## HIGHWAY WORK PROPOSAL

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

Outagamie

Proposal Number:

# 014

**HIGHWAY** 

#### COUNTY STATE PROJECT **FEDERAL**

4657-25-03

WISC 2019806

T Grand Chute, CTH CA; CTH CB -CTH CA Casaloma Drive

**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: \$100,000.00 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 80 Working Days	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, Culvert Pipe, Storm Sewer, Curb and Gutter, Concrete Driveway, Sidewalk, Guardrail, Fence, Signs, Pavement Markings, Traffic Signals, Water Main, Sanitary Sewer

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)
Alama of Crush
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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71.	Landscape Wall – Mayflower Drive Northeast (South), Item SPV.0105.10; Landscape Wall – Mayflower Drive Northeast (North), Item SPV.0105.11; Landscape Wall – McCarthy Road Southwest, Item SPV.0105.12; Landscape Wall – McCarthy Road Northeast (South), Item SPV.0105.12; Landscape Wall – McCarthy Road Northeast (North), Item SPV.0105.13	58
72.	Concrete Median Sloped Nose SHES, Item SPV.0165.01	60
73.	2-Inch Insulation, Item SPV.0180.01.	60
74.	Concrete Pavement SHES 8-Inch, Item SPV.0180.02.	61
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## STSP'S Revised June 18, 2019 SPECIAL PROVISIONS

## 1. General.

Perform the work under this construction contract for Project 4657-25-03, T Grand Chute, CTH CA, CTH CB – Casaloma Drive, CTH CA, Outagamie County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2020 Edition, as published by the department, and these special provisions.

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

100-005 (20190618)

## 2. Scope of Work.

The work under this contract shall consist of excavation, grading, base aggregate dense, breaker run, culvert pipes, storm sewer, concrete pavement, concrete curb and gutter, concrete sidewalk, HMA pavement, traffic signals, pavement marking, signing, landscaping 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 time frame for construction of the project within the 2020 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

Indicate on the proposed schedule of operations that a large force and adequate equipment will be needed to assure that the work will be completed within the established contract time.

The notice to proceed will not be issued prior to May 11, 2020. Start work no later than June 1, 2019.

The contractor is advised that there may be multiple mobilizations for such items as traffic control, detours, signing items, temporary pavement markings and other incidental items related to the staging. The department will make no additional payment for said mobilizations.

#### Interim Completion Date and Interim Liquidated Damages

Complete all work required to open CTH CA to a minimum of one lane in each direction between McCarthy Road and Casaloma Drive with full access to McCarthy Road north and south of CTH CA within 60 working days from the start of construction.

If the contractor fails to complete all the work necessary to open CTH CA to a minimum of one lane in each direction between McCarthy Road and Casaloma Drive with full access to McCarthy Road north and south of CTH CA within 60 working days from the start of construction, the department will assess the contractor \$2,000 in interim liquidated damages for each calendar day that the required work remains incomplete. An entire working day will be charged for any time period within a calendar day that the work remains complete beyond 12:01 AM.

#### **Fish Spawning**

There shall be no instream disturbance of the tributary to Mud Creek as a result of construction activity under or for this contract, from March 1 to May 15 both dates inclusive, in order to avoid adverse impacts upon the spawning or migrating fish, and potentially developing fish eggs.

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

### 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).

In accordance 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.

## Staging

Perform the work according to the following stages as shown in the plans:

## Stage 1A and 1B

- Maintain a minimum of one lane in traffic in each direction on CTH CA.
- Stage 1A and 1B may run concurrently.
- Do not begin Stage 1B until after May 15, 2020.

#### Stage 2

- Do not begin work in Stage 2 until wok in Stage 1B is complete.
- Maintain one 11-foot lane in each direction on McCarthy Road from the north to Station 802'MCNB'+75 to provide access to the businesses in the southeast quadrant of the McCarthy Road intersection.
- Flagging operations will be allowed during daytime hours to reduce traffic on McCarthy Road to one lane as needed to complete construction operations.

