and the concrete patched in by hand on either side. The gutter section can be worked down to the frame elevation within a short distance on either side of the catch basin.
- c. In the case of a manhole frame in the pavement (slip-form operation), or any other case where the fixture cannot be set prior to the placement of the adjacent concrete, the structure should be covered with a temporary cover such as a steel plate, the location carefully noted, and the concrete placed over the structure. When the paving operation has passed, the concrete over the structure can be shoveled out, the plate removed, and the frame placed and supported on the masonry structure in such a way that an opening exists between the top of the masonry structure and the bottom of the casting flange. The subgrade around the structure should be sloped down to the top of the masonry structure on about a two-to-one slope to allow concrete to flow into the opening under the flange. A form must be placed inside the structure to retain the concrete. As the concrete is placed adjacent to the frame, it should be carefully spaded and vibrated to force it under the flange. All remaining voids are to be pressure grouted with no shrink grout before opening the highway to traffic. Curing usually is not required for brick or concrete block masonry; however, the curing requirements are necessary when the manhole or inlet is constructed with concrete masonry.

An inspection will be made of the interior of all manholes and catch basins before final acceptance. The contractor should fill any voids between the flange and the top of the structure. Prior to final inspection and acceptance, all new, reconstructed or existing storm sewers, catch basins, manholes or other drainage structures are to be cleaned by the general contractor of debris that has accumulated as a result of work operations under the contract.

## 20. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

## 21. 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 7:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

## 22. Weekly Coordination Meeting.

The contractor shall arrange and conduct weekly meetings between the department, local officials, utilities and subcontractors to discuss the project schedule of operations, traffic control, erosion control and any unresolved conflicts. The first meeting shall be held prior to the start of work under this contract.

## 23. Abandoning Sewer, Item 204.0291.S.

## A Description

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

## **B** Materials

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

## **C** Construction

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

## **D** Measurement

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

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

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

## 24. Removing Signal Pole and Concrete Base, Item 204.9060.S.01.

## **A** Description

This special provision describes removing existing signal pole and concrete base according to the pertinent provisions of standard spec 204 and as hereinafter provided.

- **B** (Vacant)
- C (Vacant)

## **D** Measurement

The department will measure Removing Signal Pole and Concrete Base in each, acceptably completed. Signal Pole and accompanying base shall be considered one unit for removal purposes.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Signal Pole and Concrete Base	EACH

stp-204-025 (20150630)

## 25. Removing City Bicycle Rack, Item 204.9060.S.02.

## **A** Description

This special provision describes removing city-owned bicycle racks according to the pertinent provisions of standard spec 204 and as hereinafter provided. Salvage bicycle racks and deliver to West Allis City Yard, 6300 West McGeoch Avenue. Contact David Wepking, Assistant Director of Public Works, at (414) 302-8832 to coordinate delivery.

- **B** (Vacant)
- C (Vacant)

## **D** Measurement

The department will measure Removing Concrete Steps in square feet, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing City Bicycle Rack	EACH

stp-204-025 (20150630)

## 26. Removing Concrete Steps, Item 204.9165.S.01.

## **A** Description

This special provision describes removing Concrete Steps according to the pertinent provisions of standard spec 204 and as hereinafter provided.

#### B (Vacant)

C (Vacant)

## **D** Measurement

The department will measure Removing Concrete Steps in square feet, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9165.S.01	Removing Concrete Steps	SF

stp-204-025 (20150630)

## 27. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.

## **A** Description

## A.1 General

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility. The closest DNR approved bioremediation facilities are:

Waste Management Metro Landfill 10712 South 124<sup>th</sup> Street Franklin, WI 53132 (414) 529-6180

Advanced Disposal Emerald Park Landfill W124 S10629 124<sup>th</sup> Street Muskego, WI 53150 (414) 529-1360

Waste Management Orchard Ridge Landfill W124 N9355 Boundary Road Menomonee Falls, WI (262) 509-5629 Perform this work conforming to standard spec 205 and Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

## A.2 Notice to the Contractor – Contaminated Soil Locations

The department 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 location where excavation is required, as shown on the plans:

 W. National Ave. Station 60+80 to 61+90 from reference line to project limits right, from 2.5' below ground surface (bgs) to maximum depth of excavation. Soil contains petroleum volatile organic compounds (PVOCs) and must be managed. Approximately 220 cubic yards (approximately 374 tons at an estimated 1.7 tons per cubic yard) or soil will be excavated from this location.

Directly load soil excavated by the project at the above location into trucks that will transport the soil to a WDNR-licensed landfill facility for bioremediation/disposal.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. If dewatering is required at the above location, conduct the dewatering according to Section C below.

The excavation management plan for this project has been designed to minimize the offsite treatment or disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file with the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities near this project, contact:

Name:	Mr. Andrew Malsom
Address:	141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798
Phone:	(262) 548-6705
Fax:	(262) 548-6891
E-mail:	Andrew.Malsom@dot.wi.gov

## A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant:	O'Brien & Gere Engineers, Inc., Part of Ramboll (OBG)
Address:	234 W. Florida Street, Fifth Floor, Milwaukee, WI 53204
Contact:	Mr. Mark Walter, PE
Phone:	(414) -837-3563
Fax:	(414) 837-3608
E-mail:	Mark.Walter@obg.com

The role of the environmental consultant will be limited to:

- 1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
- 2. Identifying contaminated soils to be hauled to the bioremediation facility;
- 3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
- 4. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility.
- 5. Providing contractor with groundwater sampling results to facilitate contractor's coordination of approvals with the WDNR and/or the Milwaukee Metropolitan Sewerage District (MMSD) for groundwater management as discussed further below.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days before beginning excavation activities in each of the contaminated areas.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils and provide this information to the environmental consultant no later than 30 calendar days before beginning excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

## A.4 Health and Safety Requirements

## Add the following to standard spec 107.1:

During excavation activities, expect to encounter soil contaminated with PVOCs. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer before the start of work.

## B (Vacant)

## C Construction

## Add the following to standard spec 205.3:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the DNR approved bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Before transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

If dewatering is required in areas of known contamination, water generated from dewatering activities will likely contain PVOCs. Such water may be discharged to the storm sewer with WDNR approval (Wisconsin Pollution Discharge Elimination System [WPDES] General Permit No. WI-0046566-07-0), or to the sanitary sewer with MMSD approval. Such water may also be discharged at MMSD directly with MMSD approval. Contractor shall be responsible for obtaining necessary approvals for dewatering.

Contractor shall meet all applicable requirements of the WDNR and/or MMSD, including control of suspended solids. Perform all necessary monitoring to document compliance with requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the requirements.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping, drainage, and water storage equipment.

Notify the engineer of any dewatering activities and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

Costs associated with excavation dewatering in the contaminated areas are considered incidental to this pay item.

## D Measurement

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil, accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
205.0501.S	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils before transport, if necessary. Management and disposal of contaminated water is considered incidental to other bid items in the contract. The department will not pay directly for management and disposal/treatment of contaminated water.

stp-205-003 (20150630)

## 28. Concrete Pavement Joint Layout, Item 415.5110.S.

## A Description

This special provision describes providing a concrete pavement or concrete base joint layout design for intersections and marking the location of joints in the field

## **B** (Vacant)

## **C** Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer at least 7 calendar days before paving each intersection. Do not lay out joints until the engineer has reviewed the joint layout design. Mark the location of concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

## **D** Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit for all joint layout designs and marking 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
415.5110.S	Concrete Pavement Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.

The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

stp-415-020 (20170615)

## 29. Cover Plates Temporary, Item 611.8120.S.

## A Description

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

## **B** Materials

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

## C (Vacant)

## **D** Measurement

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

# E Payment

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

ITEM NUMBERDESCRIPTIONUNIT611.8120.SCover Plates TemporaryEACH

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

The steel plates shall become the property of the contractor when no longer needed in the contract work. stp-611-006 (20151210)

# 30. Fence Safety, Item 616.0700.S.

# A Description

This special provision describes providing plastic fence at locations the plans show.

# **B** Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)	
Roll Height:	4 feet	
Mesh Opening:	1 inch min to 3 inch max	
<b>Resin/Construction:</b>	High density polyethylene mesh	
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)	
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)	
Elongation at Break (%):	Greater than 100% (ASTM D638)	
Chemical Resistance:	Inert to most chemicals and acids	

## **C** Construction

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

## D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, 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
616.0700.S	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion. stp-616-030 (20160607)

# 31. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$600.00 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

The Plant Establishment Period identified under standard spec 632.3.18.1.1 shall be modified from a twoyear period to a one-year period.

# 32. Moving Signs Type II, Item 638.2102.

Append standard spec 638.3.2 to include the following:

(5) Remove all signs to be salvaged and reused on the project prior to removing and salvaging light poles. The contractor is responsible for the safe storage of signs during construction.

(6) Provide new mounting hardware (bands) with a black finish for existing signs being moved to new sign poles, light poles or signal poles.

# 33. Removing Signs Type II.

Perform this work according to standard spec 638 and as hereinafter provided.

Remove and stockpile at a location within the right-of-way, outside of the construction limits, all salvageable signs and post for salvaging by the City of West Allis. The contractor shall contact Peter Daniels, City Engineer at (414) 302-8374 three days prior to removal.

# 34. Optimized Aggregate Gradation Incentive, Item 715.0710.

#### Description

This special provision describes optional contractor optimized aggregate gradation, optional optimized mixture designs, and associated additional requirements for class 1 concrete used in concrete pavements. Conform to standard specification part 7 and as follows:

## **Optimized Aggregate Gradation**

Replace standard spec 715.2.2 with the following:

A Job Mix Formula (JMF) contains all of the following:

Proportions for each aggregate fraction conforming to table 1.

Individual gradations for each aggregate fraction.

Composite gradation of the combined aggregates including working ranges on each sieve according to Table 2.

Submit the target JMF and aggregate production gradation test results to the engineer for review 10 business days before initial concrete placement.

SIEVE SIZES	PERCENT RETAINED
2 in.	0
1 1/2 in.	≤5
1 in.	<u>&lt;</u> 16
3/4 in.	<u>&lt;</u> 20
1/2 in.	4-20
3/8 in.	4-20
No. 4	4-20
No. 8 <sup>[1]</sup>	<u>&lt;</u> 12
No. 16 <sup>[1]</sup>	<u>&lt;</u> 12
No. 30 <sup>[1] [2]</sup>	4-20
No. 50 <sup>[2]</sup>	4-20
No. 100 <sup>[2]</sup>	≤10
No. 200 <sup>[2]</sup>	≤2.3
<sup>[1]</sup> Minimum of 15% retained	l on the sum of the #8, #16, and #30 sieves.

#### **TABLE 1 TARANTULA CURVE GRADATION BAND**

Minimum of 15% retained on the sum of the #8, #16, and #30 sieves.

Conform to 24-34% retained of fine sand on the #30-200 sieves.

SIEVE SIZES	WORKING RANGE <sup>[1]</sup> (PERCENT)
2 in.	+/- 5
1 1/2 in.	+/- 5
1 in.	+/- 5
3/4 in.	+/- 5
1/2 in.	+/- 5
3/8 in.	+/- 5
No. 4	+/- 5
No. 8	+/- 4
No. 16	+/- 4
No. 30	+/- 4
No. 50	+/- 3
No. 100	+/- 2
No. 200	≤ 2.3
<sup>[1]</sup> Working range limits of compo	site gradation based on moving average o

#### **TABLE 2 JMF WORKING RANGE**

Working range limits of composite gradation based on moving average of 4 tests.

#### Replace standard spec 710.5.6 with the following:

[2]

Determine the complete gradation, including P200, using a washed analysis for both fine and coarse aggregates. Test each stockpile for each component aggregate once per 1,500 cubic yards during concrete production.

Take samples by one of the following sampling methods:

- 1. At the belt leading to the weigh hopper.
- 2. Working face of the stock piles at the concrete plant if approved by the engineer.

The department will take independent QV samples using the same sampling method the contractor uses for QC sampling. QV samples may be taken by the contractor's QC personnel if witnessed by the department's QV personnel. The department will split each QV sample and retain half for all dispute

resolutions. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

If, during concrete production, the moving average of four for any sieve fall outside the allowable JMF working range do the following:

- 1. Notify the engineer of the test results within 1 business day from the time of sampling.
- 2. Make immediate adjustments to the JMF, within the limits specified in Table 3;
- 3. Review JMF adjustments with the engineer. Both the contractor and engineer will sign the adjusted JMF if the adjustments comply with Table 3.
- 4. If the moving average of four falls outside the adjusted allowable working range, stop production and provide a new mix design including JMF to the engineer.

SIEVE SIZES	ALLOWABLE ADJUSTMENT (PERCENT)
>= No. 4	+/- 5
No. 8 – No. 30	+/- 4
No. 50	+/- 3
No. 100	+/- 2

#### TABLE 3 ALLOWABLE JMF ADJUSTMENTS

#### **Dispute Resolution**

The department will resolve disputes as specified in standard spec 106.3.4.3.5 using QV split samples.

#### Sublot and Lot Size

A sublot consists of up to 1,500 cubic yards. A lot consists of two sublots.

#### **Optimized Concrete Mixtures**

The contractor may use a reduced cementitious content for concrete pavement placed if the contractor does the following:

- 1. Use an optimized aggregate gradation as defined in this special provision.
- 2. Conform to the additional testing requirements for flexural strength as specified in the contract special provisions.
- 3. Submit aggregate gradation result records no more than 2 years old when developing the mix design.
- 4. Determine the volume of voids in the optimized aggregates using ASTM C29.
- 5. Download and follow the instructions tab of the Optimized Gradation and Mix Design Spreadsheet located at:

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

6. Design an appropriate paste content based upon the Performance-based PCC Mix Design Guide located at:

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

- 7. Provide a minimum Vpaste/Vvoids of 1.25. (Paste/Void ratio equals the volume of paste divided by the volume of voids.).
- 8. Evaluate workability of trial batches by following section 6.8 of AASHTO Draft Performance Engineered Concrete Pavement Mixtures Specifications located at:

#### https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/qmp/default.aspx

- 9. Submit trial batch workability results when submitting the mix design.
- 10. Submit the CP Tech center computer spreadsheet concrete mix design to the engineer for review at least 3 business days before producing concrete.
- 11. Provide a minimum cement content of 520 pounds per cubic yard, except if using type I, IL, or III cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.
- 12. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for cement. For binary mixes use up to 30% fly ash or slag. For ternary mixes use up to 30% fly ash plus slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
- 13. See CMM 8-70.2.2.3 for additional guidance.

## Measurement

The department will measure Optimized Aggregate Gradation Incentive by the dollar, for each combined averaged lot of QC test results meeting Table 1.

#### Payment

The department will pay incentive of 3 percent of the contract unit price for concrete pavement under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
715.0710	Optimized Aggregate Gradation Incentive	DOL
stp-715-005 (2018111	9)	

## 35. Flexural Strength for Concrete Mix Design.

This special provision describes optional testing requirements for flexural strength during the mix design process. Conform to standard spec part 7 as modified in this special provision.

#### Add the following to standard spec table 701-2:

TEST	TEST STANDARD
Flexural Strength of Concrete	AASHTO T97

Replace 715.2.3.1(1) with the following:

- (1) Provide both compressive and flexural strength information to demonstrate the strength of the proposed mix design. Use either laboratory strength data for new mixes or field strength data for established mixes as follows:
  - 1. Use at least 5 pairs of cylinders for compressive strength. Demonstrate that the 28-day compressive strength will equal or exceed the 85 percent within limits criterion specified in 715.5.2.
  - 2. Use at least 5 pairs of beams for flexural strength. Demonstrate that the 28-day flexural strength will equal or exceed 650 psi.

stp-715-010 (20170615)

## 36. Incentive IRI Ride, Item 740.0040.

Append standard spec 740.1.1 to include the following:

Incentive IRI Ride is waved on this project.

## 37. Backfill For Plant Beds – 24 Inch Depth, Item SPV.0035. 01.

#### A Description

This special provision describes furnishing and installing Plant Bed Backfill, 24-Inch Depth as shown on the plans, and as hereinafter provided. Construction work includes the excavation and removal of existing material and placement of new plant bed backfill mix.

#### **B** Materials

Plant Bed Backfill, 24-Inch Depth shall be a blended mix consisting of the following ingredients and ratios:

70% topsoil as defined in standard spec 625.2 (1).

30% compost as defined in standard spec 632.2.

Provide fertilizer at levels for trees, shrubs and perennial plants as recommended by soil analysis.

Plant Bed Backfill, 24-Inch Depth shall be free of debris, rocks larger than ½-inch and having a pH range of 5.5 to 6.5 and an organic material content of 5% min. and 25% max.

Product Data: Submit data on topsoil and compost used in Plant Bed Backfill – 24-Inch Depth to engineer, for approval prior to construction.

# **C** Construction

The installation of the Plant Bed Backfill – 24-Inch Depth shall be according to the plans and details. After excavation and removal of existing soils from the site, install backfill to a minimum depth of 24-inches, but not less than required to meet finish grades after natural settlement. Scarify subgrade and thoroughly blend backfill off-site before spreading. Do not spread if planting soil or subgrade is frozen, muddy or excessively wet. Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges and fill depressions to meet finish grades.

## **D** Measurement

The department will measure Plant Bed Backfill – 24-Inch Depth by the cubic yard, 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.0035.01	Backfill for Plant Beds – 24-Inch Depth	CY

Payment is full compensation for excavation and removal of existing soils; furnishing and delivering all backfill for plant beds.

# 38. Backfill for Street Trees, Item SPV.0035.02.

## **A** Description

This special provision describes furnishing and installing Backfill for Street Trees as shown on the plans, and as hereinafter provided.

#### **B** Materials

Backfill for Street Trees shall be a heavy brown loam soil, rich in humus and nutrients and capable of supporting healthy plant growth. Backfill to be free of debris, clumps, gravel, rocks larger than ½-inch and shall have a pH range of 5.5 to 6.5 and an organic matter content of 5% minimum and 25% maximum.

Provide fertilizer at levels for street trees as recommended by soil analysis.

#### **C** Construction

The installation of Backfill for Street Trees shall be according to the plans and details. Install backfill to a depth shown on plans but not less than required to meet finish grades after natural settlement. Thoroughly blend backfill off-site before spreading. Do not spread if planting soil or subgrade is frozen, muddy or excessively wet. Grade tree planting pits to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges and fill depressions to meet finish grades.

#### **D** Measurement

The department will measure Backfill for Street Trees by the cubic yard, 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.0035.02	Backfill for Street Trees	CY

Payment is full compensation for furnishing and delivering all backfill for street trees.

# 39. Structural Soil at Street Trees, Item SPV.0035.03.

## **A** Description

This section describes furnishing and installing structural soil backfill material capable of providing adequate support for paving and being suitable for promoting tree and shrub growth as shown on the plans, and as hereinafter provided. Construction work includes the excavation and removal of existing material from job site and placement of the new structural soil backfill material.

# **B** Materials

A uniformly blended urban tree mixture of crushed stone, clay loam and Hydrogel Tackifier, as produced by a qualified soil blending company, mixed in the following proportion:

<u>Material</u>	Unit of Weight
specified crushed Stone	100 units dry weight
specified clay loam	20 – 25 units (to achieve minimum CBR of 50)
Hydrogel Tackifier	0.035 units dry weight
	ASTM D698/AASHTO T-99 optimum moisture

## Clay Loam

Soil to produce Structural Soil shall be a "loam" with a minimum clay content of 20% or a "clay loam" based on the "USDA classification system" as determined by mechanical analysis (ASTM D-422) and it shall be of uniform composition, without admixture of subsoil. It shall be free of stones, lumps, plants and their roots, debris and other extraneous matter. It shall not contain toxic substances harmful to plant growth. Clay loam shall contain not less than 2% or more than 6% organic matter as determined by the loss on ignition of oven-dried samples. Test samples shall be oven-dried to a constant weight at a temperature of 230 degrees F., plus or minus 9 degrees.

Mechanical analysis for the loam or clay loam shall be as follows:

Textural Class	% of Total Weight
Gravel	less than 5%
Sand	20-50%
Silt	20-45%
Clay	20-40%

Chemical analysis: Meet, or be amended to meet the following criteria:

- 1. pH between 5.5 to 6.5 when using limestone, up to 7.2 when using granite or other non-limestone crushed stone.
- 2. Percent organic matter 2% 6% by dry weight
- 3. Adequate nutrient levels
- 4. Soluble salt less than 1.0 mmho/cm
- 5. Cation Exchange Capacity (CEC) greater than 10
- 6. Carbon/Nitrogen ratio less than 33:1

Loam or clay loam shall not come from USDA - classified prime farmland.

#### Crushed Stone

Crushed Stone shall be WISDOT certified crushed stone.

The size of the crushed stone shall be 0.75 inches to 1.5 inches allowing for up to 10% being greater than 1.5 inches, and up to 10% less than 0.75 inches.

Acceptable aggregate dimensions will not exceed 2.5:1.0 for any two dimensions.

Minimum 90% with two or more fractured faces.

Results of Aggregate Soundness Loss test shall not exceed 18%.

Losses from LA Abrasion tests shall not exceed 40%.

#### Hydrogel

Hydrogel shall be a coated potassium propenoate-propenamide copolymer (Gelscape<sup>®</sup> Hydrogel Tackifier) as manufactured by Amereq, Inc.

Or one of the following per written approval by engineer:

JRM Chemical Inc. - Soilmoist; http://www.soilmoist.com/; (800) 962-4010

Aquatrols Corporation – Supersorb; http://aquatrols.com/; (800) 257-7797.

Other approved equal.

## Fertilizer (if needed)

Should nutrient analysis suggest that the loam or clay loam need additional nutrients, it shall be amended by the licensed structural soil producer.

## <u>Sulfur</u>

Sulfur shall be commercial granular, 96 percent pure sulfur, delivered in containers with name of manufacturer, material, and analysis appearing on container.

Sulfur used to lower soil pH shall be ferrous sulfate formulation.

Application rates shall be dependent on soil test results.

## <u>Lime</u>

Agricultural limestone containing a minimum of 85 percent carbonates.

Application rates shall be dependent on soil test results.

## Water

Installing contractor shall be responsible to furnish his own supply of water, free of impurities, to site at no extra cost. Work injured or damaged due to lack of water, or use of too much water, shall be contractor's responsibility to correct. Water shall be free from impurities injurious to vegetation.

#### Qualifications

Structural Soil Producer: Company specializing in blending and production of Structural Soils as specified in this section with minimum of ten years documented experience.

Structural Soil Contractor: Contractor must have a minimum of 5 years of documented, successful structural soil experience on projects of similar magnitude and complexity to that of this project. Failure to prequalify will void bid.