#### Stage 2A

Maintain the southbound dual left turn lanes at the intersections of CTH CA with Casaloma Drive and Mall Drive on the existing or new pavement surface at all times except as follows:

- Casaloma Drive can be reduced to a single southbound left turn lane from 7:00 PM to 11:00 AM the following morning provided Mall Drive southbound left turn lanes are not restricted.
- Mall Drive can be reduced to a single southbound left turn lane from 7:00 PM to 11:00 AM the following morning provided Casaloma Drive southbound left turn lanes are not restricted.

The right turn lane along westbound CTH CA at Casaloma Drive may be closed during work on the trail between Casaloma Drive and Mall Drive. If no work is taking place on this segment of the trail for three consecutive days, the right turn lane closure shall be removed until work on this trail segment recommences.

#### Stage 3A and 3B

- Do not begin work on Stage 3A until work in Stage 2A is complete.
- Maintain a minimum of one lane of traffic in each direction on CTH CA between McCarthy Road and Casaloma Drive and on McCarthy Road south of CTH CA to provide access to businesses south of CTH CA.
- Complete all roadway and McCarthy Road roundabout work necessary to open CTH CA to a
  minimum of one lane of traffic in each direction from McCarthy Road to Casaloma Drive and
  provide full access from McCarthy Road to CTH CA east of McCarthy Road by the end of Stage
  3B.

#### Stage 4

• Work in stage 4 can be concurrent with work in Stages 2 and 3.

Maintain access on the CTH CB trail on it's current alignment with existing crosswalk and curb ramp at all times except as follows:

• Provide temporary accommodations in the existing right turn lane around the limits of the concrete pavement for a maximum of two weeks during which time the concrete pavement and new curb ramps must be completed. Initial asphalt removal into the CTH CB roadway will be limited to the minimum required to complete construction of the concrete pavement and curb and gutter. Remove the remainder of the existing asphalt after the trail has been reestablished in its permanent location.

#### Watermain

The watermain construction on Communications Drive shall be completed during off-peak usage time. The Town of Greeenville will coordinate with the local businesses at the time of the construction to determine the time the contractor can perform the work. It is anticipated that work will need to be completed overnight between the hours of 6 PM and 6 AM during a weekend.

## 4. Traffic.

Provide emergency access within the construction limits at all times.

Stage construction operations to maintain local access to the businesses located on McCarthy Road south of CTH CA. Flagging operations will be allowed during daytime hours to reduce local traffic to one lane as needed to complete construction operations.

Traffic control to accommodate concurrent construction on Challenger Drive. See traffic control details 1A and 1B for Stage 2, Stage 3, and Stage 4.

The proposed detour for CTH CA is via CTH CB (2 Mile Road) to STH 96 (Wisconsin Avenue) to IH 41.

Complete the construction sequence and the associated traffic control and detour as detailed on the plans as follows:

#### **Construction Staging**

#### Stage 1A Stage 1B

- Close McCarthy Road north of CTH CA.
- Complete installation of cross culverts on the north leg of McCarthy Road.
- Remove corrugated median on the south leg of McCarthy Road and place temporary asphalt.

## Stage 2

- Close CTH CA from CTH CB to Casaloma Drive.
- Close Communication Drive and Mayflower Road at the project limits of each roadway.
- Install storm sewer runs across the south leg of McCarthy Road under flagging operations.
- Complete reconstruction of CTH CA between McCarthy Road and Casaloma Drive.
- Start reconstruction of CTH CA between CTH CB and McCarthy Road.
- Install storm sewer at the intersection of McCarthy Road and Pennsylvania Avenue and make connection to existing storm sewer at Station 802'MCNB'+40, 24' RT.
- Complete reconstruction of the southbound lane of McCarthy Road south of CTH CA including the intersection with Pennsylvania Avenue.
- Complete signal work on the west leg of the CTH CA and Casaloma Drive intersection.
- Provide access to the businesses in the southeast quadrant of McCarthy Road from the north on McCarthy Road.

## Stage 2A, Phase 1

Stage 2A, Phase 1 is concurrent with Stage 2.

• Complete traffic signal relocations and median work on the north legs of Casaloma Drive and Mall Drive.

## Stage 2A, Phase 2

Stage 2A, Phase 2 is concurrent with Stage 2.

- Complete construction of trail between Casaloma Drive and Mall Drive.
- Finish traffic signal work at the intersection of Casaloma Drive and Mall Drive.

## Stage 3

Work on CTH CA west of McCarthy Road runs concurrent with Stage 2 work.

Reconstruction of CTH CA from McCarthy Road to Casaloma Drive shall be completed before beginning work on the north leg of McCarthy Road and the northbound lane of McCarthy Road south of CTH CA. Continue closure of CTH CA from CTH CB to McCarthy Road.

- Continue closures of Communication Drive and Mayflower Road at the intersection of CTH CA.
- Complete roadway reconstruction of the north leg of McCarthy Road.
- Complete the roadway reconstruction of the northbound lane of McCarthy Road south of CTH CA.
- Provide access to the businesses in the southeast quadrant of McCarthy Road on CTH CA to the east.
- Complete median splitter island on the east leg of the McCarthy Road roundabout.
- Complete curb and gutter and sidewalk in the southeast quadrant of the McCarthy Road roundabout.
- Complete construction of the driveway at Station 803"MCNB"+00 RT

## Stage 4

- CTH CA to be open to a minimum of one lane in each direction between McCarthy Road and Casaloma Drive with full access to McCarthy Road north and south of CTH CA.
- Continue closure of CTH CA from CTH CB to McCarthy Road
- Complete all remaining work

## 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 41 or STH 96 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 Friday, July 3, 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.

#### stp-107-066 (20080501)

There are utility facilities within the construction limits of this project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required by statues. Take all required precautions when working within 18-inches of underground utilities. Use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities at all times.

Many utility companies discontinued, relocated, removed, and/or replaced their facilities as described within this article after the Department surveyed utilities. Therefore, new facilities are not illustrated in the project plans and some of the illustrated facilities may no longer be active or in the same location. Additional detailed information regarding the location of relocated utility facilities is available in the work plan provided by each utility company or on the permits issued to them.

Work around or remove and dispose of any discontinued utility conduits, cables, and pipe encountered during excavation. Contact utility company prior to removal of discontinued utilities to confirm the facility is not active. Any removal and disposal shall be incidental to common excavation.

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

**Appleton International Airport (Sewer).** Appleton International Airport has existing sanitary sewer facilities within the project limits located at the following locations:

• Sanitary sewer flow meter manhole in the northeast quadrant of the CTH CA and CTH CB intersection.

No conflicts are anticipated.

**AT&T (Communications).** AT&T has existing facilities within the project limits located at the following locations:

- Underground facility crossing CTH CA at approximately Station 200+90 CTH CA EB.
- Multiple underground facilities running east west along the south side of CTH CA throughout the project.
- Multiple underground facilities running east west along the north side of CTH CA starting at Communication Drive and heading east to the project limits.
- Underground facilities along the west side of Communication Drive south of CTH CA, has a single line west of Communication north of CTH CA and multiple lines east of Communication north of CTH CA. Three lines cross CTH CA along the east edge of the communication intersection.
- Underground facilities along the east and west sides of Mayflower Drive both north and south of CTH CA. There are lines crossing CTH CA on both the east and west sides of the existing intersection.
- Underground facilities along the east side of McCarthy Road south of CTH CA, along with a crossing of McCarthy Road south of Pennsylvania Avenue.
- Underground facilities crossing CTH CA on the west side of Casaloma Drive.
- Underground facilities running along the north side of CTH CA between Casaloma Drive and Mall Drive.