## **B.1 References and Standards:**

The following references are used herein and shall mean:

ASTM: American Society of Testing Materials

USDA: United States Department of Agriculture

AASHTO: American Association of State Highway and Transportation Officials

Standard Specifications: Regional or Municipal Standard Specifications Documentation for the location of proposed usage

AOAC: Association of Official Agricultural Chemists

#### **B.2 Samples and Submittals**

No materials shall be ordered until the required samples, certificates, manufacturer's literature, producer's current license and test results have been reviewed and approved by the engineer. The engineer reserves the right to reject any material that does not meet specifications. Delivered materials shall closely match the approved samples.

- A. Contractor to submit from licensed from qualified structural soil producer, <sup>1</sup>/<sub>2</sub> cubic foot representative sample of clay loam, one cubic foot representative sample of crushed stone, and one cubic foot representative sample of Structural Soil mix for approval. In the event of multiple source fields for clay loam, submit a minimum of one set of samples per source field or stockpile. The samples of all clay loam, crushed stone, and Structural Soil shall be submitted to the engineer as a record of the soil color and texture.
- B. Contractor to submit from qualified structural soil producer, soil test analysis reports for sample of clay loam from an independent soil-testing laboratory. (soil testing laboratory may include a public agricultural extension service agency)
  - 1. Submit a mechanical analysis of the clay loam sample and particle size analysis including the following gradient of mineral content:

USDA Designation Size	<u>e in mm.</u>
Gravel +2 r	nm
Sand 0.05	5 – 2 mm
Silt 0.00	)2-0.05 mm
Clay min	us 0.002 mm

Sieve analysis shall be performed and compared to USDA Soil Classification System.

Sieve analysis shall be done by a combined hydrometer and wet sieving using sodium hexametaphosphate as a dispersant in compliance with ASTM D422 after destruction of organic matter by hydrogen peroxide.

- 2. Contractor to submit from qualified structural soil producer, a chemical analysis, performed according to current AOAC Standards, including the following:
  - a. pH and buffer pH.
  - b. Percent organic matter as determined by the loss of ignition of oven dried samples. Test samples shall be oven dried to a constant weight at a temperature of 230 degrees F, plus or minus 9 degrees.
  - c. Analysis for nutrient levels by parts per million.
  - d. Soluble salt by electrical conductivity of a 1:2 soil/water sample measured in Milliohm per cm.
  - e. Cation Exchange Capacity (CEC).
  - f. Carbon/Nitrogen Ratio.
- C. Contractor to submit from qualified structural soil producer, one cubic foot sample of crushed stone which will be used in production of Structural Soil.
  - 1. Provide particle size analysis:

USDA Designation		<u>Size in mm</u> .
a.	3"	+76 mm
b.	<b>2</b> <sup>1</sup> / <sub>2</sub> "	63-76 mm
C.	2"	50-63 mm
d.	1 <sup>1</sup> / <sub>2</sub> "	37-50 mm
e.	1"	25-37 mm
f.	3/4"	19-25 mm

- D. Fine gravel 2-19 mm
  - 1. Provide the manufacturers analysis of the loose and rodded unit weight.
  - 2. Losses from LA Abrasion tests- not to exceed 40%.
  - 3. Minimum 90% with 2 or more fractured faces
  - 4. Percent pore space analysis

- E. The sample of Structural Soil shall be tested for the following:
  - 1. Compaction according to ASTM D698/AASHTO T99 without removing oversize aggregate.
  - 2. California Bearing Ratio according to ASTM D1883- soaked CBR shall equal or exceed a value of 50.
  - 3. Measured dry-weight percentage of stone in the mixture.
- F. The approved Structural Soil sample shall be the standard.
- G. Any deviation from the specified crushed stone and clay loam specifications shall be approved by engineer.

## **B.3 Delivery Storage and Handling**

Delivered Structural Soil shall be at or near optimum compaction moisture content as determined by AASHTO T 99 (ASTM D 698) and should not be placed in frozen, wet or muddy sites.

Protect Structural Soil from exposure to excess water and from erosion at all times. Do not store Structural Soil unprotected. Do not allow excess water to enter site prior to compaction. If water is introduced into the Structural Soil after grading, allow water to drain to optimum compaction moisture content.

## **B.4 Examination of Conditions**

All areas to receive Structural Soil shall be inspected by the installing contractor before starting work and all defects such as incorrect grading, compaction, and inadequate drainage shall be reported to the engineer prior to beginning this work.

## **B.5 Quality Assurance**

Qualifications of installing contractor: The work of this section should be performed by a contracting firm which has a minimum of five years' experience. Proof of this experience shall be submitted as per paragraph, SAMPLES and SUBMITTALS, of this section.

## **C** Construction

## C.1 Structural Soil Mixing and Quality Control Testing

All Structural Soil mixing shall be performed at the qualified producer's yard using appropriate soil measuring, mixing and shredding equipment of sufficient capacity and capability to assure proper quality control and consistent mix ratios. No mixing of Structural Soil at the project site shall be permitted.

Maintain adequate moisture content during the mixing process. Soils and mix components shall easily shred and break down without clumping. Soil clods shall easily break down into a fine crumbly texture. Soils shall not be overly wet or dry. The licensed producer shall measure and monitor the amount of soil moisture at the mixing site periodically during the mixing process.

Raw materials shall be mixed off-site, only at the licensed producer's facility, on a flat asphalt or concrete paved surface to avoid soil contamination.

Should the independent laboratory test results of the clay loam reveal a need to amend it to meet specifications, the amending materials should be added to the clay loam following the rates and recommendations provided by Amereq,Inc.

#### C.2 Underground Utilities and Subsurface Conditions

The installing contractor shall notify the engineer of any subsurface conditions which will affect the contractor's ability to install the Structural Soil.

The installing contractor shall locate and confirm the location of all underground utility lines and structures prior to the start of any excavation.

The installing contractor shall repair any underground utilities or foundations damaged during the progress of this work.

#### C.3 Site Preparation

Do not proceed with the installation of the Structural Soil material until all walls, curb footings and utility work in the area have been installed. For site elements dependent on Structural Soil for foundation support, postpone installation of such elements until immediately after the installation of Structural Soil.

Install subsurface drain lines as shown on the plan drawings prior to installation of Structural Soil material.

Excavate and compact the proposed subgrade to depths, slopes and widths as shown on the drawings. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not over excavate compacted subgrades of adjacent pavement or structures.

Confirm that the subgrade is at the proper elevation and compacted as required. Subgrade elevations shall slope parallel to the finished grade and/or toward the subsurface drain lines as shown on the drawings.

Clear the excavation of all construction debris, trash, rubble and any foreign material. In the event that fuels, oils, concrete washout silts or other material harmful to plants have been spilled into the subgrade material, excavate the soil sufficiently to remove the harmful material. Fill any over excavation with approved fill and compact to the required subgrade compaction.

Do not proceed with the installation of Structural Soil until all utility work in the area has been installed. All subsurface drainage systems shall be operational prior to installation of Structural Soil.

Protect adjacent walls, walks and utilities from damage. Use ½" plywood and/or plastic sheeting as directed to cover existing concrete, metal and masonry work and other items as directed during the progress of the work.

- 1. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- 2. Any damage to the paving or architectural work caused by the installing contractor shall be repaired, as directed by the engineer.

Maintain all silt and sediment control devices required by applicable regulations. Provide adequate methods to assure that trucks and other equipment do not track soil from the site onto adjacent property and the public right-of-way.

#### C.4 Installation of Structural Soil Material

Install Structural Soil in 6-inch lifts and compact each lift.

Compact all materials to at least 95% Proctor Density from a standard compaction curve AASHTO T 99 (ASTM D 698). No compaction shall occur when moisture content exceeds maximum as listed herein. Delay compaction if moisture content exceeds maximum allowable and protect Structural Soil during delays in compaction with plastic or plywood as directed by the engineer.

Bring Structural Soil to finished grades as shown on the drawings. Immediately protect the Structural Soil from contamination by toxic materials, trash, debris, water containing cement, clay, silt or materials that will alter the particle size distribution of the mix with plastic or plywood as directed by the engineer.

The engineer may periodically check the material being delivered, prior to installation for color and texture consistency with the approved sample provided by the installing contractor as part of the submittal for Structural Soil. If the engineer determines that the delivered Structural Soil varies significantly from the approved samples, the engineer shall contact the licensed producer.

Engineer shall ensure that the delivered structural soil was produced by the approved Structural Soil supplier by inspecting weight tickets showing source of material.

Structural Soil should not be stockpiled long-term. Any Structural Soil not installed immediately should be protected by a tarp or other waterproof covering.

#### C.5 Fine Grading

After the initial placement and rough grading of the Structural Soil but prior to the start of fine grading, the installing contractor shall request review of the rough grading by the engineer. The installing contractor shall set sufficient grade stakes for checking the finished grades.

Adjust the finish grades to meet field conditions as directed.

Provide smooth transitions between slopes of different gradients and direction.

Fill all dips with Structural Soil and remove any bumps in the overall plane of the slope.

The tolerance for dips and bumps in Structural Soil areas shall be a 3" deviation from the plane in 10'.

All fine grading shall be inspected and approved by the engineer prior to the installation of other items to be placed on the Structural Soil.

The engineer will inspect the work upon the request of the installing contractor. Request for inspection shall be received by the engineer at least 10 days before the anticipated date of inspection.

## C.6 Acceptance Standards

The engineer will inspect the work upon the request of the installing contractor. Request for inspection shall be received by the engineer at least 10 days before the anticipated date of inspection.

## C.7 Clean-Up

Upon completion of the Structural Soil installation operations, clean areas within the contract limits. Remove all excess fills, soils and mix stockpiles and legally dispose of all waste materials, trash and debris. Remove all tools and equipment and provide a clean, clear site. Sweep, do not wash, all paving and other exposed surfaces of dirt and mud until the paving has been installed over the Structural Soil material. Do no washing until finished materials covering Structural Soil material are in place.

#### **D** Measurement

The department will measure Structural Soil At Street Trees by cubic yard of material furnished, placed, and compacted in an acceptable manner. No separate measurement will be made for excavation necessary to accommodate structural soil fill.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.03	Structural Soil At Street Trees	CY

Payment is full compensation for furnishing and delivering all Structural Soil Backfill for Street Trees; and for all labor, tools, equipment, samples, filter fabric, contractor submittals, testing and incidentals necessary to complete the contract work.

## 40. Internal Sanitary Manhole Seal, Item SPV.0060.01.

#### A Description

This special provision describes the installation of Internal Sanitary Manhole Seals.

#### **B** Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Supply internal sanitary manhole seals manufactured by Cretex.

## C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum.

Install seals in all sanitary manholes upon completion of the pavement.

#### **D** Measurement

The department will measure Internal Sanitary Manhole Seal by each seal, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Internal Sanitary Manhole Seal	EACH

Payment is full compensation for furnishing and installing all materials necessary to complete the contract work.

# 41. Adjust Sanitary Manhole, Item SPV.0060.02.

## A Description

Work under this item includes the adjustment of existing sanitary manholes with new frame and lid to match the proposed finish grade. This work shall be performed according to the requirements of standard spec 611 except as herein modified.

## **B** Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Supply new frames for all manholes that require adjustment. Supply Neenah Type R-1661-0009 (Heavy Duty Frame) with Neenah Type 1661-0010 (Heavy Duty Solid Gasketed Lid). The existing manhole frames shall be removed from the manholes and returned to the Department of Public Works yard by the contractor. Contact the city inspector at (414) 302-8360 to coordinate delivery of existing frames.

## **C** Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum.

Remove the existing sanitary manhole frame, adjust the top of the existing masonry structure, and install the frame.

#### Surface Requirements.

Set the frames and lids accurately, so the complete installation is at the correct elevation required to fit the adjoining surfaces. The frames shall be set in pavement areas so that they comply with the following surface requirements. Place a 6-foot straightedge over the centerline of each frame parallel to the direction of traffic at the completion of the paving. Make a measurement at each side of the frame and average the 2 measurements. If this average is greater than 5/8 inch, reset the frame to the correct plane and elevation. If this average is 5/8 inch or less but greater than 3/8 inch, the city will allow the frame to remain in place but shall pay only 50 percent of the contract unit price for adjusting sanitary manhole frames. If the frame is higher than the adjacent pavement, then make the two measurements at each end of the straightedge and average them.

#### Repudiation of Past Practice.

Observations of manhole structures of various ages have disclosed numerous cases where the covers have settled below the adjacent pavement, and investigation has revealed the materials used to support and adjust the cover have deteriorated to the extent that such materials could either be removed by hand or had already fallen into the structure. Such conditions are the result, at least in part, of the improper methods used in setting or adjusting the covers when they were installed. In the past, covers were often temporarily supported on a variety of shims or wedges while the adjacent concrete was being placed. Later, a cosmetic layer of mortar was applied from the inside of the structure with little, if any, mortar getting under the flange of the frame. This practice of adjusting the masonry structure to near the final grade, supporting the covers on small wedges while placing the adjacent concrete, then later attempting to force mortar under the flange, has proven unsatisfactory and will **not be permitted**.

The practice of boxing out covers and then placing adjacent concrete promotes random cracking and will not be permitted. The following construction practices will be required:

Whenever possible, the covers should be adjusted and set to grade on a full bed of mortar in advance of the paving operation (except on asphalt pavement and asphalt resurfacing projects where the manhole frames shall only be adjusted after the lower layer of hot mix asphalt pavement is completed).

In the case of a manhole cover in the pavement (slip-form operation), or any other case where the fixture cannot be set prior to the placement of the adjacent concrete, the structure should be covered with a temporary cover such as a steel plate, the location carefully noted, and the concrete placed over the structure. When the paving operation has passed, the concrete over the structure can be shoveled out, the plate removed, and the cover placed and supported on the masonry structure in such a way that an opening exists between the top of the masonry structure and the bottom of the frame flange. The subgrade around the structure should be sloped down to the top of the masonry structure on about a two-to-one slope to allow concrete to flow into the opening under the flange. A form must be placed inside the structure to retain the concrete. As the concrete is placed adjacent to the cover, it should be carefully spaded and vibrated to force it under the flange. All remaining voids are to be pressure grouted with no

shrink grout before opening the highway to traffic. Curing usually is not required for brick or concrete block masonry; however, the curing requirements are necessary when the manhole or inlet is constructed with concrete masonry.

An inspection will be made of the interior of all sanitary manholes before final acceptance. The contractor should fill any voids between the flange and the top of the structure. Prior to final inspection and acceptance, all new, reconstructed or existing sanitary manholes are to be cleaned by the general contractor of debris that has accumulated as a result of work operations under the contract.

This special provision supersedes Chapter 2.2.12: "Adjusting Utility Frames" of the Standard Specifications for Street Construction.

To prevent debris from entering the sanitary sewers, the contractor shall install approved protection barriers prior to any grading operation. These barriers will be removed by the contractor when frame adjustment is complete. There will be no additional compensation for the barriers.

## **D** Measurement

The department will measure Adjust Sanitary Manhole as each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Adjust Sanitary Manhole	EACH

Payment for Adjust Sanitary Manhole is full compensation for removing and delivery existing frame and lids to the City of West Allis maintenance yard, providing required materials, including new frames and lids, and adjusting new frame and lid to finished grade..

# 42. Building Sanitary Sewer Reconnect, 6-Inch, Item SPV.0060.03.

#### **A** Description

This special provision describes the construction of Building Sanitary Sewer Reconnect, 6-Inch.

#### **B** Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material and backfill to complete the reconnection as specified in the plans.

#### **C** Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

The lateral locations designated in the plan are shown to the best of city records. The exact location of the laterals shall be determined by the contractor as the existing services are exposed. The contractor shall inspect the existing lateral at the connection point to verify that pipe is in good condition and free of obstruction and report the inspection to the engineer prior to making the final connection.

Shielded Fernco couplings, or approved equal, shall be used to connect existing Clay pipe to new PVC pipe. PVC couplings shall be used to connect existing PVC pipe to proposed PVC pipe. All couplers shall be approved by the engineer before installation.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

#### **D** Measurement

The department will measure Building Sanitary Sewer Reconnect, 6-Inch by each unit, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Building Sanitary Sewer Reconnect, 6-Inch	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

## 43. Water Service Reconnect, 6-Inch, Item SPV.0060.04.

#### A Description

This special provision describes the installation of 6" water service reconnection.

#### **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, valve, valve box, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

#### C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Install 6" valve, valve box, fittings, and water pipe as specified on the plan.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

The locations designated in the plan are to the best of city records. The contractor shall determine the exact location of the existing service as it is exposed.

#### D Measurement

The department will measure Water Service Reconnect, 6-Inch by each unit, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Water Service Reconnect, 6-Inch	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

## 44. Water Service Reconnect, 8-Inch, Item SPV.0060.05.

#### A Description

This special provision describes the installation of 8" water service reconnection.

#### **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, valve, valve box, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

## **C** Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Install 8" valve, valve box, fittings, and water pipe as specified on the plan.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

The locations designated in the plan are to the best of city records. The contractor shall determine the exact location of the existing service as it is exposed.

#### **D** Measurement

The department will measure Water Service Reconnect, 8-Inch by each unit, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Water Service Reconnect, 8-Inch	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

## 45. Water Main Connection, 12-Inch, Item SPV.0060.06.

#### **A** Description

This special provision describes the installation of the Water Main Connection, 12-Inch.

#### **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

#### **C** Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install at locations designated in the plan.

#### **D** Measurement

The department will measure Water Main Connection, 12-Inch by each unit, acceptably completed. The linear footage of Ductile Iron Water Main may vary by up to 6 linear feet.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Water Main Connection, 12-Inch	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

#### 46. Valve, 8-Inch, Item SPV.0060.07.

#### A Description

This special provision describes Valve, 8-Inch.

## **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Supply the 8-Inch valve and valve box. Valves shall be Kennedy 157, Mueller C-2360, Clow F6111 or approved equal. Approved equals shall meet the requirements listed in the addendum. Valve Boxes shall be manufactured by Tyler.

## C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Install 8-Inch valve and valve box as designated on plans.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

## **D** Measurement

The department will measure Valve, 8-Inch by each unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Valve, 8-Inch	EACH

Payment is full compensation for installation including all labor, tools, equipment and incidentals necessary to complete the contract work.

## 47. Hydrant, Item SPV.0060.08.

#### **A** Description

This special provision describes furnishing and installing Hydrants at locations identified in the plans.

#### **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

Supply the hydrant, 6" valve and valve box. Hydrants shall be Kennedy Guardian, Mueller Centurian A-423, Clow Medallion or approved equal. Approved equals shall meet the requirements listed in the addendum.

All hydrants 1997 or newer shall remain the property of the City of West Allis. The water department will pick these hydrants up.

#### C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Install hydrant, 6" valve, valve box and water main pipe required to connect to the main, as specified on the plan. The standard placement of the hydrant is 4' behind the face of curb or just in front of walk where the terrace is less than 4' wide. The existing hydrant shall be removed after the new hydrant is in service.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

#### **D** Measurement

The department will measure Hydrant by each unit, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Hydrant	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

# 48. Adjust Water Valve Box, Item SPV.0060.09.

## A Description

Work under this item includes the adjustment of water valve boxes to match the proposed finish grade.

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

#### **C** Construction

Adjust water valve boxes up and down as required by contractor operations. Set the finished valve box in a plumb, vertical position flush with the pavement or terrace, whichever applies.

After the pavement is installed, if the City of West Allis Water Department determines the valve is inoperable due to displacement or faulty adjusting or lack of protection, the contractor will be required to perform all work necessary to correct the condition and make the valve operational at his own expense and with five days of notification by the city.

#### **D** Measurement

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

The department will measure Adjust Water Valve Box as each individual unit, acceptably completed, regardless of the number and amount of adjustments made to the valve box.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Adjust Water Valve Box	EACH

Payment is full compensation for adjustments made to the valve box and for all labor, tools, equipment, and incidentals necessary to complete the contract work.

## 49. Water Main Abandonment 6-Inch x 8-Inch Tee, SPV.0060.10.

#### **A** Description

This special provision describes abandoning a 6-inch by 8-inch tee on the water main.

#### **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

#### **C** Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Cut and remove the existing 6" and 8" water main. Furnish and install all necessary fittings and D.I.W.M. pipe. The price of the Water Main Abandonment 6-Inch x 8-inch Tee shall include the cost of the installation and any incidentals required to complete the abandonment of the 6"x8" Tee.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

## **D** Measurement

The department will measure Water Main Abandonment 6-Inch x 8-inch Tee by each unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Water Main Abandonment 6-Inch x 8-inch Tee	EACH

Payment is full compensation for installation including all labor, tools, equipment and incidentals necessary to complete the contract work.

# 50. S 77th St Water Main Crossing, Item SPV.0060.11.

## A Description

This special provision describes the installation of the S 77th St Water Main Crossing.

#### **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, valves, valve boxes, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

## **C** Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install at locations designated in the plan.

#### D Measurement

The department will measure S 77th St Water Main crossing by each unit, acceptably completed. The linear footage of Ductile Iron Water Main may vary by up to 6 linear feet.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	S 77th St Water Main Crossing	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

# 51. S 78th St Water Main Connection, Item SPV.0060.12.

#### A Description

This special provision describes the installation of the Water Main Connection.

#### **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, valves, valve boxes, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

## C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install at locations designated in the plan.

#### **D** Measurement

The department will measure Water Main Connection by each unit acceptably completed. The linear footage of Ductile Iron Water Main may vary by up to 6 linear feet.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	S 78 <sup>th</sup> St Water Main Connection	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

# 52. S 79th St Water Main Connection, Item SPV.0060.13.

## A Description

This special provision describes the installation of the Water Main Connection.

#### **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, valves, valve boxes, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

## C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install at locations designated in the plan.

## **D** Measurement

The department will measure Water Main Connection by each unit, acceptably completed. The linear footage of Ductile Iron Water Main may vary by up to 6 linear feet.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	S 79 <sup>th</sup> St Water Main Connection	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

# 53. S 80th St Water Main Crossing (North), Item SPV.0060.14.

## A Description

This special provision describes the installation of the S 80<sup>th</sup> St Water Main Crossing (North).

#### **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, valves, valve boxes, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

## C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install at locations designated in the plan.

## **D** Measurement

The department will measure S 80<sup>th</sup> St Water Main Crossing (North) by each unit, acceptably completed. The linear footage of Ductile Iron Water Main may vary by up to 6 linear feet.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	S 80 <sup>th</sup> St Water Main Crossing (North)	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

# 54. S 80th St Water Main Crossing (South), Item SPV.0060.15.

#### A Description

This special provision describes the installation of the S 80<sup>th</sup> St Water Main Crossing (South).

## **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, valve, valve boxes, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

#### **C** Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install at locations designated in the plan.

#### **D** Measurement

The department will measure S 80<sup>th</sup> St Water Main Crossing (South) by each unit, acceptably completed. The linear footage of Ductile Iron Water Main may vary by up to 6 linear feet.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	S 80 <sup>th</sup> St Water Main Crossing (South)	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

# 55. S 82nd St Water Main Crossing with Hydrant, Item SPV.0060.16.

## A Description

This special provision describes the installation of the S 82<sup>nd</sup> St Water Main crossing with hydrant.