AT&T proposes to complete the following work prior to May 11, 2020:

- Discontinue existing facilities on the south and east legs of the intersection of CTH CA and Communications Drive and replace as follows: Place a handhole at Station 502+66 Communication Drive 82' left; install new facilities on the south leg of the intersection crossing Communications Drive south of the construction limits; install new facilities on the east leg of the intersection crossing CTH CA at Station 213+90 to a proposed pedestal and handhole at the north right of way line of CTH CA.
- Discontinue existing facilities at the intersection of CTH CA and Mayflower Drive and replace as follows: Place a handhole at Station 244+48 CTH CA 104' right; install new facilities crossing of the west leg of CTH CA at Station 224+14 to a new pedestal at Station 325+49 CTH CA 89' left; install new facilities 8' off the right-of-way in the northwest quadrant of the intersection to a proposed pedestal/handhole at Station 706+52 Mayflower Drive 33' left; install a new facilities crossing Mayflower Drive at Station 706+50 to a new pedestal/handhole at Station 706+48 Mayflower Drive 41' right; install new facilities 1' off back of existing utility easement to the south and through the northeast quadrant of the intersection to tie into existing VRAD and pedestals. From the proposed handhole at Station 224+48 CTH CA 104' right, install new facilities to the east and south in the southwest quadrant of the intersection 5' off the right-of-way to an existing handhole in the northwest quadrant of the intersection of Mayflower Drive 41' right and install new facilities to the north and east through the southeast quadrant of the intersection and across CTH CA at Station 228+16 to tie into existing VRAD and pedestals in the northeast quadrant of the intersection.
- Discontinue existing facilities at the intersection of CTH CA and McCarthy Drive and replace as follows: Place a handhole at Station 352+39 CTH CA 92.5' left; install new facilities to the east and north through the northwest quadrant of the intersection 2' off the right-of-way to Station 907+87 McCarthy Road 69.5' left, and cross McCarthy Road to Station 807+91 19' right; install new facilities to the south and east 4' off the right-of-way in the northeast quadrant of the intersection to Station 357+54 93' left; continue installation of new facilities to the east 29.5' off existing right-of-way to the existing handhole at Station 366+19 CTH CA 105' left. From Station 907+87 McCarthy Road 69.5' left install new facilities 6' west of existing right-of-way to existing handhole at Station 910+11 McCarthy Road 39' left. From new handhole at Station 352+39 CTH CA 92.5' left install facilities across CTH CA at station 352+28 to a proposed handhole at station 252+10 CTH CA 120' right; continue installation to east in existing utility easement to the proposed back of walk and to the south along the proposed back of walk across Pennsylvania Avenue and tying into the existing handhole at Station 902+75 McCarthy Road 19.5' left which will be moved 5' west to the right-of-way line. Beginning at the existing pedestal at Station 802+33 McCarthy Road 30' right, install new facilities to the north 5' to 10' off the right-of-way to the southwest quadrant of the intersection of CTH CA; install new facilities northeast and east 8' of the right-of-way to a new pedestal that will replace the existing pedestal at Station 261+10 CTH CA 80' right.

AT&T proposes to do the following work concurrent to construction:

- Raise the manhole lid on the existing vault at Station 279+72 CTH CA 48.5' to match the grade of the proposed sidewalk. Provide AT&T a minimum of a 3 working day notice and allow 4 hours to adjust the manhole
- Adjust the handhole at Station 701+06 Mayflower Drive 28' left to match the grade of the proposed sidewalk. Provide AT&T a minimum of a 3 working day notice and allow 1 day to adjust the handhole.

**CenturyLink (Communications).** CenturyLink has existing facilities within the project limits located at the following locations:

 Underground facilities running along the east side of Casaloma Drive that cross CTH CA and also a line that runs along the north side of CTH CA along the proposed trail from Station 105+28 to Mall Drive.

No conflicts are anticipated.

**Charter Communications (Communication).** Charter Communications has existing facilities within the project limits located at the following locations:

- Underground facilities running down the east side of Communication Drive, crossing CTH CA just
  east of the existing intersection. The line then runs east along the south right-of-way line to
  Mayflower Drive. An underground line crosses Mayflower Drive and continues west on private
  property to just short of McCarthy Road where in moves north and runs about 10' inside the south
  right-of-way line, crossing McCarthy Road before running south along the east edge of McCarthy.
- Overhead facilities starting in the southwest quadrant of Mayflower drive and crossing on WE Energy poles running north.
- Underground facilities running along the west edge of Casaloma Drive crossing CTH CA in front of the existing west islands.
- Underground facilities crossing CTH CA east of Casaloma Drive approximately Station 102+75 CA Trail, then running east 5' south of the north right-of-way line to Station 105+30 CA Trail where it crosses CTH CA to the south again.
- Underground facilities crossing CTH CA west of Mall drive approximately Station 115+50 CA Trail, then runs east 10' south of the north right-of-way line crossing Mall Drive.

Charter Communications proposes to complete the following work prior to May 11, 2020:

- Discontinue existing facilities crossing CTH CA on the east side of Communication Drive that conflict with construction. Install new facilities crossing CTH CA at station 214+00 CA from the existing pedestal at Station 402+65.5 Communication 60' right, to a new pedestal at Station 405+44 Communication 31' right, crossing Communication at Station 405+44 to tie into existing facilities 26' left.
- Remove existing overhead facilities crossing CTH CA on the west side of Mayflower Drive and discontinue existing underground line crossing Mayflower Drive south of CTH CA.
- Remove pedestal at Station 701+02 Mayflower 29' left in conflict with proposed sidewalk and place new pedestal at Station 701+02 42' left.
- Install new underground facilities from existing pedestal at 602+00 Mayflower 42.5' right south along the Mayflower Road right of way, crossing Mayflower Drive at Station 601+30.
- Place new pedestal to intercept existing facilities in the southwest quadrant of the CTH CA./Mayflower Drive intersection.
- Place new facilities along the west side of Mayflower Drive and crossing CTH CA underground west of the roundabout in joint installation in conduit installed by WE Energies Electric with riser on new WE Energies pole at Station 607+00 Mayflower 33' left.
- Discontinue existing underground facilities crossing McCarthy Road south of CTH CA that conflict with construction. Install a new pedestal at Station 253+00 CTH CA 110' right to intercept existing line and install a new crossing at Station 805+20 McCarthy and tie into the existing pedestal at Station 255+66 CTH CA 69' right.

**Level 3 (Communications).** Level 3 has existing facilities within the project limits located at the following locations:

• Underground facilities running along the south side of CTH CA from CTH CB to Casaloma Drive.

Level 3 proposes to complete the following work prior to May 11, 2020:

• Discontinue existing underground facilities crossing Mayflower Road south of CTH CA that conflict with construction. Install new handhole at Station 225+65 CTH CA 110' right to intercept existing conduit and install new crossing at Station 602+70 Mayflower Road to existing handhole at Station 229+75 CTH CA 71' right.

- Discontinue existing underground facilities crossing McCarthy Road south of CTH CA that conflict with construction. Install new handhole at Station 252+00 CTH CA 89' right to intercept existing conduit and install new crossing at Station 905+50 McCarthy Road to existing handhole at Station 258+23 CTH CA 66' right.
- Place new conduit between the existing handhole at Station 258+23 CTH CA 66' right and the existing handhole at Station 270+79 CTH CA 66' right. Existing fiber will be pulled out of existing conduit and pulled through new conduit. Existing conduit will be discontinued in place.

Level 3 proposes to do the following work concurrent with construction:

• Lower existing fiber crossing Communications Drive at Station 402+79 following removal of existing pavement. Provide Level 3 a minimum of a 10 working day notice prior to needing the fiber lowered. Allow Level 3 two working days to complete the work.

**Miller Electric (Communications).** Miller Electric has existing facilities within the project limits located at the following locations:

• Underground fiber optic line that run along the east side of Mayflower Drive south of CTH CA, crossing Mayflower Drive south of CTH CA, crossing CTH CA west of Mayflower Drive to a handhole in the northwest quadrant of the CTH CA/Mayflower Drive intersection. The line runs west from the handhole beyond the existing CTH CA right-of-way.