#### **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, valve, valves boxes, hydrant, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

#### C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install at locations designated in the plan.

#### **D** Measurement

The department will measure S 82<sup>nd</sup> St Water Main Crossing with Hydrant by each unit, acceptably completed. The linear footage of Ductile Iron Water Main may vary by up to 6 linear feet.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	S 82 <sup>nd</sup> St Water Main Crossing with Hydrant	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

## 56. Air Release Assembly, 1-Inch, SPV.0060.17.

#### **A** Description

This special provision describes the installation of an Air Release Assembly, 1-Inch.

#### **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish copper water service pipe, curb stop, curb box, fittings, pipe bedding material and backfill as specified in plans.

## C Construction

The price bid for Air Release Assembly, 1-Inch shall include supplying the copper service pipe and the cost of installation and any incidentals required to complete the installation of the air release assembly as shown on the plan.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install at locations designated in the plan.

## **D** Measurement

The department will measure the Air Release Assembly, 1-Inch by each unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Air Release Assembly, 1-Inch	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

# 57. Water Service Abandonment, Item SPV.0060.18.

## **A** Description

This special provision describes the abandonment of the water service.

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

#### **C** Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Abandon water service by removing existing tap and install a repair sleeve. Repair sleeve will be provided by the City of West Allis Water Department. Abandonments shall be coordinated to obtain minimum interruption to existing water main.

#### **D** Measurement

The department will measure water service abandonment by each unit, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Water Service Abandonment	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

## 58. 15-Foot Decorative Light Pole, Item SPV.0060.19.

#### A Description

This special provision describes furnishing and installing 15-foot decorative light poles as specified herein and per the drawings.

#### **B** Materials

#### **B.1 15-Foot Decorative Light Poles**

Decorative lighting poles shall be Holophane Charleston Aluminum Poles catalog number:

CH-A-15-F5J-16-P15-LAB-BK

All cast aluminum components shall be alloy #356 copper free aluminum, pretreated with a 7-stage process and finished with state of the art electrostatically applied semi-gloss black polyester powder paint.

#### **C** Construction

Install the decorative light poles per the manufacturer's instructions. The contractor shall install unit with proper luminaire orientation and as indicated on the plans. Deliver spare decorative light poles identified in plans to West Allis City Yard, 6300 West McGeoch Avenue. Contact David Wepking, Director of Public Works, at (414) 302-8832 to coordinate delivery.

## **D** Measurement

The department will measure 15-foot Decorative Light Please as each individual unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	15-Foot Decorative Light Pole	EACH

Payment is full compensation for furnishing and installing all materials, including luminaries, mast arms, post top tenon, pole wiring and all necessary hardware and fittings.

## 59. Decorative Luminaire Arm, Item SPV.0060.20.

## A Description

This special provision describes furnishing and installing a decorative luminaire arm as specified herein and per the drawings.

## **B** Materials

Luminaire arms shall be Holophane OUC Series catalog number: OUC45/1-CA/BK

The luminaire arm shall be all aluminum 6063-T6, one-piece construction. It shall consist of a cast decorative post-mounting piece and a bent tube arm. The arm shall slip-fit a post top tenon 3-1/2" OD x 8" tall. The mast arm shall rise 48" and measure 42-1/2" from post center to arm end. Arm shall terminate in 2-3/8" straight section for luminaire mounting.

All cast aluminum components shall be alloy #356 copper free aluminum, pretreated with a 7-stage process and finished with state of the art electrostatically applied semi-gloss black polyester powder paint.

## C Construction

The luminaire shall be installed on a mast arm on the decorative light pole per the manufacturer's instructions. The contractor shall install unit with proper luminaire orientation and as indicated on the plans. Deliver spare decorative luminaire arms identified in plans to West Allis City Yard, 6300 West McGeoch Avenue. Contact David Wepking, Director of Public Works, at (414) 302-8832 to coordinate delivery.

#### **D** Measurement

The department will measure Decorative Luminaire Arm as each individual unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Decorative Luminaire Arm	EACH

Payment is full compensation for furnishing and installing all materials, including luminaire arm and all necessary hardware and fittings.

## 60. Tear Drop LED Fixture, Item SPV.0060.21.

## A Description

This special provision describes furnishing and installing a tear drop LED fixture on a decorative light pole as specified herein and per the drawings.

## **B** Materials

## **B.1 Luminaire fixture**

Luminaire assembly shall be Holophane Tear Drop LED Memphis Style:

MPL2-P10U-40K-AS-BK-TG-3-S.

## **C** Construction

The luminaire shall be installed on a mast arm on the decorative light pole per the manufacturer's instructions. The contractor shall install unit with proper luminaire orientation and as indicated on the plans. Deliver spare Tear Drop LED fixtures identified in plans to West Allis City Yard, 6300 West McGeoch Avenue. Contact David Wepking, Director of Public Works, at (414) 302-8832 to coordinate delivery.

## **D** Measurement

The department will measure Tear Drop LED Fixture as each individual unit, acceptably completed.

## E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:		
ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Tear Drop LED Fixture	EACH

Payment is full compensation for furnishing and installing all materials, including luminaire fixture, and all necessary hardware and fittings.

# 61. Light Pole Banner Arm, Item SPV.0060.22.

## **A** Description

This special provision describes furnishing and installing a banner arm assembly on a decorative light pole as specified herein and per the drawings.

#### **B** Materials

Banner Arm assembly shall include a set of two arms in order to accommodate a 24"x36" banner. Banner Arm shall be Holophane Historical Post Accessories catalog number:

#### 2BA26-B-1-BO-CA/BK

#### C Construction

Install the banner arms on the decorative light pole per the manufacturer's instructions. The contractor shall install unit with proper orientation and as indicated on the plans. Deliver spare banner arms identified in plans to West Allis City Yard, 6300 West McGeoch Avenue. Contact David Wepking, Director of Public Works, at (414) 302-8832 to coordinate delivery.

#### **D** Measurement

The department will measure Light Pole Banner Arm as a set of two for each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	Light Pole Banner Arm	EACH

Payment is full compensation for furnishing and installing all materials, including light pole banner arm and all necessary hardware and fittings.

# 62. Concrete Bases Type 2 (Mod), Item SPV.0060.23.

## A Description

This special provision describes constructing modified concrete bases Type 2 at the locations the plans show.

Work under this specification shall be done according to standard spec 654, contract plan detail, and these special provisions.

## **B** Materials

Materials shall be according to standard spec 654.

## **C** Construction

Construction shall be according to Standard spec 654.

#### D Measurement

The department will measure Concrete Bases Type 2 (Mod) bid item as each individual base, 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.0060.23	Concrete Bases Type 2 (Mod)	EACH

Payment is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor rods, nuts, and washers; for bar steel reinforcement, if required; and for excavating, backfilling, and disposing of surplus materials.

# 63. Removing Lighting Units, Item SPV.0060.24.

## A Description

This special provision describes removing existing lighting units according to the pertinent provisions of standard spec 204 and as hereinafter provided.

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

#### **C** Construction

Under Removing Lighting Units bid items include the removal of light fixture, mast arm, concrete pole base, transformer base, and light pole. Abandon conduit and conductors located underground. Properly dispose of all concrete pole base, conduits and conductors being removed as shown on the plans. Salvage all light poles, light fixtures, mast arms, and transformer bases and deliver to West Allis City Yard, 6300 West McGeoch Avenue. Contact Dave Young, Electrical Superintendent, at (414) 302-8876 to coordinate delivery.

#### **D** Measurement

The department will measure Removing Lighting Units as a single unit at each pole location, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:			
ITEM NUMBER	DECRIPTION	UNIT	
SPV.0060.24	Removing Lighting Units	EACH	

Payment for the is full compensation for providing and disposing of all surplus materials.

# 64. Lamp Disposal High Intensity Discharge, SPV.0060.25.

## A Description

This special provision describes packaging, palletizing, and returning H.I.D. (metal halide; mercury vapor and high pressure sodium) lamps removed under this contract to the City of West Allis at 6300 W. McGeogh Ave.

## **B** (Vacant)

## C Construction

Lamps which the contractor turns in to the city will be considered the property of the city for proper future disposal. The contractor will have no further obligation for their disposal. The City of West Allis will reject improperly packaged lamps.

Deliveries to the City of West Allis shall be prearranged. Deliveries shall be consolidated into a truckload or more, except that where all the lamps removed under a contract measure less than a truckload, all shall be delivered as one load at one time.

Pack intact lamps in the packaging of the new lamps used to replace the old lamps, or packaging affording the equivalent protection. Deliver in full, stackable cartons with the name of the contractor written on each carton.

Pack broken lamps into thick plastic bags, which in turn shall be placed inside sturdy cardboard boxes or the equivalent. Mark the outer packaging "broken lamps". The city will reject metal containers.

Deliver all broken lamps, as noted above. The City of West Allis will not pay broken lamps above a level of ten percent of the total number in the contract. Deliver broken lamps above the ten percent level to the City of West Allis for no compensation.

If palletized, cartons shall be piled no more than two high and shall be secured to prevent shifting or falling loads.

The City of West Allis will reject any lamps not removed as part of a contract pay item or otherwise required under this contract.

#### D Measurement

The department will measure Lamp Disposal High Intensity Discharge by each unit delivered to the city properly packaged, acceptably completed. This payment will be in addition to payment for the work under which the lamps are removed from service.

#### E Payment

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

SPV.0060.25	Lamp Disposal High Intensity Discharge	EACH
01 0.0000.20	Earlip Disposal High Intensity Discharge	EAGH

Payment is full compensation for packaging, palletizing and delivering lamps without breakage.

## 65. Catch Basins Special, Item SPV.0060.26.

#### A Description

This special provision describes the construction catch basins as shown on plans.

#### **B** Materials

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, with the 2010 City of West Allis Addendum.

#### **C** Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, with the 2010 City of West Allis Addendum.

#### **D** Measurement

The department will measure Catch Basin Special as each individual unit, acceptably completed.

# E Payment

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

ITEM NUMBER	Description	UNIT
SPV.0060.26	Catch Basin Special	EACH

Payment is full compensation providing all materials, including all masonry, conduit and sewer connections, steps, and other fittings; for all excavation, backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

## 66. Inlet Cover Type R-1, SPV.0060.27.

#### A Description

This special provision describes furnishing and installing a Type R-1 of the inlet frame and grates at sag points in the curb and gutter line.

#### **B** Materials

The inlet frame and grate shall be WisDOT's Type R, Frame with the Special R-1 Grate as identified in the plans and the department's standard detail drawings.

#### **C** Construction

The inlet frame and grate shall be installed as shown on the plan.

#### **D** Measurement

The department will measure Inlet Cover Type R-1 by each individual unit, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid items:		
ITEM NUMBER	Description	UNIT
SPV.0060.27	Inlet Cover Type R-1	EACH

Payment is full compensation for installing all materials; for, sawing, excavating, and disposal of surplus material.

#### 67. Storm Sewer Reconnect, Item SPV.0060.28.

#### A Description

This special provision describes the construction of a Storm Sewer Reconnect.

#### **B** Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material and backfill to complete the reconnection as specified in the plans.

The new reconnector pipe shall be SDR 35 PVC pipe meeting ASTM D3034 standards, for various pipe sizes as indicated on the plan.

#### **C** Construction

Use methods that conform with Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

The lateral locations designated in the plan are shown to the best of city records. The exact location of the laterals shall be determined by the contractor as the existing services are exposed. The contractor shall inspect the existing lateral at the connection point to verify that pipe is in good condition and free of obstruction and report the inspection to the engineer prior to making the final connection.

A core into the new mainline storm sewer will be required. Flexible couplings with stainless steel shear ring and clamps meeting ASTM C 1173 standards shall be used to connect existing clay or concrete pipe to new PVC pipe. PVC couplings shall be used to connect existing PVC pipe to proposed PVC pipe. All couplers shall be approved by the engineer before installation.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

## D Measurement

The department will measure Storm Sewer Reconnects for all sizes encountered by each unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.28	Storm Sewer Reconnect	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, coring, and backfill.

# 68. Remove, Salvage and Reinstall Private Bicycle Rack, Item SPV.0060.29.

#### A Description

This special provision describes removing salvaging and reinstalling an existing private bicycle rack.

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

## **C** Construction

Remove existing bicycle rack in a way that prevents damaging the bricks or railing to the location shown on the plans. If the contractor damages the bicycle rack through its own operations, then the contractor shall replace it at no expense to the department.

Store bicycle rack in a safe location until it is ready to be reinstalled.

Reinstall at the original location anchored to the proposed new sidewalk.

#### **D** Measurement

The department will measure Remove, Salvage and Reinstall Private Bicycle Rack as a single unit for each bicycle rack, 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.0060.29	Remove, Salvage and Reinstall Private Bicycle Rack	EACH

Payment is full compensation for removing the existing bicycle rack, storing, for installing, and for providing any materials and hardware necessary for the installation.

# 69. Marking Symbol Grooved Bike Line Preformed Thermoplastic, Item SPV.0060.30; Marking Arrow Grooved Bike Lane Preformed Thermoplastic, Item SPV.0060.31.

#### **A** Description

This special provision describes furnishing, grooving and installing preformed plastic pavement markings as shown on the plans, according to standard spec 647, and as hereinafter provided.

## **B** Materials

Furnish preformed plastic pavement marking and adhesive material per manufacturer's recommendations, from one of the following manufacturers or approved equal.

Ennis Flint

- Swarco Industries
- Potters Industry

Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

## C Construction

## C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of preformed plastic pavement marking.

Plane the grooved areas according to details in the plan and per manufacturer's recommendations. Use grooving equipment with a free-floating, independent cutting head. Plane a minimum number of passes to create a grooved surface per manufacturer's recommendations.

#### C.2 Groove Depth

Cut the groove to a depth of 120 mils  $\pm$  10 mils from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

#### C.3 Groove Width – Longitudinal Markings

Cut the groove one-inch wider than the width of the pavement marking.

## **C.4 Groove Position**

Position the groove edge according to plan details. The start and end of the initial and final groove may be 0 to 4 inches from the perimeter of the pavement marking.

#### C.5 Groove Cleaning

#### C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-pressure water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and pavement marking tape. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

#### C.5.2 New Asphalt

Groove pavement 10 or more days after paving.

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove.

#### C.5.3 Existing Asphalt

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove.

#### C.6 Tape Application

Apply the preformed plastic pavement markings when both the air and surface temperature are 40 degrees F and rising.

Application of the tape in the groove without additional surface preparation adhesive will be as follows due to Volatile Organic Compound Limitations:

- May 1 to September 30, both dates inclusive the Southeast Region and the ozone nonattainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
- June 1 to August 31 the Southwest Region, and the Northeast, North Central, and Northwest Regions except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

# Application of the tape in the groove with additional surface preparation adhesive will be as follows due to Volatile Organic Compound Limitations:

- 1. October 1 to April 30, both dates inclusive the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
- 2. September 1 to May 31, both dates inclusive the Southwest Region, and the Northeast, North Central, and Northwest Regions except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

The surface preparation adhesive must be set (feels tacky but is no longer in liquid form) and have a matte finish rather than a glossy wet appearance. Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

Tamp the wet reflective the pavement marking tape with a tamper cart roller, with a minimum of a 200-lb load, cut to fit the groove. Tamp a minimum of three complete cycles (6 passes) with grooved modified tamper roller cart.

#### D Measurement

The department will measure Marking Symbol Grooved Bike Lane Preformed Thermoplastic and Marking Arrow Grooved Bike Lane Preformed Thermoplastic by each individual pavement marking item, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.30	Marking Symbol Grooved Bike Line Preformed Thermoplastic	EACH
SPV.0060.31	Marking Arrow Grooved Bike Line Preformed Thermoplastic	EACH

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

## 70. Bench, Item SPV.0060.32

#### **A** Description

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

#### **B** Materials

Benches shall be the Plainwell 72-inch bench by Landscape Forms, Inc. with aluminum insert style, center arm option, surface mountable; color to be Black with graffiti resistant clearcoat added.

No substitutions are allowed.

Shop Drawings: Include on shop drawings, dimensions, mounting hardware, and color.

Approval of shop drawings by Peter Daniels, City of West Allis DPW/Principal Engineer (414) 302-8374, is required prior to beginning construction.

#### C Construction

The installation of the Benches shall be according to the manufacturer's instructions. The benches are to be surface-mounted to concrete sub-base below pavers as recommended by manufacturer and as indicated on Typical Site Furniture Mounting Detail.

## **D** Measurement

The department will measure Benches as each individual unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.32	Bench	EACH

Payment is full compensation for furnishing and delivering all materials, including stainless anchors, noncorrosive pins, non-corrosive mounting plate; for all necessary excavation; for installing each Bench as per the plan details, manufacturer's instructions, and these special provisions.

## 71. Trash Receptacle, Item SPV.0060.33.

## **A** Description

This special provision describes furnishing and installing Trash Receptacle as shown on the plans, and as hereinafter provided.

## **B** Materials

Trash Receptacles shall be the Plainwell litter, 35-gallon capacity by Landscape Forms, Inc. with side opening option, aluminum wood selection; black polyethylene liner, rotomold Polyethylene top, surface mountable option and signage selection #14 "Trash Only", black and white color. Receptacle color to be Black with graffiti resistant clearcoat added.

No Substitutions.

Shop Drawings: Include on shop drawings, dimensions, mounting hardware, and color.

Approval of shop drawings by Peter Daniels, City of West Allis DPW/Principal Engineer (414) 302-8374, is required prior to beginning construction.

#### **C** Construction

The installation of the Trash Receptacles shall be according to the manufacturer's instructions. The Trash Receptacles are to be surface-mounted to concrete sub-base below pavers as recommended by manufacturer and as indicated on Typical Site Furniture Mounting Detail.

#### **D** Measurement

The department will measure Trash Receptacles as each individual unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.33	Trash Receptacle	EACH

Payment is full compensation for furnishing and delivering all materials, including stainless anchors, noncorrosive pins, non-corrosive mounting plate; for all necessary excavation; for installing each Trash Receptacle as per the plan details, manufacturer's instructions, and these special provisions.

# 72. Recycling Receptacle, Item SPV.0060.34.

## A Description

This special provision describes furnishing and installing Recycling Receptacle as shown on the plans, and as hereinafter provided.

## **B** Materials

Recycling Receptacles shall be the L999-06026: Plainwell litter, 35-gallon capacity by Landscape Forms, Inc. with side opening option, aluminum wood selection with 5" diameter hole and no opening on other side, (1) recycle sign; black polyethylene liner, rotomold Polyethylene top, surface mountable option and

signage selection #10 "recyclable" with logo, blue color. Receptacle color to be Black with graffiti resistant clearcoat added.

No Substitutions.

Shop Drawings: Include on shop drawings, dimensions, mounting hardware, and color.

Approval of shop drawings by Peter Daniels, City of West Allis DPW/Principal Engineer, (414) 302-8374, is required prior to beginning construction.

## C Construction

The installation of the Recycling Receptacles shall be according to the manufacturer's instructions. The Recycling Receptacles are to be surface-mounted to concrete sub-base below pavers as recommended by manufacturer and as indicated on Typical Site Furniture Mounting Detail.

## **D** Measurement

The department will measure Recycling Receptacles as each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.34	Recycling Receptacle	EACH

Payment is full compensation for furnishing and delivering all materials, including stainless anchors, noncorrosive pins, non-corrosive mounting plate; for all necessary excavation; for installing each Recycling Receptacle as per the plan details, manufacturer's instructions, and these special provisions.

## 73. Bicycle Rack, Item SPV.0060.35.

## A Description

This special provision describes furnishing and installing Bicycle Racks as shown on the plans, and as hereinafter provided.

#### **B** Materials

Bicycle Racks shall be Model # 2115 with custom "West Allis" cut-out lettering and bike logo, as Manufactured by Saris Cycling Group (608).274.6550. Color to be Black with graffiti resistant clearcoat added. Direct-embed rack into concrete sub-base below pavers.

#### No Substitutions.

Shop Drawings: Include on shop drawings, dimensions, mounting hardware and color.

Approval of shop drawings by Peter Daniels, City of West Allis DPW/Principal Engineer (414) 302-8374, is required prior to beginning construction.

#### **C** Construction

The installation of the Bicycle Racks shall be according to the manufacturer's instructions. The bicycle racks are to be surface-mounted to concrete sub-base below pavers as recommended by manufacturer and as indicated on Typical Site Furniture Mounting Detail in the plans.

#### **D** Measurement

The department will measure Bicycle Racks as each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.35	Bicycle Rack	EACH

Payment is full compensation for furnishing and delivering all materials, including stainless anchors, noncorrosive pins, non-corrosive mounting plate; for all necessary excavation; for installing each rack as per the plan details, manufacturer's instructions, and these special provisions.

# 74. Tree Grate – 4'x10', Item SPV.0060.36.

# A Description

This special provision describes furnishing and installing 4'x10' Tree Grates and 3" thick decorative stone mulch as shown on the Drawings, and as hereinafter provided.

## **B** Materials

4'x10' Tree Grates shall be Model R-8815-B, cast gray iron ASTM A-48, Class 35B, two-pieces with 18" tree opening, 1/4" max. slot width, two-piece frame with mounting tabs shop-welded onto one of the long sides as Manufactured by Neenah Foundry. Contact Randy Pedretti (815) 315-7719. No paint. No Substitutions.

Decorative stone mulch shall be Raven Black, <sup>3</sup>/<sub>4</sub>-inch size as produced by Halquist Stone, or approved equal. Contact Josh Kayzar at (262) 246-9000.

Shop Drawings: Include on shop drawings, grate and frame pieces, dimensions, and mounting hardware, including mounting tabs for mounting along back-of-curb.

Samples: Submit representative sample of decorative stone mulch, indicating size and color.

Approval of shop drawings and samples by Peter Daniels, City of West Allis DPW/Principal Engineer, (414) 302-8374, is required prior to beginning construction.

## **C** Construction

The installation of the tree grates shall be according to the manufacturer's instructions.

#### D Measurement

The department will measure 4' x 10' Tree Grates as each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.36	Tree Grate – 4'x10'	EACH

Payment is full compensation for furnishing and delivering all materials, including tree grates and frame pieces, anchors, fastening hardware, and decorative stone mulch; for all necessary excavation; for installing each tree grate as per the plan details, manufacturer's instructions, and these special provisions.

# 75. Daylily, Little Grapette, 1 Gal, CG, Item SPV.0060.37; Daylily, Pardon Me, 1 Gal, CG, Item SPV.0060.38; Daylily, Strawberry Candy, 1 Gal, CG, Item SPV.0060.39.

#### **A** Description

This section describes furnishing and planting plants of the species, varieties and sizes specified and includes furnishing all necessary materials, excavating plant holes, backfilling, preparing Planting Mixture, mulching, fertilizing, watering, heeling in, disposing of surplus and waste materials, and as necessary, care and required replacements pending acceptance at the locations shown on the plans, according to standard spec 632, and as hereafter provided.