Miller Electric proposes to complete the following work prior to December 31, 2019:

 Discontinue the existing CTH CA Crossing and remove the handhole in the northwest quadrant of the CTH CA/Mayflower Drive intersection. Place a new handhole at Station 225+00 CTH CA left beyond the CTH CA right-of-way. Install a new crossing at Station 225+00 CTH CA and tie into the existing conduit at Station 702+85 Mayflower 10' left.

**NETLEC (Communications).** NETLEC has existing facilities within the project limits located at the following locations:

• Underground lines along the east side of CTH CB, crossing CTH CA at 200+90 CTH CA.

No conflicts are anticipated.

**Packerland Broadband (Communications).** Packerland Broadband has existing facilities within the project limits located at the following locations:

• Underground service line from the Wisconsin Independent Network handhole in the southeast corner of the intersection of CTH CA and McCarthy Road crossing CTH CA at station 255+65 and going north along the east side of McCarthy Road beyond the construction limits.

No conflicts are anticipated.

**Teleport Communications America, LLC (TCA) (Communications).** TCA has existing facilities within the project limits located at the following locations:

• Underground facilities running along the south side of CTH CA from CTH CB to Casaloma Drive

TCA proposes to complete the following work prior to May 11, 2020:

- Lower existing facilities crossing Communications Drive to eliminate conflict with proposed storm sewer.
- Lower existing facilities crossing Mayflower Road to eliminate conflict with proposed manhole and storm sewer.

- Lower and adjust the existing line between Station 252+50 to Station 256+00 CTH CA right and crossing McCarthy Road to eliminate conflict with proposed storm sewer.
- Lower the existing line at Station 267+00 CTH CA 79' right.

**TDS (Communications).** TDS has existing facilities within the project limits located at the following locations:

- Underground line crossing at Station 201+00 CA and running along the north right-of-way line of CTH CA crossing Communication Drive and Mayflower Drive and up the west side of Mayflower Drive north of CTH CA. An underground line also runs to the north up the east side of Communication Drive.
- Underground line along the west side of McCarty Road north of CTH CA, crossing McCarthy Road and running east along the north side of CTH CA, crossing Casaloma Drive, and crossing CTH CA east of Casaloma Drive.
- Underground line crossing CTH CA at Station 216+75 and 271+10.
- Underground line along the south side of CTH CA from Station 261+00 to 271+10.
- Empty duct along the north side of CTH CA from Station 364+75 to Station 371+10.

TDS proposes to complete the following work prior to May 11, 2020:

- Place new cable from on north side of CTH CA beginning at Sta 309+00 and along west side of Communication Drive to Station 405+50 at 6' depth and crossing Communication Drive at 405+50 to existing handhole.
- Lower existing cable to 6' depth from Station 405+50 right on Communication Drive to Station 314+00 left on CTH CA.
- Move existing handhole from Station 325+50 CTH CA left to Station 325+25 left.
- Place new cable from handhole at Station 325+25 CTH CA left along the west side of Mayflower Drive to beyond construction limits.
- Place a handhole at Station 908+00 McCarthy Road 60' left to and place a new cable across McCarthy Road at Station 908+00 and along north right-of-way of CTH CA to existing handhole at Station 371+10 left.

TDS proposes to do the following work concurrent with construction:

- Relocate an existing empty 1.25" duct crossing proposed storm sewer discharge at Station 371+00 CTH CA left. Provide TDS a minimum of a 5 working day notice prior to needing the duct relocated. Allow TDS 1 working day to relocate the duct.
- Adjust the handhole at Station 908+00 McCarthy Road 60' left. Provide TDS a minimum of a 5 working day notice prior to needing the handhole adjusted. Allow TDS 1 working day to adjust the handhole.

**Town of Grand Chute (Sewer).** The Town of Grand Chute has existing sanitary sewer facilities within the project limits located at the following locations:

- Within the existing pavement of McCarthy Road from the south project limits to the north project limits and running west down Pennsylvania Avenue.
- Along the north side of CTH CA from Casaloma Drive to Mall Drive.

All adjustment to existing facilities will be completed under bid items in the contract including sanitary manhole adjustments and sanitary manhole reconstructs.

**Town of Grand Chute (Water).** The Town of Grand Chute has existing water facilities within the project limits located at the following locations:

- Within the existing pavement of McCarthy Road from the south project limits to the north project limits and running west along the north side of Pennsylvania Avenue.
- Along the north ditch of CTH CA starting at Station 367+50 CTH CA running east past Mall Drive.
- Crossing CTH CA at Station 367+70.

All adjustment to existing facilities will be completed under bid items in the contract including bolt replacements on valves, fittings and hydrants, water valve adjustments and hydrant relocation. Other work included in the contract includes installation of a new casing pipe across CTH CA for future use and new water services to yard hydrants in roundabouts.

**Town of Greenville (sewer).** The Town of Greenville has existing sanitary sewer facilities within the project limits located at the following locations:

- Along the north side of CTH CA from CTH CB to Mayflower Dr.
- Along the east shoulder of Communication Dr north of CTH CA.
- Along the west shoulder of Mayflower Drive north of CTH CA and along the centerline of Mayflower Drive south of CTH CA.

All adjustment to existing facilities will be completed under bid items in the contract including sanitary manhole adjustments, sanitary manhole reconstructs, sanitary pipe and manhole removal, and new sanitary pipe and manhole installation. The contract work also includes proper abandonment of non-functional sanitary sewer pipes and manholes between CTH CB and Mayflower Drive.

**Town of Greenville (Water).** The Town of Greenville has existing water facilities within the project limits located at the following locations:

- Along CTH CA about 10 feet north of the south right-of-way line up to Communication Drive. West of Communication Drive the facility is located outside of the existing right-of-way.
- Along the NB lanes of Communication Drive south of CTH CA, and along the SB shoulder north of CTH CA, crossing CTH CA just west of the existing intersection.
- Along the west ditch of Mayflower Drive crossing CTH CA 60' west of the existing intersection.

All adjustment to existing facilities will be completed under bid items in the contract including water valve adjustments, hydrant removal, new hydrant installation, watermain removal, and installation of new watermain and valves.

**WE Energies (Gas).** WE Energies has existing facilities within the project limits located at the following locations:

- Underground facilities running east west along the north shoulder of CTH CA from CTH CB to the East side of Communication Drive. The facility then turns and runs north on the east side of Communication Drive. There is one service crossing of CTH CA around Station 211+00.
- Underground facilities running north south along the east side of Mayflower Drive, crossing CTH CA along the east side of the existing intersection
- Underground facilities running north south in the SB lanes of Casaloma Drive, crossing CTH CA.

WE Energies Gas proposes to complete the following work prior to May 11, 2020:

- Install a new 4" PE main north of the CTH CA right-of-way from 307+00 running east to Communication Drive, and north on Communication Drive outside the existing right-of-way to beyond the construction limits. The existing line between CTH CB and Communication Drive and along the east side of Communication drive will be discontinued in place.
- Install a new 6" PE main along the west side of Mayflower Drive from north of the construction limits to the south crossing CTH CA at Station 225+60 and crossing Mayflower Drive south of CTH CA at Station 602+35 to tie into existing main in southeast corner of the intersection. The existing 6" steel main along the east side of Mayflower Drive will be discontinued in place.

**WE Energies (Electric).** WE Energies has existing facilities within the project limits located at the following locations:

- Underground facilities running east west along the south right-of-way line of CTH CA from CTH CB to approximately Station 209+25.
- Overhead lines and poles along the east side of CTH CB crossing CTH CA at Station 200+43 CTH CA EB.
- Underground line to a light pole in the northwest corner of the intersection of CTH CA and Communication Drive.
- Overhead lines and poles along the west side of Mayflower Drive, crossing CTH CA just to the west of the existing intersection with an underground crossing of Mayflower Drive south of CTH CA at Station 602+05.
- Underground facilities along the north side of Lawrence St, crossing McCarthy Road at Station 802+67 to the south side of Pennsylvania Ave.
- Underground lines to light poles along the east and west side of McCarthy Road north of CTH CA.