#### **B** Materials

All plant material shall conform to standard spec 632.2. All plants shall be from within the states of Wisconsin, Minnesota, Michigan or parts of northern Illinois located within Zone 4 of the "plant hardiness zone map" produced by the US Department of Agriculture, unless otherwise approved by engineer.

Conform to standard spec 632.2.2.4 regarding plant substitutions.

#### **C** Construction

For plant beds areas indicated on Drawings to receive Backfill for Plant Beds, 24-Inch Depth, prepare planting beds as directed in SPV.0035.01 Backfill for Plant Beds. For all other plant bed areas, prepare planting bed Backfill Material and Planting Mixture according to standard spec 632. Construction shall conform to the requirements of standard spec 632.3.

# **D** Measurement

The department will measure Perennials by the number of each individual perennial, acceptably completed.

# E Payment

The department will pay for measured quantities at the contract unit price under the following bid item (all Perennials to be one-gallon container-grown stock):

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.37	Daylily, Little Grapette, 1 Gal, CG	EACH
SPV.0060.38	Daylily, Pardon Me, 1 Gal, CG	EACH
SPV.0060.39	Daylily, Strawberry Candy, 1 Gal, CG	EACH

Payment is full compensation for providing, transporting, handling, storing, placing and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing and backfilling; for providing and applying all required mulch; and for disposing of all excess and waste materials.

# 76. Prairie Dropseed, Tara Dwarf, 4" Pot, CG, Item SPV.0060.SPV; Switchgrass, Shenandoah, 1 Gal, CG, Item SPV.0060.41.

## **A** Description

This section describes furnishing and planting plants of the species, varieties and sizes specified and includes furnishing all necessary materials, excavating plant holes, backfilling, preparing Planting Mixture, mulching, fertilizing, watering, heeling in, disposing of surplus and waste materials, and as necessary, care and required replacements pending acceptance at the locations shown on the plans, according to standard spec 632, and as hereafter provided.

## **B** Materials

All plant material shall conform to standard spec 632.2. All plants shall be from within the states of Wisconsin, Minnesota, Michigan or parts of northern Illinois located within Zone 4 of the "plant hardiness zone map" produced by the US Department of Agriculture, unless otherwise approved by engineer.

Conform to standard spec 632.2.2.4 regarding plant substitutions.

## C Construction

For plant beds areas indicated on Drawings to receive Backfill for Plant Beds, 24-Inch Depth, prepare planting beds as directed in SPV.0035.01 Backfill for Plant Beds. For all other plant bed areas, prepare planting bed Backfill Material and Planting Mixture according to standard spec 632. Construction shall conform to the requirements of standard spec 632.3.

## **D** Measurement

The department will measure Ornamental Grasses by the number of each individual ornamental grass, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid item (all Ornamental Grasses to be one-gallon container-grown stock):

ITEM UMBER	DESCRIPTION	UNIT
SPV.0060.40	Prairie Dropseed, Tara Dwarf, 4" Pot	EACH
SPV.0060.41	Switchgrass, Shenandoah, 1 Gal, CG	EACH

Payment is full compensation for providing, transporting, handling, storing, placing and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing and backfilling; for providing and applying all required mulch; and for disposing of all excess and waste materials.

# 77. Daffodil, Dutch Master, 4" Circumf, Bulb, Item SPV.0060.42 Daffodil, Yellow Jonquils, 4" Circumf, Bulb, Item SPV.0060.43.

## **A** Description

This section describes furnishing and planting Spring Bulbs of the species, varieties and sizes specified and includes furnishing all necessary materials, excavating plant holes, backfilling, mulching, watering, heeling in, disposing of surplus and waste materials, and as necessary, care and required replacements pending acceptance at the locations shown on the plans, according to standard spec 632, and as hereafter provided.

# **B** Materials

All plant material shall conform to standard spec 632.2.

Conform to standard spec 632.2.2.4 regarding plant substitutions.

## C Construction

Construction shall conform to the requirements of standard spec 632.3.

Provide bulbs at rate and in locations indicated on Drawings. Install and provide bulb food or bone meal as directed on Landscape Detail # 1 – BULB PLANTING DETAIL. Construction shall conform to the requirements of standard spec 632.3.

## **D** Measurement

The department will measure Spring Bulbs by the number of individual bulbs, 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.0060.42	Daffodil, Dutch Master, 4" Circumf, Bulb	EACH
SPV.0060.43	Daffodil, Yellow Jonquils, 4" Circumf, Bulb	EACH

Payment is full compensation for providing, transporting, handling, storing, placing and replacing plant materials; for excavating all plant holes, adding bulb food or bone meal; and for disposing of all excess and waste materials.

# 78. Field Facilities Office Space, Item SPV.0060.44.

## A Description

This special provision describes furnishing, equipping, and maintaining a field office as required in the contract at engineer-approved locations conforming to standard spec 642 and as hereinafter provided.

## **B** Materials

Provide Field Facilities Office Space conforming to standard spec 642.2.1 except delete paragraphs (1), (7), and (9).

#### Replace standard spec 642.2.1(4) with the following:

Provide and maintain suitable interior sanitary facilities conforming to State and local health requirements, in clean and good working condition, and stock with sanitary supplies for the duration of the contract. Furnish office space in an existing office building or existing building converted to office space with a minimum of 1200 square feet. The facility shall have no fee parking with a minimum parking for 15 cars. The space shall include a meeting room with a minimum of 350 square feet. The exterior door(s) shall have locks in good working order and keys provided for all field staff. The office space shall be located within 2 miles of the construction project.

Equip the office as specified in standard spec 642.2.2.1 except delete paragraph (1) and (4) and add the following:

- 1. Five suitable office desks with drawers and locks.
- 2. Five ergonomically correct office chairs in working condition with at a minimum: 5-legged base with casters, seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge, and high backrest with no arms or adjustable arms.
- 3. Four 6-foot folding tables.
- 4. One 10-foot folding table.
- 5. Five 2-drawer file cabinets.
- 6. Three 4-shelf bookcases.
- 7. Twenty folding chairs.

Provide for the professional cleaning of the field office during regular business hours twice monthly. Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, snow, and wind-driven debris. Provide regularly scheduled recycling and waste pick-up.

## **C** Construction

Conform to standard spec 642.3 except delete paragraph (2).

## **D** Measurement

The department will measure the Field Facilities Office Space as each office, acceptably completed.

## E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:ITEM NUMBERDESCRIPTIONSPV.0060.44Field Facilities Office SpaceEACH

Payment is full compensation for providing, equipping, securing, and maintaining the facility; for parking, for telecommunications equipment, installation, and service fees; and for providing bottled water, utilities, fuel, ventilation, and toilet facilities as required, either independently or jointly with the field laboratory, for the time specified in standard spec 642.3.

The department will pay for the cost of telecommunications usage fees incurred by department staff.

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## 79. Round Steel Sign Post System, Item SPV.0060.45.

## **A** Description

Work under this item includes furnishing and installing sign posts and post anchors at the locations shown on the plans and according to the requirements of standard spec 634, the plans, and as hereinafter provided. All sign posts shall be round tubular steel and installed as shown in the plans.

## **B** Materials

Furnish a round steel post with 2-3/8" outer diameter to the length necessary for sign placement, a Tapco V-loc post anchor for new concrete (Tapco item #034-00082), and a set of two sign mounting Z-brackets (Tapco item #037-00005) or a set of two double sided sign mounting Z-brackets (Tapco item #037-00012B) that fits a 2-3/8 post. All poles and sign mounting hardware shall have a black exterior finish.

## C (Vacant)

## **D** Measurement

The department will measure Round Steel Sign Post System as each post assembly, including each section and anchor, acceptably completed.

## E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:ITEM NUMBERDESCRIPTIONUNITSPV.0060.45Round Steel Sign Post SystemEACH

Payment is full compensation for providing all materials including post, anchor, mounting brackets, and all related hardware; for installing the anchors and adapters; for placing the posts; treating cut post ends; for removing and disposing of surplus material; and for furnishing all hardware and fittings necessary for post installation.

## 80. Spare Decorative Street Light Assembly, Item SPV.0060.46

## **A** Description

This special provision describes purchasing and delivering spare decorative street lighting assembly components to the City of West Allis maintenance yard.

## **B** Materials

## **B.1 15-Foot Decorative Light Poles**

Decorative lighting poles shall be Holophane Charleston Aluminum Poles catalog number:

## CH-A-15-F5J-16-P15-LAB-BK

All cast aluminum components shall be alloy #356 copper free aluminum, pretreated with a 7-stage process and finished with state of the art electrostatically applied semi-gloss black polyester powder paint.

## **B.2 Luminaire Arm**

Luminaire arms shall be Holophane OUC Series catalog number: OUC45/1-CA/BK

The luminaire arm shall be all aluminum 6063-T6, one-piece construction. It shall consist of a cast decorative post-mounting piece and a bent tube arm. The arm shall slip-fit a post top tenon 3-1/2" OD x 8" tall. The mast arm shall rise 48" and measure 42-1/2" from post center to arm end. Arm shall terminate in 2-3/8" straight section for luminaire mounting.

All cast aluminum components shall be alloy #356 copper free aluminum, pretreated with a 7-stage process and finished with state of the art electrostatically applied semi-gloss black polyester powder paint.

## **B.3 Tear Drop LED Fixture**

Luminaire assembly shall be Holophane Tear Drop LED Memphis Style:

MPL2-P10U-40K-AS-BK-TG-3-S.

## B.4 Light Pole Banner Arm

Banner Arm assembly shall include a set of two arms to accommodate a 24"x36" banner. Banner Arm shall be Holophane Historical Post Accessories catalog number: 2BA26-B-1-BO-CA/BK

## **C** Construction

Deliver spare decorative street light assembly components identified in plans to West Allis City Yard, 6300 West McGeoch Avenue. Contact David Wepking, Director of Public Works, at (414) 302-8832 to coordinate delivery.

## **D** Measurement

The department will measure Spare Decorative Street Light Assembly as each individual complete lighting assembly, acceptably delivered. Each lighting assembly to consist of one 15' decorative pole, one luminaire arm, one Tear Drop LED Fixture and one set of light pole banner arms (2 arms)

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.46	Spare Decorative Street Light Assembly	EACH

Payment is full compensation for purchasing and delivering decorative street light assemblies to the West Allis city yard, including poles, luminaire arms, teardrop fixtures, banner arms, post top tenon, and all necessary hardware and fittings.

## 81. Sanitary Sewer Relay, SDR 35 PVC SP, 8-Inch, Item SPV.0090.01.

## A Description

This special provision describes the construction of Sanitary Sewer Relay, 8-Inch.

#### **B** Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material and backfill to complete the relay as specified in the plans.

#### C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install relay at locations designated in the plan. The lateral connection locations designated in the plan are shown to the best of city records. The exact location of the laterals shall be determined by the contractor as the existing services are exposed.

The City of West Allis is acquiring MMSD and WDNR approvals for the proposed sanitary sewer relay work. No work shall begin on the sanitary sewer relays until such approval has been granted. Contact Robert Hutter at (414) 302-8373 to confirm approvals have been obtained.

## D Measurement

The department will measure Sanitary Sewer Relay, SDR 35 PVC SP, 8-Inch by the linear foot, acceptably completed, from center of manhole to center of manhole.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Sanitary Sewer Relay, SDR 35 PVC SP, 8-inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, removal of existing manholes and existing main, pipe bedding, and backfill.

## 82. Sanitary Sewer Relay, SDR 35 PVC SP, 10-Inch, Item SPV.0090.02.

#### A Description

This special provision describes the construction of Sanitary Sewer Relay, 10-Inch.

#### **B** Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material and backfill to complete the relay as specified in the plans.

## **C** Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install relay at locations designated in the plan. The lateral connection locations designated in the plan are shown to the best of city records. The exact location of the laterals shall be determined by the contractor as the existing services are exposed.

The City of West Allis is acquiring MMSD and WDNR approvals for the proposed sanitary sewer relay work. No work shall begin on the sanitary sewer relays until such approval has been granted. Contact Robert Hutter at 414-302-8373 to confirm approvals have been obtained.

## **D** Measurement

The department will measure Sanitary Sewer Relay, SDR 35 PVC SP, 10-Inch by the linear foot acceptably completed from center of manhole to center of manhole.

## E Payment

The department will pay for measured quantities at the contract unit price under the following item:ITEM NUMBERDESCRIPTIONUNITSPV.0090.02Sanitary Sewer Relay, SDR 35 PVC SP, 10-InchLF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, removal of existing manholes and existing main, excavation, pipe bedding, and backfill.

## 83. Sanitary Sewer Relay, SDR 35 PVC SP, 12-Inch, Item SPV.0090.03.

## A Description

This special provision describes the construction of Sanitary Sewer Relay, 12-Inch.

## **B** Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material and backfill to complete the relay as specified in the plans.

## C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install relay at locations designated in the plan. The lateral connection locations designated in the plan are shown to the best of city records. The exact location of the laterals shall be determined by the contractor as the existing services are exposed.

The City of West Allis is acquiring MMSD and WDNR approvals for the proposed sanitary sewer relay work. No work shall begin on the sanitary sewer relays until such approval has been granted. Contact Robert Hutter at (414) 302-8373 to confirm approvals have been obtained.

## **D** Measurement

The department will measure Sanitary Sewer Relay, SDR 35 PVC SP, 12-Inch by the linear foot, acceptably completed from center of manhole to center of manhole.

## E Payment

The department will pay for measured quantities at the contract unit price under the following item:ITEM NUMBERDESCRIPTIONUNITSPV.0090.03Sanitary Sewer Relay, SDR 35 PVC SP, 12-InchLF

Payment is full compensation for furnishing and placing all materials, including pavement sawing,

pavement removal, removal of existing manholes and existing main, excavation, pipe bedding, and backfill.

## 84. Building Sanitary Sewer, 6-Inch, Item SPV.0090.04.

## A Description

This special provision describes the construction of Building Sanitary Sewer, 6-Inch.

## **B** Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material and backfill to complete the relay as specified in the plans.

Flexible couplings with stainless steel shear ring and clamps meeting ASTM C 1173 standards shall be used to connect existing Clay pipe to new PVC pipe. PVC couplings shall be used to connect existing PVC pipe to proposed PVC pipe. All couplers shall be approved by the engineer before installation.

## C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Building Sanitary Sewer, 6-Inch shall be installed to relay existing sanitary service as shown on the plan. In-line wye connections shall be installed on sanitary sewer relays to reconnect existing sanitary sewer laterals presently in service and/or as directed by the engineer. The locations of the existing sanitary sewer laterals are shown based on available records and actual locations may vary. Existing laterals shall be reconnected using appropriate bends and approved adapters as directed by the engineer. Existing sanitary laterals shall be located prior to installing the new wye connections or risers in relay sections.

The contractor shall inspect the existing lateral at the connection point to verify that pipe is in good condition and free of obstruction and report the inspection to the engineer prior to making the final connection.

Sanitary laterals shall be relayed so there is at least 6" between the bottom of the proposed storm sewer and the top of the proposed building sewer.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

## **D** Measurement

The department will measure Building Sanitary Sewer, 6-Inch by the linear foot, acceptably completed from center of manhole or sanitary main, to the end of the pipe laid.

## E Payment

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

-		-
SPV.0090.04	Building Sanitary Sewer, 6-Inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill. No additional payment shall be made for any exploratory work needed to locate existing sanitary laterals.

## 85. Water Main Relay, D.I.W.M CL 53 R.G.J., 8-Inch, Item SPV.0090.05.

## A Description

This special provision describes the installation of Water Main Relay, D.I.W.M CL 53 R.G.J., 8-Inch.

## **B** Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

## C Construction

The City of West Allis is acquiring WDNR approvals for the proposed water main relay work. No work shall begin on the water main until such approval has been granted. Contact Robert Hutter at 414-302-8373 to confirm approvals have been obtained.

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Install at locations designated in the plan.

## **D** Measurement

The department will measure Water Main Relay, D.I.W.M CL 53 R.G.J., 8-Inch by the linear foot, acceptably completed.

## E Payment

The department will pay for measured quantities at the contract unit price under the following item:ITEM NUMBERDESCRIPTIONUNITSPV.0090.05Water Main Relay, D.I.W.M. CL 53 R.G.J., 8-inchLF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

## 86. Water Service, Copper, 1-Inch, Item SPV.0090.06.

## **A** Description

This special provision describes the installation of Water Service, Copper, 1-Inch.

## **B** Materials

Use materials conforming to Chapter 8.24 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish copper water service pipe, pipe bedding material and backfill as specified in plans.

Supply the corporation, curb stop with curb box and the adaptor to connect to the existing lead service on site. Corporations shall be Ford FB600 Series, McDonald 74701B Series or Mueller B25000 Series. Curb Stops shall be full port, ball valve, and copper tube size compression fitting. Acceptable models are Mueller B-25155, Ford B44, or Mueller 76100. Curb Boxes shall be arched Buffalo type manufactured by Tyler Union. 6850 screw type valve boxes and 6500 screw type curb/service boxes shall be used.

When reconnecting to existing lead services, a No-Contract Lead Pak compression coupling shall be used to prevent direct contact of the lead plumbing line with other metallic water system components.

## **C** Construction

Use methods that conform to Chapter 5 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, the AWWA C600-93 and supplemented as follows:

Tap all connections, install the copper pipe, curb stop, curb box and adaptor to complete the service installation as designated on the plans. 1" taps shall be direct tap unless approved by the engineer.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

The locations designated in the plan are to the best of city records. The contractor shall determine the exact location of the services as they are verified in the field.

#### **D** Measurement

The department will measure Water Service, Copper, 1-Inch by the linear foot, acceptably completed, from the center of the water main to the curb stop. The copper service pipe used on the house side of the curb stop for reconnection to the existing private service line is incidental to the Water Service Installation. The cost of all taps shall be included in the price bid for linear feet of service. Water tapping fees are NOT required for this project.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	Water Service, Copper, 1-Inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

## 87. Water Service, Copper, 1 <sup>1</sup>/<sub>2</sub> Inch, Item SPV.0090.07.

## **A** Description

This special provision describes the installation of Water Service, Copper, 1 1/2 Inch.

#### **B** Materials

Use materials conforming to Chapter 8.24 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish copper water service pipe, pipe bedding material and backfill as specified in plans.

Supply the corporation, curb stop with curb box and the adaptor to connect to the existing lead service on site. Corporations shall be Ford FB600 Series, McDonald 74701B Series or Mueller B25000 Series. Curb Stops shall be full port, ball valve, and copper tube size compression fitting. Acceptable models are Mueller B-25155, Ford B44, or Mueller 76100. Curb Boxes shall be arched Buffalo type manufactured by Tyler Union. 6850 screw type valve boxes and 6500 screw type curb/service boxes shall be used.

When reconnecting to existing lead services, a No-Contract Lead Pak compression coupling shall be used to prevent direct contact of the lead plumbing line with other metallic water system components.

## C Construction

Use methods that conform to Chapter 5 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, the AWWA C600-93 and supplemented as follows:

Tap all connections, install the copper pipe, curb stop, curb box and adaptor to complete the service installation as designated on the plans. Saddle taps shall be used for 1 1/2" connections.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

The locations designated in the plan are to the best of city records. The contractor shall determine the exact location of the services as they are verified in the field.

#### **D** Measurement

The department will measure Water Service, Copper, 1 ½ Inch by the linear foot acceptably completed from the center of the water main to the curb stop. The copper service pipe used on the house side of the curb stop for reconnection to the existing private service line is incidental to the Water Service Installation.

The cost of all taps shall be included in the price bid for linear feet of service. Water tapping fees are NOT required for this project.

## E Payment

The department will pay for measured quantities at the contract unit price under the following item:			
ITEM NUMBER	DESCRIPTION	UNIT	
SPV.0090.07	Water Service, Copper, 1 1/2 Inch	LF	

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

## 88. Water Service, Copper, 2-Inch, Item SPV.0090.08.

## **A** Description

This special provision describes the installation of Water Service, Copper, 2-Inch.

## **B** Materials

Use materials conforming to Chapter 8.24 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish copper water service pipe, pipe bedding material and backfill as specified in plans.

Supply the corporation, curb stop with curb box and the adaptor to connect to the existing lead service on site. Corporations shall be Ford FB600 Series, McDonald 74701B Series or Mueller B25000 Series. Curb Stops shall be full port, ball valve, and copper tube size compression fitting. Acceptable models are Mueller B-25155, Ford B44, or Mueller 76100. Curb Boxes shall be arched Buffalo type manufactured by Tyler Union. 6850 screw type valve boxes and 6500 screw type curb/service boxes shall be used.

When reconnecting to existing lead services, a No-Contract Lead Pak compression coupling shall be used to prevent direct contact of the lead plumbing line with other metallic water system components.

## C Construction

Use methods that conform to Chapter 5 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, the AWWA C600-93 and supplemented as follows:

Tap all connections, install the copper pipe, curb stop, curb box and adaptor to complete the service installation as designated on the plans. Saddle taps shall be used for 2" connections.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

The locations designated in the plan are to the best of city records. The contractor shall determine the exact location of the services as they are verified in the field.

## **D** Measurement

The department will measure Water Service, Copper, 2-Inch by the linear foot, acceptably completed from the center of the water main to the curb stop. The copper service pipe used on the house side of the curb stop for reconnection to the existing private service line is incidental to the Water Service Installation. The cost of all taps shall be included in the price bid for linear feet of service. Water tapping fees are NOT required for this project.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	Water Service, Copper, 2-Inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

## 89. Precast Concrete Planter Curbing, Item SPV.0090.09.

## A Description

This special provision describes furnishing and installing fabricated precast concrete curbing and associated connection hardware according to the dimensions, elevations and details as shown on the plans and provided in the contract. Construction work includes the excavation and removal of existing material from project site to accommodate placement of new precast concrete curbing.

## **B** Materials

Precast concrete components shall include cement that is processed from ASTM C150 Type 1-Portland Cement. Sand shall be according to ASTM C33. Water shall be according to ASTM C330. Air entrainment admixture shall be according to ASTM C260.

Color to be Dynamic Color Solutions #52A Desert Buff using white Portland cement.

Reinforcement shall be epoxy coated according to A775, with strength and size commensurate with precast concrete curbing design.

Surface finish aggregate: clean, smooth finish from single source throughout conforming to ASTM C33.

Sealant: Color to match precast concrete.

Related components include fabricated galvanized steel anchor bolts capable of anchoring precast concrete curbs to a minimum depth of 2 inches into substrate. Connection plates shall be fabricated from galvanized steel to the following dimensions of 1/4 inch by 4 inches by 6 inches.

Shop Drawings: Submit detailed shop drawings of all precast concrete curbing showing typical cross sections and profile; including precast piece configuration, size, and layout for each individual planter. Details shall show all reinforcing and special hardware required for fastening curb sections together in the field.

Samples: Submit two 3-inch by 5-inch sample pieces of precast concrete curb illustrating color, surface finish and texture to Peter Daniels, City of West Allis DPW/Principal Engineer (414) 302-8374, for approval prior to construction.

Mock-up: Construct mock-up for one entire planter including connection hardware and joint sealer to be approved by Peter Daniels, City of West Allis DPW/Principal Engineer (414) 302-8374.

Approval of mock-up is required prior to beginning construction. Failure to receive mock-up approval may result in rejection of Work. The approved mock-up will be the standard from which the Work will be judged and approved by the Owner's Representative. Incorporate accepted mockup as part of Work.

Locate mockup where directed by Owner's Representative.

Notify the Owner's Representative and the City of West Allis seven days in advance of dates and times when mock ups will be constructed.

Qualifications: Precast Concrete Manufacturer and Trade Contractor must have a minimum of 5 years of successful experience on projects of similar magnitude and complexity to that of this Project. Manufacturer and contractor to be prequalified by Owner's Representative prior to bidding. Failure to prequalify will void bid.

Manufacturer to supply a written Quality Assurance Program and Procedure Manual.

## **C** Construction

Factory fabrication shall be produced using fabricated steel forms for quality control of uniformity and dimensions to the detailed size as shown on the plans. Curbing shall be free of fins, honeycombing and other irregularities. Curbing shall be fabricated with straight and accurate edges and surfaces.

Precast Concrete Curb installation:

- 1. Excavate area to required depth and dimensions as indicated on plans and remove spoils from project site.
- 2. Compact placed aggregate materials to achieve compaction of 95 percent modified Proctor density.
- 3. Place units without damage to shape or finish. Replace damaged panels.

- 4. Connect precast concrete curb units using galvanized steel plates with stainless steel anchors.
- 5. Plates shall be rigidly secured to prevent any movements.
- 6. Erect units level and plumb within allowable tolerances.
- 7. Align and maintain uniform horizontal and vertical joints as erection progresses. Set vertical units dry, without grout, attaining joint dimension with lead or plastic spacers. Pack grout to base of unit.
- 8. When units require adjustment beyond design or tolerance criteria, discontinue affected work; advise Owner's Representative.
- 9. Seal perimeter and intermediate joints.
- 10. Erection Tolerances:
  - Exposed vertical joint dimension: 1/4-inch
  - Exposed horizontal perimeter joint dimension: <sup>1</sup>/<sub>2</sub>-inch
  - Maximum variation from plane of location: 1/4-inch in 10 feet.
  - Maximum offset from indicated alignment between two connecting units: 1/8inch.
  - Joint tolerance: plus or minus 1/8-inch.

## D Measurement

The department will measure the precast concrete curbing by the linear foot which has been installed in an acceptable manner.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.09	Precast Concrete Planter Curbing	LF

Payment is full compensation for furnishing and installing fabricated precast concrete curbing and connection hardware and fasteners; for furnishing all shop drawings, samples, and mock-ups, and as described herein. Incidentals to include excavation and removal of existing material from project site.

# 90. 6-Inch PVC Storm Sewer Lateral, Item SPV.0090.10; 8-Inch PVC Storm Sewer Lateral, Item SPV.0090.11.

## **A** Description

This special provision describes the construction of 6-Inch and 10-Inch PVC storm sewer laterals.

## **B** Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2017 City of West Allis Addendum, and as supplemented as follows:

Storm sewer laterals shall be SDR 35 PVC pipe meeting ASTM D3034 standards, for various pipe sizes as indicated on the plan.

## **C** Construction

Use construction methods conforming to Section 608 of the WisDOT Standard Specifications.

## **D** Measurement

The department will measure 6-Inch and 8-Inch PVC Storm Sewer Laterals by the linear foot unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.10	6-Inch PVC Storm Sewer Lateral	EACH
SPV.0090.11	8-Inch PVC Storm Sewer Lateral	EACH

Payment is full compensation for furnishing and placing all materials, including pavement removal, excavation, pipe bedding, and backfill.

# 91. Temporary Traffic Signals for Intersection (W. National Ave & S. 76th St), Item SPV.0105.01.

## **A** Description

This special provision describes providing, operating, maintaining, repairing and removal of the temporary traffic signal for the intersection of the W. National Avenue & S. 76<sup>th</sup> Street. The temporary signal will consist of modifying the existing traffic signal as shown in the plans and described below.

## **B** Materials and C Construction

- (1) Contractor shall use the existing signal controller and control equipment for the temporary signal.
- (2) Contractor is responsible for furnishing and installing new signal heads, mounting hardware, moving heads, covering and de-energizing heads as shown on temporary signal plans.
- (3) Contractor shall replace pole wiring as required for new signal heads and moving existing signal heads on existing signal poles.
- (4) Contractor shall adjust video detection zones as required and as shown on temporary signal plans.
- (5) Contractor shall program existing controller as required for temporary sequence of operations.
- (6) Contractor shall restore signal to existing configuration, existing signal phasing and timings upon completion.
- (7) It is assumed that all existing signal equipment is in good, working condition. Contractor shall notify engineer prior to construction if there is damage to any equipment.
- (8) Maintenance of the signal equipment during construction is the responsibility of the contractor. Respond within one hour of notification to provide corrective action to any emergency such as but not limited to knockdowns, signal cable problems, and controller equipment failures.
- (9) If the traffic signal equipment is damaged by contractor, it shall be replaced within one working day at the contractor's expense. If the equipment is damaged by sources other than contractor, replacement infrastructure will be paid by Municipality.
- (10) Utility charges for energy service through project completion will be paid by Municipality.

## **D** Measurement

The department will measure the Temporary Traffic Signals for Intersection as a single lump sum unit for each intersection, acceptably completed.

## **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Temporary Traffic Signals for Intersection (W. National Ave & S. 76 <sup>th</sup> St)	LS

Payment is full compensation for providing, operating, maintaining, and repairing the complete temporary installation; for removal of the temporary signal and restoring the traffic signal back to the existing configuration.

## 92. 3x12 Concrete Pavers over Concrete Base, Item SPV.0165.01.

## A Description

This special provision describes installing all of the concrete base at paver areas, bituminous tack coat and paver setting bed; for cutting of the concrete pavers to fit and setting the concrete pavers as shown on the plans; provide and install dowel bars as per streetscape details; provide PVC piping and filter fabric at weep holes as per streetscape details, and as hereinafter provided. Construction work includes the excavation and removal of existing material from project site in order to construct the concrete base.

## **B** Materials

Concrete base for paver areas to be provided as indicated on Streetscape Details and as described in Wisconsin standard specification 602 Concrete Sidewalks.

Concrete Paver Manufacturer:

Tectura Designs (Wausau Tile Inc.). Contact Jeff Gramling (715) 359-5441.

Paver Type:

Concrete pavers to be 3"x12"x2" Hess Pavers with spacer lugs and chamfered edges, according to ASTMC936, Hydraulically pressed concrete of 8,000 psi minimum, 28-day compressive strength.

No Substitutions.

Freeze Thaw Cycles: Resistant to 50 freeze-thaw cycles when tested to ASTM C67.

Moisture absorption: Less than 5%.

Paver Color and finish:

- 3x12 Paver Color A (Paver fields) to be HSS-10
- 3x12 Paver Color B (Perimeter soldier course) to be HSS-50

Style: Interlocking.

Paving Pattern: Provide paving pattern as indicated on Streetscape Details.

Bituminous Setting Bed for interlocking concrete pavers shall be made from the following materials:

- Asphalt cement to be used on the bituminous setting bed shall conform to ASTM Designation D-3381 with a viscosity grade AC 20 OR AR-8000. If not available, use material conforming to ASTM D6373 and a performance grade PG 58-28 which is best suited to colder climates.
- The fine aggregate to be used in the bituminous setting bed shall be clean, hard sand with durable particles and free from adherent coatings, lumps of clay, alkali salts and organic matter. It shall be uniformly grades from "course" to "fine" and all passing the No. 4 sieve and meet the gradation requirements when tested according to the standard of test for sieve or screen analysis of fine and course aggregates ASTM Designation C-136-81.
- The dried fine aggregate shall be combined with hot asphalt cement, and the mix shall be heated to approximately 300 degrees F at an asphalt plant. The approximate proportion of materials shall be 7 percent asphalt cement and 93 percent fine sand. Each ton shall be apportioned by weight in the approximate ratio of 145 pounds asphalt to 1,855 pounds of sand. The contractor shall determine the exact proportions to produce the best possible mixture for construction of the bituminous setting bed to meet construction requirements.

Sand for joints shall be NextGel polymeric sand as manufactured by TechniSeal or approved equal. Color shall be Slate Grey. Joint sand color to be approved by Peter Daniels at time of Samples and Mock-up, see requirements below for more information.

PVC Weeps: PVC schedule 40, 2-inch diameter.

Extra Materials: Provide enough material for paving as shown on Drawings, including pieces to be cut.

Supply 20 extra of each paver size and color as replacement pavers for City of West Allis. Deliver to City of West Allis as directed by Peter Daniels.

Shop Drawings: Indicate on shop drawings, layout of pavers, special paving pattern layout, layout of curbs and borders, dimensions of paved areas, control joints, expansion joints, elevations and affected adjacent construction.

Product Data: Submit data on characteristics of paver unit, dimensions, special shapes and setting materials.

Samples: Submit the following samples illustrating style, color range, surface finish and texture to Peter Daniels, City of West Allis DPW/Principal Engineer (414) 302-8374, for approval prior to construction:

- Two full-sized samples of each 3x12 paver color.
- Minimum 2-square inch polymeric sand sample for final color verification. Provide a minimum of three additional polymeric sand sample colors that are close to the specified color; to be used as alternate options in the case that the specified color does not visually work with the sample pavers.

Mock-up: Construct mock-up, as scheduled below, including bituminous setting bed, concrete pavers, curbs and concrete header, approved joint sand color, control joints, expansion joint and accessories to pattern indicated:

Concrete paver paving layout as indicated on Streetscape Detail # 17 "Typical Layout Plan at roadway corner and terrace area", size to be minimum 6 feet by 6 feet to show typical 90 degree herringbone paving pattern (Color A) and perimeter paver soldier course (Color B) at edges of paver field.

Approval of mock-up by Peter Daniels, City of West Allis DPW/Principal Engineer (414) 302-8374, is required prior to beginning construction. Failure to receive mock-up approval may result in rejection of Work. The approved mock-up will be the standard from which the Work will be judged and approved by the Owner's Representative. Incorporate accepted mockup as part of Work.

Locate mockup where directed by Owner's Representative.

Notify the Owner's Representative and the City of West Allis seven days in advance of dates and times when mock ups will be constructed.

Qualifications:

Manufacturer: Company specializing in manufacturing products specified in this section with minimum of ten years documented experience.

Paver Installation Contractor: Contractor must have a minimum of 5 years of documented, successful concrete paver experience on projects of similar magnitude and complexity to that of this project. Failure to prequalify will void bid.

## **C** Construction

Install the concrete paver base as described in Section 602 of the Standard Specifications.

Placing bituminous setting bed for interlocking concrete pavers:

- To install the setting bed over the base surface, place ½" deep control bars directly over the base. Grade must be adjusted by placing plastic shims under depth control bars to proper grade. Set two bars parallel to each other approximately 9 feet, 6 inches apart to serve as guides for striking board (10'x2"x4"). The depth control bars must be set carefully to bring the pavers, when laid, to proper grade.
- Place some bituminous bedding material between the parallel depth control bars. Pull this bed with the striking board over these bars several times. After each passage, low porous spots must be showered with fresh bituminous material to produce a smooth, firm and even setting bed. As soon as this initial panel is completed, advance the first bar to the next position, in readiness for striking the next panel.
- Carefully fill up any depressions that remain after removing the depth control bar and plastic shims while asphalt is still hot and before compaction.
- The setting bed shall be rolled with a power roller to a nominal depth of <sup>3</sup>/<sub>4</sub>" while still hot. The thickness shall be adjusted so that when the interlocking concrete pavers are placed, the top surface of the pavers will be at the required finished grade, approximately 3/16" above the adjacent surface.

Install aluminum paver edge restraint as indicated in the streetscape details before placing concrete paver paving. Use paver edge restraints along all unrestrained paver edges.

Installation of interlocking concrete pavers:

1. After the neoprene modified asphalt adhesive is applied, carefully place the pavers by hand in straight courses with hand tight joints and uniform top surface. Good alignment must be kept and install the concrete pavers in patterns as shown in the plans.

Lay concrete pavers over concrete base, Base Aggregate Open Graded, ¾" Bituminous Setting Bed, Tack Coat and Neoprene Modified Asphalt Adhesive. Pavers shall slope evenly and be flush with the surrounding masonry. The face of the pavers shall be flush with the finished street or sidewalk surface. Maximum variation of surface flatness: 1/8-inch. Maximum variation of brick joints: 1/32-inch.

## Concrete Pavers:

Place paver units in pattern as shown in the plans from straight reference line. Place any cut pavers for perimeter courses in middle of runs. Machine saw partial units. Maintain tight joints between pavers and at abutting vertical surfaces and protrusions. Maintain uniform joint width of 1/16-inch between pavers and at abutting vertical surfaces and protrusions. Install full-depth expansion joints as indicated on drawings. Form control and expansion joints as detailed with sealant and backing rod. Form control joints in concrete 3/8-inch wide. Form expansion joints in concrete pavers 3/8-inch wide. Place polymeric sand according to sand manufacturer's written specifications.

## Cleaning:

Do not clean pavers until pavers and mortar are dry for minimum of three days. Clean soiled surfaces using cleaning solution. Do not harm pavers, joint materials or adjacent surfaces. Use non-metallic tools in cleaning operations. Rinse surfaces thoroughly with clean water. Broom clean paving surfaces. Dispose of excess sand.

Do not permit traffic over unprotected paver surface for seven days. Protect with plywood sheets as necessary.

## **D** Measurement

The department will measure 3x12 Concrete Pavers Over Concrete Base in area by the square foot of concrete pavers, 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.0165.01	3x12 Concrete Pavers Over Concrete Base	SF

Payment is full compensation for furnishing and installing 3x12 concrete pavers over a concrete base, for bituminous tack coat, setting bed, polymeric joint sand, 2-inch PVC weeps, filter fabric, expansion joint materials, dowel bars, steel reinforcing, and all associated hardware; for all excavation and removal of existing material from site; and for furnishing all shop drawings, samples, and mock-ups, as described above.

## 93. 6x24 Concrete Pavers over Concrete Base, Item SPV.0165.02.

## **A** Description

This special provision describes installing all of the concrete base at paver areas, bituminous tack coat and paver setting bed; for cutting of the concrete pavers to fit and setting the concrete pavers as shown on the plans; provide and install dowel bars as per streetscape details; provide PVC piping and filter fabric at weep holes as per streetscape details, and as hereinafter provided. Construction work includes the excavation and removal of existing material from project site in order to construct the concrete base.

## **B** Materials

Concrete base for paver areas to be provided as indicated on Streetscape Details and as described in Wisconsin standard specification 602 Concrete Sidewalks.

## Concrete Paver Manufacturer:

Tectura Designs (Wausau Tile Inc.). Contact Jeff Gramling, (715) 359-5441.

Paver Type:

Concrete pavers to be 6"x24"x2" Hess Pavers with spacer lugs and chamfered edges, according to ASTMC936, Hydraulically pressed concrete of 8,000 psi minimum, 28-day compressive strength.

No Substitutions.

Freeze Thaw Cycles: Resistant to 50 freeze-thaw cycles when tested to ASTM C67.

Moisture absorption: Less than 5%.

Paver Color and finish:

8. 6x24 Paver Color to be WD-600 (Wood texture pavers in roadway terrace areas)

Style: Interlocking.

Paving Pattern: Provide paving pattern as indicated on Streetscape Details.

Bituminous Setting Bed for interlocking concrete pavers shall be made from the following materials:

- Asphalt cement to be used on the bituminous setting bed shall conform to ASTM Designation D-3381 with a viscosity grade AC 20 OR AR-8000. If not available, use material conforming to ASTM D6373 and a performance grade PG 58-28 which is best suited to colder climates.
- The fine aggregate to be used in the bituminous setting bed shall be clean, hard sand with durable particles and free from adherent coatings, lumps of clay, alkali salts and organic matter. It shall be uniformly grades from "course" to "fine" and all passing the No. 4 sieve and meet the gradation requirements when tested according to the standard of test for sieve or screen analysis of fine and course aggregates ASTM Designation C-136-81.
- The dried fine aggregate shall be combined with hot asphalt cement, and the mix shall be heated to approximately 300 degrees F at an asphalt plant. The approximate proportion of materials shall be 7 percent asphalt cement and 93 percent fine sand. Each ton shall be apportioned by weight in the approximate ratio of 145 pounds asphalt to 1,855 pounds of sand. The contractor shall determine the exact proportions to produce the best possible mixture for construction of the bituminous setting bed to meet construction requirements.

Sand for joints shall be NextGel polymeric sand as manufactured by TechniSeal or approved equal. Color shall be Nordic Grey. Joint sand color to be approved by Peter Daniels at time of Samples & Mock-up, see requirements below for more information.

PVC Weeps: PVC schedule 40, 2-inch diameter.

Extra Materials: Provide enough material for paving as shown on Drawings, including pieces to be cut.

Supply 20 extra of each paver size and color as replacement pavers for City of West Allis. Deliver to City of West Allis as directed by Peter Daniels.

Shop Drawings: Indicate on shop drawings, layout of pavers, special paving pattern layout, layout of curbs and borders, dimensions of paved areas, control joints, expansion joints, elevations and affected adjacent construction.

Product Data: Submit data on characteristics of paver unit, dimensions, special shapes and setting materials.

Samples: Submit the following samples illustrating style, color range, surface finish and texture to Peter Daniels, City of West Allis DPW/Principal Engineer, (414) 302-8374, for approval prior to construction:

- Two full-sized samples of 6x24 paver.
- Minimum 2-square inch polymeric sand sample for final color verification. Provide a minimum of three additional polymeric sand sample colors that are close to the specified color; to be used as alternate options in the case that the specified color does not visually work with the sample pavers.

Mock-up: Construct mock-up, as scheduled below, including bituminous setting bed, concrete pavers, curbs and concrete header, approved joint sand color, control joints, expansion joint and accessories to pattern indicated:

6x24 Concrete paver paving layout as indicated on Streetscape Detail # 17 "Typical Layout Plan at roadway corner and terrace area", minimum 4 feet long by full terrace width to show paver pattern and adjacent curb and sidewalk.

Approval of mock-up by Peter Daniels, City of West Allis DPW/Principal Engineer, (414) 302-8374, is required prior to beginning construction. Failure to receive mock-up approval may result in rejection of Work. The approved mock-up will be the standard from which the Work will be judged and approved by the Owner's Representative. Incorporate accepted mockup as part of Work.

Locate mockup where directed by Owner's Representative.

Notify the Owner's Representative and the City of West Allis seven days in advance of dates and times when mock ups will be constructed.

#### Qualifications:

Manufacturer: Company specializing in manufacturing products specified in this section with minimum of ten years documented experience.

Paver Installation Contractor: Contractor must have a minimum of 5 years of documented, successful concrete paver experience on projects of similar magnitude and complexity to that of this project. Failure to prequalify will void bid.

## C Construction

Install the concrete paver base as described in Section 602 of the Standard Specifications.

Placing bituminous setting bed for interlocking concrete pavers:

- To install the setting bed over the base surface, place ½" deep control bars directly over the base. Grade must be adjusted by placing plastic shims under depth control bars to proper grade. Set two bars parallel to each other approximately 9 feet, 6 inches apart to serve as guides for striking board (10'x2"x4"). The depth control bars must be set carefully to bring the pavers, when laid, to proper grade.
- Place some bituminous bedding material between the parallel depth control bars. Pull this bed with the striking board over these bars several times. After each passage, low porous spots must be showered with fresh bituminous material to produce a smooth, firm and even setting bed. As soon as this initial panel is completed, advance the first bar to the next position, in readiness for striking the next panel.
- Carefully fill up any depressions that remain after removing the depth control bar and plastic shims while asphalt is still hot and before compaction.
- The setting bed shall be rolled with a power roller to a nominal depth of <sup>3</sup>/<sub>4</sub>" while still hot. The thickness shall be adjusted so that when the interlocking concrete pavers are placed, the top surface of the pavers will be at the required finished grade, approximately 3/16" above the adjacent surface.

Install aluminum paver edge restraint as indicated in the streetscape details before placing concrete paver paving. Use paver edge restraints along all unrestrained paver edges.

Installation of interlocking concrete pavers:

1. After the neoprene modified asphalt adhesive is applied, carefully place the pavers by hand in straight courses with hand tight joints and uniform top surface. Good alignment must be kept and install the concrete pavers in patterns as shown in the plans.

Lay concrete pavers over concrete base, Base Aggregate Open Graded, <sup>3</sup>/<sub>4</sub>" Bituminous Setting Bed, Tack Coat and Neoprene Modified Asphalt Adhesive. Pavers shall slope evenly and be flush with the surrounding masonry. The face of the pavers shall be flush with the finished street or sidewalk surface. Maximum variation of surface flatness: 1/8-inch. Maximum variation of brick joints: 1/32-inch.

## Concrete Pavers:

Place paver units in pattern as shown in the plans from straight reference line. Place any cut pavers for perimeter courses in middle of runs. Machine saw partial units. Maintain tight joints between pavers and at abutting vertical surfaces and protrusions. Maintain uniform joint width of 1/16-inch between pavers and at abutting vertical surfaces and protrusions. Install full-depth expansion joints as indicated on Drawings. Form control and expansion joints as detailed with sealant and backing rod. Form control joints in concrete 3/8-inch

wide. Form expansion joints in concrete pavers 3/8-inch wide. Place polymeric sand according to sand manufacturer's written specifications.

Cleaning:

Do not clean pavers until pavers and mortar are dry for minimum of three days. Clean soiled surfaces using cleaning solution. Do not harm pavers, joint materials or adjacent surfaces. Use non-metallic tools in cleaning operations. Rinse surfaces thoroughly with clean water. Broom clean paving surfaces. Dispose of excess sand.

Do not permit traffic over unprotected paver surface for seven days. Protect with plywood sheets as necessary.

#### **D** Measurement

The department will measure Concrete Paver Paving in area by the square foot of concrete pavers, 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.0165.02	6x24 Concrete Pavers Over Concrete Base	SF

Payment is full compensation for furnishing and installing 6x24 concrete pavers over a concrete base, for bituminous tack coat, setting bed, polymeric joint sand, 2-inch PVC weeps, filter fabric, expansion joint materials, dowel bars, steel reinforcing, and all associated hardware; for all excavation and removal of existing material from site; and for furnishing all shop drawings, samples, and mock-ups, as described above.

## 94. High Friction Green Surfacing, Item SPV.0165.03.

#### A Description

This special provision describes providing furnishing and applying a high friction surfacing system according to this Section and in conformity with the lines and details shown on the plans. The field installed system shall consist of a Methyl Methacrylate (MMA) resin system that is used for pavement area markings and anti- skid surfacing to provide high friction resistance and the desired color. The color of the High Friction Colored Surface shall be Bike Lane Green.

The manufacturer's technical representative shall come to the construction site to train department and contractor personnel prior to surface treatment and shall be available during application as necessary.

## **B** Materials

**General:** Use Color-Safe Pavement Marking with Anti-Skid Surface by Transpo Industries or an approved equal. Use a MMA based resin system capable of retaining an aggregate topping under vehicular traffic conditions. Install High Friction Colored Surface according to manufactures specifications.

The MMA based resin system shall comply with chromaticity requirements according to MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

**MMA Based Resin System:** The MMA based resin system shall meet the following requirements:

<u>Property</u>	<u>Value</u>	Test Method
Tensile Strength @ 7 days, psi, minimum	1000	ASTM D 638
Hardness, Shore D, minimum	80	ASTM D 2240
Gel Time, minutes, minimum	10	ASTM D 2471
Cure Rate, hours, maximum	3	Film@ 75ºF
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

**Aggregate:** The aggregate shall be high friction crushed Bauxite, Granite, or gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

Property	<u>Value</u>	Test Method
Aggregate Abrasion Value,	maximum 20	LA Abrasion
Aggregate Grading,		
No 6 Sieve Size,	minimum passing, 95%	
No 16 Sieve Size,	maximum passing, 5%	
Aggregate Color Green		

**Certification:** Finished surface shall have a minimum 60 FN40R according to ASTM E274) of vehicular bearing surface using the modified epoxy binder.

## **C** Construction

**General:** Apply High Friction Colored Surface according to manufactures specifications.

**Preparation:** Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces. The manufacturer's representative will determine if all surfaces have been adequately cleaned.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to the epoxy binder application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the engineer. Proceed with the epoxy binder and aggregate topping installation once the epoxy, in the pre-treated areas, has gelled or once the alternative procedure has been accomplished.

For applications on new pavements, install the high friction epoxy binder and aggregate topping a minimum of 20 days after the placement of the underlying and adjacent pavement.

**Mixing and Application of MMA based resin system and Aggregate Wearing Course:** Utilize one of the following methods for the application of the MMA based resin system, as applicable.

- a. **Hand mixing and application**: Proportion the MMA based resin system as recommended by the manufacturer, and mix using a low speed, high torque drill fitted with a helical stirrer. Hand-apply the mixed components onto a prepared pavement surface at a thickness recommended by the manufacturer. Uniformly spread hand-applied base binder onto the substrate surface by means of a serrated edge squeegee.
- b. **Mechanical mixing and application**: Apply the MMA based resin system material by a truck mounted application machine onto the pavement section to be treated in varying widths at a uniform application thickness. Proceed with operations in such a manner that will not allow the MMA based resin system material to separate in the mixing lines, cure, dry, or otherwise impair retention bonding of the high friction surfacing aggregate. Apply the mixed components mechanically onto the prepared pavement surface with a uniform thickness of 50 to 100 mils. Immediately, mechanically apply the high friction surfacing aggregate in a uniform, continuous manner.

For either of the above methods, do not use vibratory or impact type compaction on the aggregate after placement. Use only lightweight rollers to seat the aggregate topping without crushing the aggregate. Complete coverage of the "wet" MMA based resin system material with aggregate is necessary to achieve a uniform surface. No exposed wet spots shall be visible once the aggregate is placed.

**Curing:** Allow the high friction aggregate topped MMA based resin system to cure according to manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured.

**Removal of Excess Aggregate:** Remove the excess aggregate by hand brooms, mechanical sweeping, or vacuum sweeping before opening to traffic. Excess aggregate can be reused on the following day's installation, provided the aggregate is clean, uncontaminated, and dry.

The engineer may require additional mechanical or vacuum sweeping as necessary after the system fully cures and the treated surface is open to traffic.

## PERFORMANCE REQUIREMENTS

**Raveling and Delamination:** Remove and replace high friction colored surface treatment that ravels, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the engineer. The limits of removal and replacement shall be approved by the engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

**Warranty:** The MMA based resin system material shall be installed per plans and specification. The engineer will notify the contractor within 48 hours of installation regarding any of the MMA based resin system material that is installed not to specification or to the satisfaction of the engineer. Non-conforming MMA based resin system material shall be removed at no charge to the city and replaced with conforming product.

The warranty period for the following points shall be for the 1-year duration of the performance bond for the project.

- The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 according to ASTM E-303.
- The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the two- part modified epoxy material will not be subject to excessive cracking in its surface.

#### **D** Measurement

The department will measure High Friction Colored surface in square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	High Friction Green Surfacing	SF

Payment is full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.

## 95. Wall Modular Block Gravity Landscape, Sta. 64+25 Item SPV.0165.04.

## **A** Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according 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.

## **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 according 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: <u>DOTDLStructuresFabrication@dot.wi.gov</u>.

## **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  $\frac{1}{2}$  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 according to Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls according 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 according to 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.

The design of the wall by the Contractor shall consider the internal and compound stability of the wall mass according to 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 according to 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 drycast 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 according to 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.
- 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  $\pm 1/8$  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  $1\frac{3}{4}$  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	Method	Requirement Dry-cast Wet-cast	
	Wethod		
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 non-conforming.

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

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.

Test	Method	Value
рН	AASHTO T-289	4.5-9.0
Sulfate content [1]	AASHTO T-290	200 ppm max.
Chloride content <sup>[1]</sup>	AASHTO T-291	100 ppm max.
Electrical Resistivity <sup>[1]</sup>	AASHTO T-288	3000 ohm-cm min.
Organic Content <sup>[1]</sup>	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)

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

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

[2] 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.

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, 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 ( $T_{al}$ ) 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  $(T_{al})$  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,

$$T_{al} = \frac{T_{ult}}{RF_{ID} x RF_{CR} x RF_{D}}$$

where:

- T<sub>ult</sub> = 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 thereinforcement. 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<sub>D</sub> = Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation. In no case shall RF<sub>D</sub> 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".

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:

- $T_{ac}$  = Nominal long-term reinforcement facing connection strength per unit reinforcement width at a specified confining pressure.
- T<sub>ult</sub> = 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.

## **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 according 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 according 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.

## **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 according to 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:

- 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
- 2. 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.
- 3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
- 4. Descriptions of stockpiling and hauling methods.
- 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
- 6. Location of the QC laboratory, retained sample storage, and other documentation.
- 7. A summary of the locations and calculated quantities to be tested under this provision.
- 8. 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.

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.
- (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 NUMBER	DESCRIPTION	UNIT
SPV.0165.04	Wall Modular Block Gravity Landscape Sta. 64+25	SF

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.

Parapets, railings, and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price for those items.

SPV.0165.04 (20191016)

## 96. Remove, Salvage and Reinstall Brick Pavers, Item SPV.0165.05.

#### A Description

This special provision describes removing, salvaging and reinstalling existing brick pavers at locations identified in the plans.

## **B** Materials

- 1. Bedding sand
  - Bedding sand shall be washed free from deleterious or foreign materials, well graded, angular, concrete sand conforming to ASTM C33 with a 3/16 in. maximum aggregate size.
  - 2. Joint Filling materials
    - a. Polymeric Sand:
      - i. Manufacturer:
        - 1. Techniseal: Series: HP NextGel polymeric jointing sand; <u>www.techniseal.com</u> (or approved equal)
  - 3. Aggregate base material
    - a. Aggregate base shall conform to standard spec 305.2 for 3/4 inch gradation

#### C Construction

- 1. Remove the existing brick pavers in a way that prevents damaging the bricks to the location shown on the plans. If the contractor damages the bricks through its own operations, then the contractor shall replace them at no expense to the Department. Store materials in a safe location until they are ready to be reinstalled.
- Spread and compact aggregate base material in uniform layers not exceeding 4 inches. Compact to 95 percent maximum density. The surface of the aggregate base material should be close-knit to prevent bedding sand from filtering and eroding the base.
- 3. Spread setting bed sand evenly over prepared aggregate base to a minimum thickness of 1-inch.
- 4. Dampen and roller compact sand to level and even surface.
- 5. Screed and scarify top  $\frac{1}{2}$ -inch of sand.
- 6. Reinstall salvaged bricks back to the original layout. Excess bricks shall be palletized, wrapped and given to City. If the City does not want the bricks then they must be disposed of off-site.
- 7. Spread polymeric sand over surface and sweep into joints. Moisten joints and recover with additional sand until firm joints are achieved. Remove excess sand.
- 8. Tamp and level paver units with mechanical plate vibrator until units are firmly bedded, level and to the correct elevation.
- 9. Spread sand over surface and sweep into joints.

#### D Measurement

The department will measure Remove, Salvage and Reinstall Brick Pavers by the square 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.0165.05	Remove, Salvage and Reinstall Brick Pavers	SF

Payment is full compensation for removing the existing bricks, storing, for re-installing salvaged bricks on compacted sand and aggregate base course, delivery of excess bricks to city and all incidentals necessary to complete the work.

## 97. Shredded Hardwood Bark Mulch, Item SPV.0180.01.

## A Description

This special provision describes furnishing and installing Shredded Hardwood Bark Mulch as shown on the plans, and as hereinafter provided. Minimum mulch thickness to be 3-inches.

## **B** Materials

Shredded Hardwood Bark Mulch shall be natural, shredded hardwood bark mulch, free of growth or germination inhibiting ingredients, and shall be no larger than 4-inches in any dimension, and suitable for top dressing of planting beds. No artificial coloration shall be added.

Samples: Submit sample demonstrating color, size and properties to engineer, for approval prior to construction.

## **C** Construction

The installation of the Shredded Hardwood Bark Mulch shall be according to the plans and details. Keep mulch minimum 2-inches away from all tree trunks, woody stems and herbaceous shoots.

## **D** Measurement

The department will measure Shredded Hardwood Bark Mulch by square yard of material, furnished and placed in an acceptable manner.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Shredded Hardwood Bark Mulch	SY

Payment is full compensation for furnishing and installing Shredded Hardwood Bark Mulch.

## 98. Sanitary Manhole, 42" Dia., Item SPV.0200.01.

## **A** Description

This special provision describes 42" dia. Sanitary Manhole.

## **B** Materials

Use materials conforming to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and as supplemented as follows:

Furnish 42" dia. precast manhole structure, brick or concrete rings and mortar to complete the structure. 48" dia. precast manhole structures will be allowed if 42" dia. structures are not available.

Supply Neenah Type R-1661-0009 (Heavy Duty Frame) with Neenah Type 1661-0010 (Heavy Duty Solid Gasketed Lid). Existing manhole frames shall be removed from the manholes and returned to the Department of Public Works yard by the contractor. Contact the city inspector at (414) 302-8360 to coordinate delivery of existing frames.

## C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, with the 2019 City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the 2019 City of West Allis Addendum.

Construct at locations designated in the plan.

## D Measurement

The department will measure Sanitary Manhole, 42" Dia. by the vertical foot from lowest invert to top of frame of each structure, acceptably completed.

## E Payment

The department will pay for measured quantities at the contract unit price under the following item:			
ITEM NUMBER	DESCRIPTION	UNIT	
SPV.0200.01	Sanitary Manhole, 42" Dia.	VF	

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill. Payment includes incidental pipe to reconnect existing sewer lines.

## 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 2 (*number*) TrANS Graduate(s) be utilized on this contract.

2) <u>On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice</u>. 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 2 (*number*) TrANS Apprentice(s) be utilized on this contract.

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

# 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 under-representation of members of these groups in highway construction skilled crafts.

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

(1) To increase the overall effectiveness of the State highway agencies' approved training programs.

(2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

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

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

# **ADDITIONAL SPECIAL PROVISION 3**

## DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

## 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 nonnegotiable. 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. <u>https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf</u>
  - (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: <u>https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx</u>

## 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: <u>DOTDBESupportServices@dot.wi.gov.</u>
  - (3) <u>Request quotes</u> 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 <u>DOTDBESupportServices@dot.wi.gov</u>.
    - ii. SBN is the preferred outreach tool. <u>https://www.bidx.com/wi/main</u>. 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.
  - (1) 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 <u>tied bid items</u>. "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**

- 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: <u>https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx</u>
- 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 https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf

## 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.

- 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 <u>DBE Alert@dot.wi.gov</u> 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 <u>DBE\_Alert@dot.wi.gov</u>. 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 revice the DT1506 based on the ameil/discussion area

The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

## **18. Contract Modifications**

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

## 19. Payment

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

# APPENDIX A Sample Contractor Solicitation Letter Page 1 This sample is provided as a guide not a requirement

#### GFW SAMPLE MEMORANDUM

TO:	DBE FIRMS
FROM:	POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR
SUBJECT:	REQUEST FOR DBE QUOTES
	LET DATE & TIME
DATE:	MONTH DAY YEAR
CC:	DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <a href="https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx">https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx</a>

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> <u>the correct letting date, project ID and proposal number, unit price and extension are included in your quote.</u> 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 <u>https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx</u> All questions should be directed to:

Project Manager, John Doe, Phone: (000) 123-4567 Email: <u>Joe@joetheplumber.com</u> Fax: (000) 123- 4657

# **Sample Contractor Solicitation Letter Page 2** *This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: Letting Date: Project ID:								
Please check all that apply Yes, we will be quotin No, we are not interes Please take our name We have questions ab	sted in qu off your	uoting on t monthly D	he letting ( BE conta	or its item: ct list	s referenced		this number	
Prime Contractor 's Con	ntact Pers	son			DBE Cor	ntractor C	ontact Perso	on
Phone: Fax: Email:			] - - -	Phone Fax Email				
F	Please ci	rcle the jo	bs and ite	ems you w	vill be quo	ting below	W	
Proposal No.		1	2	3	4	5	6	7
County								
WORK DESCRIPTION:						1		

Clear and Grub	Х		Х	Х		Х	Х
Dump Truck Hauling	Х		Х	Х		Х	Х
Curb & Gutter/Sidewalk, Etc.	Х		Х	Х		Х	Х
Erosion Control Items	Х		Х	Х		Х	Х
Signs and Posts/Markers	Х		Х	Х		Х	Х
Traffic Control		Х	Х	Х		Х	Х
Electrical Work/Traffic Signals		Х	Х	Х		Х	
Pavement Marking		Х	Х	Х	Х	Х	Х
Sawing Pavement		Х	Х	Х	Х	Х	Х
QMP, Base	Х	Х		Х	Х	Х	Х
Pipe Underdrain	Х			Х			
Beam Guard				Х	Х	Х	Х
Concrete Staining							Х
Trees/Shrubs	Х						Х

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

## We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.

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

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

possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

## DBE

**Ø** DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.

Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.

Review the status of contracts on the HCCI website reviewing the 'apparent low bidder' list, and bid tabs at a minimum.

Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.

- Ø Participate in DBE office assessment programs.
- Ø Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Ø 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.

# <u>APPENDIX D</u> 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.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a

contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. 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<sup>®</sup> 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 DBEpreferred 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<sup>®</sup> 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 <u>www.bidx.com</u> and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
- b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

## **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

<sup>(1)</sup> 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

<sup>(1)</sup> 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

<sup>(1)</sup> 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

- <sup>(1)</sup> 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.
- <sup>(2)</sup> 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.
- <sup>(3)</sup> 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:

<sup>(3)</sup> 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

- <sup>(1)</sup> 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.
- <sup>(3)</sup> 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

- <sup>(1)</sup> 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

- <sup>(1)</sup> 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

- <sup>(1)</sup> 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.
- <sup>(2)</sup> 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	

Using gravel aggregates produced from pit sources in one or more of the following counties or from out of state:
 Dodge Washington Waukesha

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## 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	ASTM D5821 as modified in CMM 8-60
Moisture/density <sup>[1]</sup>	AASHTO T99 and AASHTO T180
In-place density <sup>[1]</sup>	AASHTO T191
Asphaltic material extraction	CMM 8-36 WisDOT Test Method 1560
<sup>[1]</sup> As modified in CMM 8-60.	

### 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%	<u>not allowed</u>	<u>not allowed</u>	not allowed	not allowed		

### TABLE 301-2 AGGREGATE BASE PHYSICAL PROPERTIES

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

<sup>[2]</sup> No requirement for material taken from within the project limits. For material supplied from a source outside the project limits:

- LA wear maximum of 50 percent loss, by weight.
- Freeze thaw maximum of 42 percent loss, by weight.
- <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> >=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	
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
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:

- <sup>(5)</sup> 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.

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	PERCENT PASSING DESIGNATED SIEVES									
SIEVE	NOMINAL SIZE									
SILVL	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		

#### TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

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

<sup>[2]</sup> 15.5 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.

LT	MT	HT	SMA
	1		
13	13	13	13
50	45	45	35
12	12	12	12
18	18	18	18
65/	75 / 60	98 / 90	100/90
5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
40 <sup>[1]</sup>	43 <sup>[1]</sup>	45	45
40	40 <sup>[2]</sup>	45	50
<= 1%	<= 1%	<= 1%	<= 1%
<= 4	<= 4	<= 4	<= 4
6	7	8	7
40	75	100	65
60	115	160	100
4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.5 (95.5)
<= 91.5 <sup>[3]</sup>	<= 89.0 <sup>[3]</sup>	<= 89.0	
<= 98.0	<= 98.0	<= 98.0	<= 98.0
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
68 - 80 <sup>[6] [8]</sup>	65 - 75 <sup>[6] [7] [9]</sup>	65 - 75 <sup>[6] [7] [9]</sup>	70 - 80
0.75 min	0.75 min	0.75 min	0.80 min
0.80 min	0.80 min	0.80 min	0.80 min
			<= 0.30
	$ \begin{array}{c} 50 \\ 12 \\ 18 \\ 65/ \\ 5 \\ (5:1 ratio) \\ 40^{(1)} \\ 40 \\ <= 1\% \\ <= 4 \\ 6 \\ 40 \\ 60 \\ 4.0 \\ (96.0) \\ <= 91.5^{(3)} \\ <= 98.0 \\ 0.6 - 1.2^{(5)} \\ 68 - 80^{(6) \lceil 8\rceil} \\ 0.75 \min \end{array} $	$50$ $45$ 12121818 $65/\_$ $75 / 60$ $5/\_$ $5(5:1 ratio)$ $40^{(1)}$ $43^{(1)}$ $40^{(1)}$ $43^{(1)}$ $40$ $40^{(2)}$ $40$ $40^{(2)}$ $40$ $40^{(2)}$ $40$ $40^{(2)}$ $40$ $40^{(2)}$ $40$ $40^{(2)}$ $40$ $40^{(2)}$ $40$ $40^{(2)}$ $40$ $40^{(2)}$ $<= 1\%$ $<= 1\%$ $<= 4$ $<= 4$ $6$ $7$ $40$ $75$ $60$ $115$ $4.0$ $4.0$ $(96.0)$ $(96.0)$ $<= 91.5^{(3)}$ $<= 89.0^{(3)}$ $<= 98.0$ $<= 98.0$ $0.6 - 1.2^{(5)}$ $0.6 - 1.2^{(5)}$ $68 - 80^{(6) [8]}$ $65 - 75^{(6) [7] [9]}$ $0.75$ min $0.75$ min	504545121212181818 $65/\_$ $75/60$ $98/90$ $5/\_$ $5(5:1 ratio)$ $(5:1 ratio)$ $40^{[1]}$ $43^{[1]}$ $45$ $40$ $40^{[2]}$ $45$ $40$ $40^{[2]}$ $45$ $40$ $40^{[2]}$ $45$ $40$ $40^{[2]}$ $45$ $40$ $40^{[2]}$ $45$ $<=1\%$ $<=1\%$ $<=1\%$ $<=4$ $<=4$ $<=4$ $6$ $7$ $8$ $40$ $75$ $100$ $60$ $115$ $160$ $4.0$ $4.0$ $96.0$ $(96.0)$ $(96.0)$ $(96.0)$ $<=91.5^{[3]}$ $<=89.0^{[3]}$ $<=89.0$ $<=98.0$ $<=98.0$ $<=98.0$ $<=98.0$ $<=98.0$ $<=98.0$ $0.6 - 1.2^{[5]}$ $0.6 - 1.2^{[5]}$ $0.6 - 1.2^{[5]}$ $68 - 80^{[6][8]}$ $65 - 75^{[6][77][9]}$ $65 - 75^{[6][77][9]}$ $0.75$ min $0.75$ min $0.75$ min

TABLE 460-2 MIXTURE REQUIREMENTS

<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>[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>[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.

- <sup>(9)</sup> For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.
- <sup>[10]</sup> WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.
- <sup>[11]</sup> 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-andwhite 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:

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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
[1] For SMA IME limits are 1/12 and way	ning limite are 1/10	

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

<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.

#### 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 <sup>[3]</sup>
	(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>[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.

(2) 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.

(3) 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.

LOCATION LAYER		PERCENT OF TARGET MAXIMUM DENSITY		
		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>	
TRAFFIC LAINES	UPPER	93.0	93.0	93.0
SHOULDERS &	LOWER	91.0	91.0	
APPURTENANCES	UPPER	92.0	92.0	92.0

<b>TABLE 460-3</b>	MINIMUM	REQUIRED	DENSITY <sup>[1]</sup>
		IL QUILLD	DENOTITY

<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.

<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.

#### 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.

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

#### 505.2.2 Bar Steel Reinforcement

<u>Replace paragraph one with the following effective with the December 2019 letting:</u> (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.

	тгот	
TEST	TEST	MINIMUM REQUIRED CERTIFICATION
	STANDARD	(any one of the certifications listed for each test)
Random Sampling	CMM 8-30.9.2	Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)
Sampling Aggregates	AASHTO T2 <sup>[1][4]</sup>	TMS, AGGTECT-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11 <sup>[1]</sup>	
Fine and coarse aggregate gradation	AASHTO T27 <sup>[1]</sup>	
Aggregate moisture content	AASHTO T255 <sup>[1]</sup>	AGGTEC-I, ACT-AGG
Fractured faces	ASTM D5821 <sup>[1]</sup>	
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS)
Plasticity index	AASHTO T90 <sup>[3]</sup>	GRADINGTEC-I, or ACT-GRADING
Sampling freshly mixed concrete	AASHTO R60	
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup>	
Air void system of fresh concrete	AASHTO TP118 <sup>[5]</sup>	
Concrete slump	AASHTO T119 <sup>[2]</sup>	PCCTEC-1 ACT-PCC
Concrete temperature	ASTM C1064	701100
Making and curing concrete cylinders	AASHTO T23	
Moist curing for concrete cylinders	AASHTO M201	
Concrete compressive strength	AASHTO T22	Concrete Strength Tester (CST)
Concrete flexural strength	AASHTO T97	CST Assistant Certified Technician (ACT-CST)
Profiling		PROFILER

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

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

<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.

### 715.2.1 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.

### 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.
  - <sup>[1]</sup> 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  $\leq 6000$  tons and  $\geq 500$  tons, do the following:
  - 1. Conduct one QC stockpile test before placement.
  - 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:

- <sup>(3)</sup> 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.

## Effective with December 2017 Letting

## 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.
  - 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.
  - 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:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-subletsmanual.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 <u>paul.ndon@dot.wi.gov</u>. 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
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control ActX. Compliance with Governmentwide Suspension and
- Compliance with Governmentwide Suspension and Debarment Requirements
- XI. 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-thejob 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.

 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.

a. 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 <u>Form FHWA-1391</u>. 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-ofway 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**

T h is p r o v i s i o n i s 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

T h is p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (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:

 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 (https://www.epls.gov/), 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 Nondiscrimination 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:

County	_%_	County	<u>%</u>	County	_%
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 Minority Participation for Each Trade:**

## **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

## 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. <u>https://www.dol.gov/whd/FOH/FOH\_Ch15.pdf</u>
- 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		22.65
BRWI0002-002 06/01/2018		
ASHLAND, BAYFIELD, DOUGLAS, AN	ND IRON COUNTIES	
	Rates	Fringes
BRICKLAYER		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 Fr	inges
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CEMENT MASON/CONCRETE FINISHER...\$ 35.39 21.46

#### BRWI0003-002 06/01/2018

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES Rates Fringes BRICKLAYER.....\$ 33.44 22.27 -----BRWI0004-002 06/01/2018 KENOSHA, RACINE, AND WALWORTH COUNTIES Fringes Rates BRICKLAYER.....\$ 37.66 23.35 -----BRWI0006-002 06/01/2018 ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES Rates Fringes BRICKLAYER.....\$ 34.30 21.41 -----BRWI0007-002 06/01/2018 GREEN, LAFAYETTE, AND ROCK COUNTIES Rates Fringes BRICKLAYER.....\$ 34.82 22.59 \_\_\_\_\_ BRWI0008-002 06/01/2018 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

BRICKLAYER.....\$ 33.44 22.27 BRWI0019-002 06/01/2018

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

Rates Fringes

BRICKLAYER.....\$ 32.97 22.74

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

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, AM	ND WASHINGTON
COUNTIES		

	Rates	Fringes
CARPENTER		22.11
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND DOL	IGLAS COUNTIES	
	Rates	Fringes
CARPENTER	,	20.43
CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

	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:		20.87
ELEC0014-007 06/03/2019		
REMAINING COUNTIES		
	Rates	Fringes
Teledata System Installer		
Installer/Technician	\$ 27.25	14.34
Low voltage construction, ins	tallation, ma	aintenance and
removal of teledata facilitie	es (voice, dat	ta, and video)
including outside plant, tele	phone and dat	ta inside wire,
interconnect, terminal equipm	ent, central	offices, PABX,
fiber optic cable and equipme	nt, micro wav	ves, V-SAT,
bypass, CATV, WAN (wide area	networks), L	AN (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 06/04/2018

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

Ra	ites	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

Elec	tricians:	
	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 06/03/2018		
ADAMS, CLARK (Colby, Freemont, Sherwood, Unity), FOREST, JUNE, MARINETTE (Beecher, Dunbar, Goo West of a line 6 miles West of County), ONEIDA, PORTAGE, SHAWA AND WOOD COUNTIES	AU, LANGLAD dman & Pemb the West bo	E, LINCOLN, MARATHON, ine), MENOMINEE (Area undary of Oconto
	Rates	Fringes
Electricians:		19.02
ELEC0430-002 06/01/2019		
RACINE COUNTY (Except Burlingto	n Township)	
	Rates	Fringes
Electricians:		
ELEC0494-005 06/01/2018		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKES	HA COUNTIES
	Rates	Fringes
Electricians:		24.69
ELEC0494-006 06/01/2018		
CALUMET (Township of New Holste including Chester Township), FO (Schleswig), and SHEBOYGAN COUN	ND DU LAC, I	

#### 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:					
ELEC0890-003 06/01/2019					
DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,					
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES					
	Rates	Fringes			
Electricians:	¢ 25 01	25 05%:10 02			
Electricians:					
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					
ENGI0139-005 06/03/2019					

Rates Fringes

Power Equipment 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.

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. \_\_\_\_\_ IRON0008-003 06/03/2018 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES Fringes Rates IRONWORKER.....\$ 34.88 27.72 Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. \_\_\_\_\_

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

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

	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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Rates

LAB00113-011 06/03/2019

KENOSHA AND RACINE COUNTIES

# 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

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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

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

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

Rates	Fringes

Painters:

Brush,	Roller	\$ 33.74	18.95
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Spray & Sandblast.....\$ 34.74 18.95 -----PAIN0259-002 05/01/2008 BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES Rates Fringes PAINTER.....\$ 24.11 12.15 -----PAIN0259-004 05/01/2015 BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES Rates Fringes PAINTER.....\$ 22.03 12.45 \_\_\_\_\_ PAIN0781-002 06/01/2018 JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Fringes Rates 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 Fringes Rates PAINTER Brush.....\$ 28.25 17.72

PREMIUM PAY:

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
PAIN0934-001 06/01/2017		

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
	4	

Structural Steel\$	33.89	18.95
Spray\$	34.74	18.95
Brush\$	33./4	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

20.51

Area 4.....\$ 34.70

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.

#### \_\_\_\_\_

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.

### 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: WI20190008 11/29/2019

# Superseded General Decision Number: WI20180008

# 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 \$10.60 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.

0	01/04/2019
1	02/22/2019
2	05/17/2019
3	07/26/2019
4	11/08/2019
5	11/15/2019
6	11/22/2019
7	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 BRWI0003-002 06/01/2018

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

	Rates	Fringes
BRICKLAYER		22.27
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		
BRWI0007-002 06/01/2018		
GREEN, LAFAYETTE, AND ROCK COUN	TIES	
	Rates	Fringes
BRICKLAYER		22.59
BRWI0008-002 06/01/2018		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKES	HA COUNTIES
	Rates	Fringes
BRICKLAYER		22.55
BRWI0009-001 06/01/2018		
GREEN LAKE, MARQUETTE, OUTAGAMII	E, SHAWANO,	WAUPACA, WASHARA,

AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER		
BRWI0011-002 06/01/2018		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBO	DYGAN COUNTIES
	Rates	Fringes
BRICKLAYER		
BRWI0013-002 06/01/2018		
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES	
	Rates	Fringes
BRICKLAYER		
BRWI0019-002 06/01/2018		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER		
BRWI0021-002 06/01/2018		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER 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

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
 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.....\$ 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

KENOSHA COUNTY

Rates Fringes
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

Rates Fringes

Electricians:..... \$ 32.50 19.68

ELEC0159-003 06/01/2019

Hutchins) COUNTIES

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	n	
\$180,000	\$ 32.38	18.63
Electrical contracts unde	er	
\$180,000	\$ 30.18	18.42

ELEC0242-005 05/16/2018

DOUGLAS COUNTY

	Rates	Fringes
		-
Electricians:	\$ 36.85	26.17

ELEC0388-002 06/03/2018

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

Rates Fringes

RACINE COUNTY (Except Burlington Township)

including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes
Electricians:.....\$ 33.40 22.08

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

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ENGI0139-003 06/03/2019

#### REMAINING COUNTIES

Rates	Fringes
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Power Equipment Operator

G	roup 1\$ 41		22.45
G	roup 2\$ 40	.27	22.45
G	roup 3\$ 38	97	22.45
G	roup 4\$ 38	3.44	22.45
G	roup 5\$ 36	.37	22.45
G	roup 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

#### \* ENGI0139-007 06/03/2019

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

Rates

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).

#### IRON0008-002 06/03/2018

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

Rates Fringes

27.47

IRONWORKER.....\$ 32.98

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. 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 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 \_\_\_\_\_\_\_\_\_\_LAB00113-004 06/04/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes		
Laborers: (Open Cut)			
Group 1\$ 15.11	20.65		
Group 2\$ 17.38	3 20.65		
Group 3\$ 20.92	2 20.65		
Group 4\$ 30.29	20.65		
Group 5\$ 30.43	20.65		
Group 6\$ 30.49	20.65		
Group 7\$ 32.76	20.65		
Group 8\$ 35.52	2 20.65		
Group 9\$ 36.16	20.65		
LABORERS CLASSIFICATIONS [OPEN CUT]			
GROUP 1: Yard Laborer	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 06/04/2018

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

Rates Fr	inges
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Laborers:

Group 1\$ 21.78	20.65
Group 2\$ 27.71	20.65
Group 3\$ 30.27	20.65
Group 4\$ 32.04	20.65

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

# LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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LAB00113-008 06/04/2018

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes	
Laborers: (Tunnel-Free Air)			
Group 1	\$ 20.92	20.65	
Group 2	\$ 30.43	20.65	
Group 3	\$ 30.49	20.65	
Group 4	\$ 32.70	20.65	
Group 5	\$ 32.84	20.65	
Group 6	\$ 35.52	20.65	
Group 7	\$ 36.16	20.65	
LABORERS CLASSIFICATIONS [TUNNEL	- FREE AIR]:		
GROUP 1: Flagperson			
GROUP 2: General Laborer on surface; Tower Man			
GROUP 3: Saw Man; Top Man			
GROUP 4: Form Stripper; Car Pusher			
GROUP 5: Mucker; Dinkey; Welder	(rate on surfac	e)	
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			
* LAB00113-009 06/04/2018			

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

Laborers: (Tunnel -

*COMPRESSED AIR 0 - 15 lbs.)	
Group 1\$ 20.92	20.65
Group 2\$ 30.43	20.65
Group 3\$ 33.24	20.65
Group 4\$ 34.04	20.65
Group 5\$ 34.16	20.65
Group 6\$ 36.86	20.65
Group 7\$ 37.48	20.65

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

\*Compressed Air 15 - 30 lbs add \$2.00 to all classifications \*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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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 COUNTIES

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

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LAB00464-002 06/04/2018

DANE AND DOUGLAS COUNTIES

Rates

Fringes

LABORER

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 \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete
Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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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 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)).

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"

# August 2018

# 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, <u>per se</u>, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



# Proposal Schedule of Items Page 1 of 14 Proposal ID: 20200114009 Project(s): 2410-03-71 Federal ID(s): WISC 2019803

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	248.000 ID		
0004	201.0220 Grubbing	248.000 ID		
0006	204.0100 Removing Pavement	11,928.000 SY		
0008	204.0120 Removing Asphaltic Surface Milling	502.000 SY		
0010	204.0150 Removing Curb & Gutter	177.000 LF		
0012	204.0155 Removing Concrete Sidewalk	3,454.000 SY		
0014	204.0185 Removing Masonry	5.000 CY		
0016	204.0210 Removing Manholes	22.000 EACH		
0018	204.0215 Removing Catch Basins	25.000 EACH		
0020	204.0245 Removing Storm Sewer (size) 01. 6-Inch	19.000 LF		
0022	204.0245 Removing Storm Sewer (size) 02. 8-Inch	12.000 LF		
0024	204.0245 Removing Storm Sewer (size) 03. 12- Inch	792.000 LF	·	·
0026	204.0245 Removing Storm Sewer (size) 04. 18- Inch	82.000 LF	·	,
0028	204.0245 Removing Storm Sewer (size) 05. 21- Inch	337.000 LF		
0030	204.0245 Removing Storm Sewer (size) 06. 24- Inch	314.000 LF		·



Proposal Schedule of Items		Page 2 of 14
Proposal ID: 202001	14009 Project(s): 2410-03-71	
	Federal ID(s): WISC 2019803	
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 07. 30- Inch	381.000 LF	. <u></u>	
0034	204.0291.S Abandoning Sewer	20.000 CY		
0036	204.9060.S Removing (item description) 01. Signal Pole & Concrete Base	1.000 EACH	<u>.</u>	·
0038	204.9060.S Removing (item description) 02. City Bicycle Rack	2.000 EACH	;	·
0040	204.9165.S Removing (item description) 03. Concrete Steps	52.000 SF	<u>.</u>	·
0042	205.0100 Excavation Common	11,942.000 CY		
0044	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	374.000 TON		
0046	213.0100 Finishing Roadway (project) 01. 2410- 03-71	1.000 EACH		
0048	305.0120 Base Aggregate Dense 1 1/4-Inch	5,844.000 TON		. <u></u>
0050	310.0110 Base Aggregate Open-Graded	13.000 TON		. <u></u>
0052	311.0110 Breaker Run	8,653.000 TON		. <u></u>
0054	320.0145 Concrete Base 8-Inch	42.000 SY		. <u></u>
0056	415.0080 Concrete Pavement 8-Inch	9,820.000 SY	i	. <u></u>
0058	415.1080 Concrete Pavement HES 8-Inch	898.000 SY	i	
0060	415.4100 Concrete Pavement Joint Filling	10,718.000 SY		



Proposal Schedule of Items		Page 3 of 14	
Proposal ID: 20200114	1009 Project(s):	2410-03-71	
	Federal ID(s):	WISC 2019803	
<b>SECTION:</b> 0001	Contract Items		
Alt Set ID:	Alt Mbr	ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	415.5110.S Concrete Pavement Joint Layout	1.000 LS		i
0064	416.0170 Concrete Driveway 7-Inch	139.000 SY		
0066	416.0270 Concrete Driveway HES 7-Inch	206.000 SY		
0068	416.0610 Drilled Tie Bars	41.000 EACH		
0070	416.0620 Drilled Dowel Bars	216.000 EACH		
0072	455.0605 Tack Coat	27.000 GAL		
0074	465.0105 Asphaltic Surface	65.000 TON		
0076	465.0120 Asphaltic Surface Driveways and Field Entrances	56.000 TON		
0078	465.0125 Asphaltic Surface Temporary	507.000 TON	i	
0080	513.2001 Railing Pipe	9.000 LF		
0082	601.0110 Concrete Curb Type D	47.000 LF	i	
0084	601.0319 Concrete Curb & Gutter 19-Inch	155.000 LF	i	i
0086	601.0331 Concrete Curb & Gutter 31-Inch	4,124.000 LF		i
0088	601.0600 Concrete Curb Pedestrian	36.000 LF		
0090	602.0410 Concrete Sidewalk 5-Inch	20,959.000 SF		
0092	602.0505 Curb Ramp Detectable Warning Field Yellow	324.000 SF		



Proposal Schedule of Items		Page 4 of 14
Proposal ID: 2020011	14009 Project(s): 2410-03-71	
	Federal ID(s): WISC 2019803	
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	96.000 SF	<u> </u>	·
0096	602.1500 Concrete Steps	40.000 SF		ii
0098	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	455.000 LF	;	
0100	608.0421 Storm Sewer Pipe Reinforced Concrete Class IV 21-Inch	373.000 LF	<u>.</u>	·
0102	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	243.000 LF	;	. <u></u>
0104	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	381.000 LF		·
0106	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	578.000 LF		
0108	608.0515 Storm Sewer Pipe Reinforced Concrete Class V 15-Inch	75.000 LF		·
0110	611.0530 Manhole Covers Type J	14.000 EACH	;;;	
0112	611.0648 Inlet Covers Type R	6.000 EACH		
0114	611.2004 Manholes 4-FT Diameter	7.000 EACH		i
0116	611.2005 Manholes 5-FT Diameter	6.000 EACH		
0118	611.2006 Manholes 6-FT Diameter	1.000 EACH	. <u></u>	
0120	611.8105 Adjusting Catch Basin Covers	1.000 EACH	·	
0122	611.8110 Adjusting Manhole Covers	1.000 EACH		. <u> </u>



Proposal Schedule of Items		Page 5 of 14
Proposal ID: 2020011400	09 <b>Project(s):</b> 2410-03-71	
	Federal ID(s): WISC 2019803	
<b>SECTION:</b> 0001	Contract Items	

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	611.8120.S Cover Plates Temporary	13.000 EACH		
0126	612.0106 Pipe Underdrain 6-Inch	190.000 LF		. <u> </u>
0128	616.0700.S Fence Safety	200.000 LF		
0130	618.0100 Maintenance And Repair of Haul Roads (project) 01. 2410-03-71	1.000 EACH	. <u> </u>	. <u></u>
0132	619.1000 Mobilization	1.000 EACH		
0134	620.0300 Concrete Median Sloped Nose	20.000 SF		. <u></u>
0136	624.0100 Water	49.000 MGAL		. <u></u>
0138	625.0100 Topsoil	1,389.000 SY		. <u></u>
0140	627.0200 Mulching	100.000 SY		
0142	628.1104 Erosion Bales	50.000 EACH		. <u></u>
0144	628.1504 Silt Fence	200.000 LF		
0146	628.1520 Silt Fence Maintenance	200.000 LF		
0148	628.1905 Mobilizations Erosion Control	2.000 EACH		
0150	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH		
0152	628.7005 Inlet Protection Type A	22.000 EACH	. <u> </u>	
0154	628.7015 Inlet Protection Type C	58.000 EACH	. <u></u>	



# Proposal Schedule of Items

Page 6 of 14

Proposal ID: 2020011	4009 Project(s): 2410-03-71	
	Federal ID(s): WISC 2019803	
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0156	628.7020 Inlet Protection Type D	18.000 EACH		
0158	628.7560 Tracking Pads	2.000 EACH		
0160	629.0210 Fertilizer Type B	1.000 CWT		
0162	630.0200 Seeding Temporary	3.000 LB		
0164	631.0300 Sod Water	62.240 MGAL		
0166	631.1000 Sod Lawn	1,389.000 SY		
0168	632.0101 Trees (species) (size) (root) 01. Elm, Regal, 2.5" Cal, B&B	9.000 EACH		·
0170	632.0101 Trees (species) (size) (root) 02. Ginko, Princeton Sentry, 2.5" Cal, B&B	12.000 EACH		i
0172	632.0101 Trees (species) (size) (root) 03. Hackberry, Prairie Sentinel, 2.5" Cal, B&B	9.000 EACH	·	
0174	632.0101 Trees (species) (size) (root) 04. Honeylocust, StreetKeeper, 2.5" Cal, B&B	9.000 EACH	·	
0176	632.0101 Trees (species) (size) (root) 05. Pyrus Calleryana 'Cleveland Select', 2.5" Cal, B&B	9.000 EACH	·	·
0178	632.0101 Trees (species) (size) (root) 06. Zelkova, Musashino, 2.0" Cal, B&B	12.000 EACH		. <u> </u>
0180	632.9101 Landscape Planting Surveillance and Care Cycles	26.000 EACH		
0182	637.2210 Signs Type II Reflective H	219.690 SF		. <u></u>



# Proposal Schedule of Items Page 7 of 14 Proposal ID: 20200114009 Project(s): 2410-03-71 Federal ID(s): WISC 2019803 SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	638.2102 Moving Signs Type II	26.000 EACH	i	
0186	638.2602 Removing Signs Type II	39.000 EACH		
0188	638.3000 Removing Small Sign Supports	14.000 EACH		
0190	643.0300 Traffic Control Drums	18,420.000 DAY		
0192	643.0410 Traffic Control Barricades Type II	240.000 DAY		
0194	643.0420 Traffic Control Barricades Type III	4,661.000 DAY		
0196	643.0705 Traffic Control Warning Lights Type A	9,322.000 DAY		
0198	643.0715 Traffic Control Warning Lights Type C	1,716.000 DAY		
0200	643.0900 Traffic Control Signs	14,316.000 DAY	i	
0202	643.0920 Traffic Control Covering Signs Type II	1.000 EACH	i	
0204	643.1050 Traffic Control Signs PCMS	28.000 DAY		
0206	643.5000 Traffic Control	1.000 EACH		
0208	644.1410 Temporary Pedestrian Surface Asphalt	2,775.000 SF		
0210	644.1430 Temporary Pedestrian Surface Plate	1,360.000 SF		
0212	644.1601 Temporary Pedestrian Curb Ramp	340.000 DAY		
0214	644.1810 Temporary Pedestrian Barricade	4,200.000 LF		
0216	645.0111 Geotextile Type DF Schedule A	95.000 SY		



# Proposal Schedule of Items Page 8 of 14 Proposal ID: 20200114009 Project(s): 2410-03-71 Federal ID(s): WISC 2019803 SECTION: 0001 Contract Items Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0218	645.0120 Geotextile Type HR	150.000 SY		
0220	645.0220 Geogrid Type SR	13,728.000 SY		
0222	646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	9,092.000 LF		;
0224	646.3545 Marking Line Grooved Wet Ref Contrast Epoxy 8-Inch	282.000 LF		
0226	646.5020 Marking Arrow Epoxy	4.000 EACH		
0228	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,659.000 LF		
0230	646.8120 Marking Curb Epoxy	6.000 LF		
0232	646.8220 Marking Island Nose Epoxy	1.000 EACH		
0234	649.0150 Temporary Marking Line Removable Tape 4-Inch	90.000 LF		;
0236	650.4000 Construction Staking Storm Sewer	32.000 EACH	. <u></u>	. <u></u>
0238	650.4500 Construction Staking Subgrade	1,945.000 LF	. <u></u>	. <u></u>
0240	650.7000 Construction Staking Concrete Pavement	1,945.000 LF		·
0242	650.8500 Construction Staking Electrical Installations (project) 01. 2410-03-71	LS	LUMP SUM	·
0244	650.9000 Construction Staking Curb Ramps	39.000 EACH	. <u></u>	. <u></u>
0246	650.9910 Construction Staking Supplemental Control (project) 01. 2410-03-71	LS	LUMP SUM	·



Proposal Schedule of Items		Page 9 of 14
Proposal ID: 2020011	4009 <b>Project(s)</b> : 2410-03-71	
	Federal ID(s): WISC 2019803	
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0248	650.9920 Construction Staking Slope Stakes	1,945.000 LF		i
0250	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	4,256.000 LF		
0252	652.0605 Conduit Special 2-Inch	150.000 LF		
0254	653.0135 Pull Boxes Steel 24x36-Inch	8.000 EACH	. <u></u>	
0256	655.0610 Electrical Wire Lighting 12 AWG	2,790.000 LF		
0258	655.0630 Electrical Wire Lighting 4 AWG	14,115.000 LF		i
0260	690.0150 Sawing Asphalt	546.000 LF		
0262	690.0250 Sawing Concrete	865.000 LF	. <u></u>	
0264	715.0415 Incentive Strength Concrete Pavement	3,214.000 DOL	1.00000	3,214.00
0266	715.0710 Optimized Aggregate Gradation Incentive	10,290.000 DOL	1.00000	10,290.00
0268	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,200.000 HRS	5.00000	6,000.00
0270	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,400.000 HRS	5.00000	7,000.00
0272	SPV.0035 Special 01. Backfill for Plant Beds - 24 Inch Depth	16.000 CY	·	<u>.</u>
0274	SPV.0035 Special 02. Backfill for Street Trees	105.000 CY		
0276	SPV.0035 Special 03. Structural Soil at Street Trees	419.000 CY		



Proposal Schedule of Items		Page 10 of 14
Proposal ID: 2020012	14009 Project(s): 2410-03-71	
	Federal ID(s): WISC 2019803	
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0278	SPV.0060 Special 01. Internal Sanitary Manhole Seal	7.000 EACH		
0280	SPV.0060 Special 02. Adjust Sanitary Manhole Frame	7.000 EACH		;
0282	SPV.0060 Special 03. Building Sanitary Sewer Reconnect 6-Inch	5.000 EACH		<u>.</u>
0284	SPV.0060 Special 04. Water Reconnect 6-Inch	3.000 EACH		
0286	SPV.0060 Special 05. Water Reconnect 8-Inch	1.000 EACH	i	
0288	SPV.0060 Special 06. Water Main Connection 12- Inch	1.000 EACH		·
0290	SPV.0060 Special 07. Valve 8-Inch	5.000 EACH		
0292	SPV.0060 Special 08. Hydrant	1.000 EACH		
0294	SPV.0060 Special 09. Adjust Water Valve Box	18.000 EACH	<u>.</u>	
0296	SPV.0060 Special 10. Water Main Abandonment 6- Inch x 8-Inch Tee	1.000 EACH	·	;
0298	SPV.0060 Special 11. S 77th St Water Main Crossing	1.000 EACH	·	
0300	SPV.0060 Special 12. S 78th St Water Main Connection	1.000 EACH		
0302	SPV.0060 Special 13. S 79th St Water Main Connection	1.000 EACH		
0304	SPV.0060 Special 14. S 80th St Water Main Crossing (North)	1.000 EACH		·



Proposal Schedule of Items		Page 11 of 14
Proposal ID: 202001	14009 Project(s): 2410-03-71	
	Federal ID(s): WISC 2019803	
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0306	SPV.0060 Special 15. S 80th St Water Main Crossing (South)	1.000 EACH	·	·
0308	SPV.0060 Special 16. S 82th St Water Main Crossing W/Hydrant	1.000 EACH		·
0310	SPV.0060 Special 17. Air Release Assembly 1-Inch	1.000 EACH	<u>.</u>	
0312	SPV.0060 Special 18. Water Service Abandonment	3.000 EACH	<u>.</u>	
0314	SPV.0060 Special 19. 15-Foot Decorative Light Pole	27.000 EACH		;
0316	SPV.0060 Special 20. Decorative Luminaire Arm	27.000 EACH		
0318	SPV.0060 Special 21. Tear Drop LED Fixture	27.000 EACH		
0320	SPV.0060 Special 22. Light Pole Banner Arm	14.000 EACH		
0322	SPV.0060 Special 23. Concrete Base Type 2 (mod)	27.000 EACH		
0324	SPV.0060 Special 24. Removing Lighting Units	25.000 EACH	<u>.</u>	
0326	SPV.0060 Special 25. Lamp Disposal High Intensity Discharge	25.000 EACH		i
0328	SPV.0060 Special 26. Catch Bain Special	17.000 EACH		
0330	SPV.0060 Special 27. Inlet Covers Type R-1	11.000 EACH		
0332	SPV.0060 Special 28. Storm Sewer Reconnect	4.000 EACH		
0334	SPV.0060 Special 29. Remove, Salvage and Reinstall Private Bicycle Rack	1.000 EACH		



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Proposal ID: 202001	14009 Project(s): 2410-03-71	
	Federal ID(s): WISC 2019803	
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0336	SPV.0060 Special 30. Marking Symbol Grooved Bike Line Preformed Thermoplastic	24.000 EACH		
0338	SPV.0060 Special 31. Marking Arrow Grooved Bike Line Preformed Thermoplastic	24.000 EACH		
0340	SPV.0060 Special 32. Bench	8.000 EACH		
0342	SPV.0060 Special 33. Trash Receptacle	7.000 EACH		
0344	SPV.0060 Special 34. Recycling Receptacle	7.000 EACH		
0346	SPV.0060 Special 35. Bicycle Rack	13.000 EACH		
0348	SPV.0060 Special 36. Tree Grate - 4'x10'	35.000 EACH		
0350	SPV.0060 Special 37. Daylilly, Little Grapette, 1 Gal, CG	10.000 EACH	;	. <u></u>
0352	SPV.0060 Special 38. Daylilly, Pardon Me, 1 Gal, CG	16.000 EACH		
0354	SPV.0060 Special 39. Daylilly, Strawberry Candy, 1 Gal, CG	6.000 EACH		
0356	SPV.0060 Special 40. Prairie Dropseed, Tara Dwarf, 4" Pot, CG	24.000 EACH		·
0358	SPV.0060 Special 41. Switchgrass, Shenandoah, 1 Gal, CG	14.000 EACH		
0360	SPV.0060 Special 42. Daffodil, Dutch Master, 4" Circumf, Bulb	114.000 EACH		
0362	SPV.0060 Special 43. Daffodil, Yellow Jonquils, 4" Circumf, Bulb	96.000 EACH	·	·



	Proposal Schedule of Items	Page 13 of 14
Proposal ID: 202001	14009 Project(s): 2410-03-71	
	Federal ID(s): WISC 2019803	
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0364	SPV.0060 Special 44. Field Facilities Office Space	1.000 EACH	·	
0366	SPV.0060 Special 45. Round Steel Sign Post System	27.000 EACH		·
0368	SPV.0060 Special 46. Spare Decorative Street Light Assembly	2.000 EACH		;
0370	SPV.0090 Special 01. Sanitary Sewer Relay SDR 35 PVC SP 8-Inch	1,002.000 LF	·	;
0372	SPV.0090 Special 02. Sanitary Sewer Relay SDR 35 PVC SP 10-Inch	472.000 LF		i
0374	SPV.0090 Special 03. Sanitary Sewer Relay SDR 35 PVC SP 12-Inch	42.000 LF		·
0376	SPV.0090 Special 04. Building Sanitary Sewer 6- Inch	640.000 LF		·
0378	SPV.0090 Special 05. Water Main Relay D.I.W.M CL 53 R.G.J 8-Inch	1,477.000 LF		i
0380	SPV.0090 Special 06. Water Service Copper 1-Inch	402.000 LF	. <u></u>	
0382	SPV.0090 Special 07. Water Service Copper 1 1/2- Inch	113.000 LF		;
0384	SPV.0090 Special 08. Water Service Copper 2-Inch	19.000 LF	. <u></u>	
0386	SPV.0090 Special 09. Precast Concrete Planter Curbing	165.000 LF	·	·
0388	SPV.0090 Special 10. 6-Inch PVC Storm Sewer Lateral	596.000 LF		;
0390	SPV.0090 Special 11. 8-Inch PVC Storm Sewer Lateral	36.000 LF		·



	Proposal Schedule of Items	Page 14 of 14
Proposal ID: 202001	14009 Project(s): 2410-03-71	
	Federal ID(s): WISC 2019803	
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0392	SPV.0105 Special 01. Temporary Traffic Signals for Intersections (National Ave & 76th)	LS	LUMP SUM	;
0394	SPV.0165 Special 01. 3x12 Concrete Pavers Over Concrete Base	1,315.000 SF	·	;
0396	SPV.0165 Special 02. 6x24 Concrete Pavers Over Concrete Base	3,633.000 SF	. <u></u>	·
0398	SPV.0165 Special 03. High Friction Green Surfacing	3,307.000 SF		
0400	SPV.0165 Special 04. Wall Modular Block Gravity Landscape, Sta. 64+25	64.000 SF	·	·
0402	SPV.0165 Special 05. Remove, Salvage and Reinstall Brick Pavers	30.000 SF	·	·
0404	SPV.0180 Special 01. Shredded Hardwood Bark Mulch	24.000 SY	·	·
0406	SPV.0200 Special 01. Sanitary Manhole 42" Dia.	71.000 VF		
	Section: 000	1	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

Fringes Rates 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 COUNTIES Fringes Rates BRICKLAYER.....\$ 38.43 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.....\$ 35.06 23.02 \_\_\_\_\_ BRWI0007-002 06/03/2019 GREEN, LAFAYETTE, AND ROCK COUNTIES Fringes Rates BRICKLAYER.....\$ 35.57 24.22 -----BRWI0008-002 06/01/2019 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes BRICKLAYER.....\$ 38.93 24.22 -----BRWI0011-002 06/03/2019 CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES Fringes Rates 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

	Rates	Fringes
BRICKLAYER	\$ 33.40	24.68
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. 35, 48 & 65), AND ST. CROIX (W. of		· ·
	Rates	Fringes
Carpenter & Piledrivermen		18.39
CARP0252-002 06/01/2016		
ADAMS, BARRON, BAYFIELD (Eastern BURNETT (E. of Hwy 48), CALUMET, C CRAWFORD, DANE, DODGE, DOOR, DUNN, area bordering Michigan State Line GRANT, GREEN, GREEN LAKE, IOWA, IF JUNEAU, KEWAUNEE, LA CROSSE, LAFAY MANITOWOC, MARATHON, MARINETTE (ex MENOMINEE, MONROE, OCONTO, ONEIDA, of Hwys 29 & 65), POLK (E. of Hwys PRICE, RICHLAND, ROCK, RUSK, SAUK, ST CROIX (E. of Hwy 65), TAYLOR, T	CHIPPEWA, CLARK, EAU CLAIRE, FL ), FOND DU LAC, RON, JACKSON, JE (ETTE, LANGLADE, (CEPT N.E. COTHE OUTAGAMIE, PEF 5 35, 48 & 65), SAWYER, SHAWAM	COLUMBIA, ORENCE (except FOREST, EFFERSON, LINCOLN, er), MARQUETTE, PIN, PIERCE (E. PORTAGE, NO, SHEBOYGAN,
WALWORTH, WASHBURN, WAUPACA, WAUSH	ARA, 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			
CARP0361-004 05/01/2018			
BAYFIELD (West of Hwy 63) AND DOL	JGLAS COUNTIES		
	Rates	Fringes	
CARPENTER			
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

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

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
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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
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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 \_\_\_\_\_ ELEC0430-002 06/01/2019 RACINE COUNTY (Except Burlington Township) Rates Fringes Electricians:.....\$ 40.30 22.04 -----ELEC0494-005 06/01/2019 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 \_\_\_\_\_ 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		

ENGI0139-005 06/03/2019

Rates Fringes

Power Equipment 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.

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				
IRON0498-005 06/01/2019				
GREEN (S.E. 1/3), ROCK (South of WALWORTH (S.W. 1/3) COUNTIES:	Edgerton a	nd Milton), and		
	Rates	Fringes		
IRONWORKER				
IRON0512-008 05/01/2018				
	RON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, IN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU NTIES			
	Rates	Fringes		
IRONWORKER		10.10		
IRON0512-021 05/01/2018				
ASHLAND, BAYFIELD, BURNETT, DOUG PRICE, SAWYER, VILAS AND WASHBU				
	Rates	Fringes		
IRONWORKER		10.10		
LABO0113-002 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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Rates

LAB00113-003 06/03/2019

OZAUKEE AND WASHINGTON COUNTIES

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

LAB00113-011 06/03/2019

KENOSHA AND RACINE COUNTIES

	Rate	s Fri	Inges
LABORER			
Group	1\$ 28.0	08	21.92
Group	2\$ 28.2	23	21.92
Group	3\$ 28.4	43	21.92
Group	4\$ 28.4	40	21.92
Group	5\$ 28.	73	21.92
Group	6\$ 25.2	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

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

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

	F	Rates	Fringes
LABORER			
Group 1	1\$	33.12	17.54
Group 2	2\$	33.22	17.54
Group 3	3\$	33.27	17.54
Group 4	4\$	33.47	17.54
Group 5	5\$	33.32	17.54
Group 6	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 \_\_\_\_\_ PAIN0106-008 05/01/2017 ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES 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.....\$ 24.11 12.15 -----PAIN0259-004 05/01/2015 BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES Rates Fringes PAINTER.....\$ 22.03 12.45 -----PAIN0781-002 06/01/2019 JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes Painters: Bridge.....\$ 33.30 23.86 Brush.....\$ 32.95 23.86 Spray & Sandblast.....\$ 33.70 23.86 -----\* PAIN0802-002 06/01/2019 COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES Rates Fringes PAINTER Brush.....\$ 30.93 18.44 PREMIUM PAY: Structural Steel, Spray, Bridges = \$1.00 additional per hour. \_\_\_\_\_ \* 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
		0
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
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#### 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. \_\_\_\_\_

### 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

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 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 COUNTIES

Rates Fringes BRICKLAYER.....\$ 38.43 25.10 -----\* BRWI0006-002 06/01/2019 ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES Fringes Rates BRICKLAYER.....\$ 35.06 23.02 \_\_\_\_\_ \* BRWI0007-002 06/03/2019 GREEN, LAFAYETTE, AND ROCK COUNTIES Rates Fringes BRICKLAYER.....\$ 35.57 24.22 -----\* BRWI0008-002 06/01/2019 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Fringes Rates BRICKLAYER.....\$ 38.93 24.22 -----\* BRWI0009-001 06/03/2019 GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES Fringes Rates BRICKLAYER.....\$ 34.18 23.90 -----\* BRWI0011-002 06/03/2019

## CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes BRICKLAYER.....\$ 34.18 23.90 \_\_\_\_\_ \* BRWI0013-002 06/03/2019 DANE, GRANT, IOWA, AND RICHLAND COUNTIES Fringes Rates BRICKLAYER.....\$ 35.56 24.23 \_\_\_\_\_ \* BRWI0019-002 06/03/2019 BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES Fringes Rates BRICKLAYER.....\$ 33.40 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.....\$ 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
Ν	۹ILLWRIGHT\$	35.08	18.35
F	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

# Fringes Rates 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 Fringes Rates PILEDRIVERMAN Zone A.....\$ 31.03 22.69 Zone B.....\$ 31.03 22.69 \_\_\_\_\_ CARP2337-003 06/01/2016 Fringes Rates 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 \_\_\_\_\_ 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

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

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

 \$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

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## ELEC0494-005 06/01/2019

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

RatesFringesElectricians:......\$ 33.1528.50%+10.00ELEC0890-003 06/01/2019ELEC0890-003 06/01/2019DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,<br/>RACINE (Burlington Township), ROCK AND WALWORTH COUNTIESRatesFringesElectricians:......\$ 35.9125.95%+10.83

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

ENGI0139-007 06/03/2019

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

22.20

Power Equipment Operator Group 1.....\$ 41.19

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.

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

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
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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

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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

LAB00113-004 06/03/2019

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

Rates	Fringes
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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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\* LAB00113-009 06/03/2019

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

Rates Fringes

20.81

Laborers: (Tunnel -\*COMPRESSED AIR 0 - 15 lbs.) Group 1.....\$ 21.26

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

# COUNTIES

	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 COMF 15-30 lbs add \$2.00, over 30 l		5 lbs add \$1.00,
LABORER CLASSIFICATIONS:		
GROUP 1: Flagperson		
GROUP 2: General Laborer, Well Stripper; Strike Off worker	point Installati	lon; Form
GROUP 3: Sheeting Formsetting	; Patch Finisher	; Bottom Man;
Joint Sawer; Gunnite Man; Manł	ole Builder; Wel	der;
Torchman; Blaster; Caulker Bra	cer; Bull Float;	Mucker and
Car Pusher; Raker and Luteman;	Hydraulic jacki	ing of
shields, Shield Drivers; Minir	ng Machine; Lock	Tenders;
Mucking Machine Operators; Mot	or Men and Gauge	e Tenders;
Power Tool Operators		
GROUP 4: Pipelayer, Miner, and	Laser Operator	
LAB00464-002 06/04/2018		
DANE AND DOUGLAS COUNTIES		

Rates Fringes

## LABORER

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

\$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete
Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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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

#### 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.

#### \_\_\_\_\_

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

 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
0	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 VERNON COUNTIES

	Rates	Fringes
BRICKLAYER		
BRWI0002-002 06/01/2019		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIES	
	Rates	Fringes
BRICKLAYER		
BRWI0002-005 06/01/2019		
ADAMS, ASHLAND, BARRON, BROWN, B	URNETT, CALUMET,	CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DU	INN, FLORENCE, FO	ND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFER	SON, KEWAUNEE, LA	ANGLADE,
LINCOLN, MANITOWOC, MARATHON, MA	RINETTE, MARQUET	TE, 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 Fringes Rates BRICKLAYER.....\$ 34.18 23.90 -----BRWI0004-002 06/01/2019 KENOSHA, RACINE, AND WALWORTH COUNTIES Fringes Rates BRICKLAYER.....\$ 38.43 25.10 \_\_\_\_\_ BRWI0006-002 06/01/2019 ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES Fringes Rates BRICKLAYER.....\$ 35.06 23.02 -----BRWI0007-002 06/03/2019 GREEN, LAFAYETTE, AND ROCK COUNTIES Rates Fringes BRICKLAYER.....\$ 35.57 24.22 -----BRWI0008-002 06/01/2019 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Fringes Rates BRICKLAYER.....\$ 38.93 24.22 \_\_\_\_\_ BRWI0009-001 06/03/2019

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

Rates Fringes BRICKLAYER.....\$ 34.18 23.90 -----BRWI0011-002 06/03/2019 CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES Fringes Rates BRICKLAYER.....\$ 34.18 23.90 -----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, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES Fringes Rates BRICKLAYER.....\$ 33.40 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.....\$ 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

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

Fringes Rates 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 Fringes Rates 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 A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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

22200011 007 007 007 201

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 under \$180,000.....\$30.18 18.42

ELEC0242-005 05/16/2018

DOUGLAS COUNTY

Rates Fringes

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 \_\_\_\_\_ ELEC0430-002 06/01/2019 RACINE COUNTY (Except Burlington Township) Fringes Rates Electricians:.....\$ 40.30 22.04 \_\_\_\_\_ ELEC0494-005 06/01/2019 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

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

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

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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

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	31.5%+6.89

ENGI0139-001 06/03/2019

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

Rates	Fringes
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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

Rates

Fringes

#### Power Equipment Operator

Group 1\$ 41.52 22	2.45
Group 2\$ 40.27 22	2.45
Group 3\$ 38.97 22	2.45
Group 4\$ 38.44 22	2.45
Group 5\$ 36.37 22	2.45
Group 6\$ 34.84 22	2.45

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.

\_\_\_\_\_

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.

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

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

### 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

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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Rates

LAB00113-011 06/03/2019

KENOSHA AND RACINE COUNTIES

### 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

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

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

Fringes

### Painters:

Brush,	Roller\$	36.08	20.36
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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.....\$ 24.11 12.15 -----PAIN0259-004 05/01/2015 BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES Rates Fringes PAINTER.....\$ 22.03 12.45 \_\_\_\_\_ PAIN0781-002 06/01/2019 JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes Painters: Bridge.....\$ 33.30 23.86 Brush.....\$ 32.95 23.86 Spray & Sandblast.....\$ 33.70 23.86 -----\* PAIN0802-002 06/01/2019 COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES Fringes Rates 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		
Area 1	\$ 39.46	17.17
Area 2 (BAC)	\$ 35.07	19.75
Area 3	\$ 35.61	19.40

20.51

Area 4.....\$ 34.70

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

Rates Fringes

PLUMBER.....\$ 40.63 20.72

PLUM0075-002 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

PLUMBER.....\$ 40.27 21.47 \_\_\_\_\_ PLUM0075-004 06/01/2016 DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES Rates Fringes PLUMBER.....\$ 40.52 21.47 \_\_\_\_\_ PLUM0075-009 06/01/2016 COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES Fringes Rates PLUMBER.....\$ 38.82 20.12 \_\_\_\_\_ PLUM0111-007 05/28/2018 MARINETTE COUNTY (Niagara only) Rates Fringes PLUMBER/PIPEFITTER.....\$ 33.33 24.48 -----PLUM0118-002 06/01/2019 KENOSHA, RACINE, AND WALWORTH COUNTIES Fringes Rates Plumber and Steamfitter.....\$ 42.95 23.60 \_\_\_\_\_ 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

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

Fringes Rates PIPEFITTER.....\$ 40.15 18.57 -----PLUM0601-003 06/03/2019 DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES Rates Fringes PIPEFITTER.....\$ 46.89 25.29 -----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 Fringes Rates TRUCK DRIVER 1 & 2 Axle Trucks.....\$ 29.57 22.03 3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic.....\$ 29.72 22.03 -----

### SUWI2011-001 11/16/2011

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

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

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

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

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

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

### Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

### 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.

END OF GENERAL DECISION



January 7, 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 #09: 2410-03-71, WISC 2019 803 W National Avenue S 82<sup>nd</sup> St to S 76<sup>th</sup> St Local Street Milwaukee County

# Letting of January 14, 2020

This is Addendum No. 01, which provides for the following:

# Special Provisions:

Revised Special Provisions	
Article No.	Description
69	Marking Symbol Grooved Bike Line Preformed Thermoplastic, Item SPV.0060.30;
	Marking Arrow Grooved Bike Lane Preformed Thermoplastic, Item SPV.0060.31.

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 2410-03-71 January 7, 2020

# **Special Provisions**

# 69. Marking Symbol Grooved Bike Line Preformed Thermoplastic, Item SPV.0060.30; Marking Arrow Grooved Bike Lane Preformed Thermoplastic, Item SPV.0060.31.

Replace entire article language with the following:

# A Description

This special provision describes furnishing, grooving and installing preformed thermoplastic pavement markings as shown on the plans, according to standard spec 646, and as hereinafter provided.

# **B** Materials

Furnish preformed plastic pavement marking and adhesive material per manufacturer's recommendations, from one of the following manufacturers or approved equal.

Ennis Flint

Swarco Industries

Potters Industry

Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

# **C** Construction

# C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of preformed thermoplastic pavement marking.

Plane the grooved areas according to details in the plan and per manufacturer's recommendations. Use grooving equipment with a free-floating, independent cutting head. Plane a minimum number of passes to create a grooved surface per manufacturer's recommendations.

# **C.2 Groove Depth**

Cut the groove to a depth of 120 mils  $\pm$  10 mils from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

# C.3 Groove Width – Longitudinal Markings

Cut the groove one-inch wider than the width of the pavement marking.

# **C.4 Groove Position**

Position the groove edge according to plan details. The start and end of the initial and final groove may be 0 to 4 inches from the perimeter of the pavement marking.

# C.4.1 Special Marking

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

# C.5 Groove Cleaning

# C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-pressure water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the thermoplastic pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

# C.6 Preformed Thermoplastic Application

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/I VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone nonattainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

# **D** Measurement

The department will measure Marking Symbol Grooved Bike Lane Preformed Thermoplastic and Marking Arrow Grooved Bike Lane Preformed Thermoplastic by each individual pavement marking item, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.30	Marking Symbol Grooved Bike Line Preformed Thermoplastic	EACH
SPV.0060.31	Marking Arrow Grooved Bike Line Preformed Thermoplastic	EACH

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

END OF ADDENDUM