WE Energies Electric proposes to complete the following work prior to May 11, 2020:

- Remove three poles on the west side of Mayflower Drive in conflict with construction and remove existing overhead cables across CTH CA.
- Install new poles on west side of Mayflower Drive at Stations 601+00 36' left, 601+35 37' left and 706+32 35' left.
- Install new underground crossing of CTH CA from pole at 601+35 left to pole at 706+32 left, crossing CTH CA at Station 225+70 and 3' off the right-of-way in the southwest and northwest quadrants of the intersection. Additional conduits will be installed for use by Charter Communications and Windstream.
- Install new underground service from pole at 706+32 to AT&T facilities in the northeast corner of the intersection crossing Mayflower Drive at Station 606+227 and going south 3' off the right-ofway.
- All new transformers will be installed in existing easements or on private property.
- Relocate existing light pole in northeast corner of the intersection of CTH CA and Communication Drive.
- Remove light poles on McCarthy Drive that conflict with construction or new roundabout lighting.
- WE Energies will install lighting at roundabouts concurrently with this project under separate contract agreement with Outagamie County. Refer to "Work By Others" article for additional information.

**Windstream (Communications).** Windstream has existing facilities within the project limits located at the following locations:

- Underground fiber optic lines that crosses CTH CA east of Casaloma Drive at Station 381+23. Lines also run on the north side of CTH CA east of Casaloma Drive run along the proposed trail from Station 101+70 – 103+60.
- Overhead lines that run along the west side of Mayflower Drive.

Windstream proposes to complete the following work prior to May 11, 2020:

 Place new facilities along the west side of Mayflower Drive and crossing CTH CA underground west of the roundabout in joint installation in conduit installed by WE Energies Electric with riser on new WE Energies pole at Station 607+00 Mayflower 33' left. **Wisconsin Independent Network (WIN) (Communications).** WIN has existing facilities within the project limits located at the following locations:

- Underground fiber optic line along the south side of CTH CA between Mayflower Drive and Casaloma Drive. This line crosses CTH CA at Station 278+65 and continues along the north right-of-way of CTH CA to Casaloma Drive where in heads north.
- Underground fiber optic line along the east side of Mayflower Drive south of CTH CA.

WIN facilities are in close proximity to proposed construction at the following locations:

- Station 272+25 CTH CA right- facilities located below proposed AEW 370.1. Contact WIN if more than 1' of excavation is required below AEW 370.1.
- Station 81+18.37 McCarthy Road roundabout 70.27' right- facilities located below existing endwall and proposed storm sewer. Contact WIN if more than 1' of excavation is required below proposed storm sewer.
- Station 805+41.17 McCarthy Road 18.43' right- facilities adjacent to inlet 275.4. Contact WIN a minimum of 48 hours prior to construction. WIN will provide watch dog services during construction.

WIN proposes to complete the following work prior to May 11, 2020:

- Lower facilities between Station 905+40.71 McCarthy Road 21.21' left and Station 905+49 McCarthy Road 35' left to be below INL 275.2 and AEW 275.1.
- Lower facilities from Station 252+25 CTH CA right to 10' east of INL 275.2 at McCarthy Road.

WIN proposes to do the following work concurrent with construction:

- Adjust handhole on CTH CA at Station 278+12 right.
- Adjust handhole on Mayflower Drive at Station 602+14

Provide WIN a minimum of a 5 working day notice prior to needing handholes adjusted. Allow one working day to adjust each handhole.

## 7. Work by Others.

**Challenger Drive Reconstruction:** The Appleton International Airport will be reconstructing Challenger Drive west of CTH CB concurrent with this project. Challenger Drive may be closed during the reconstruction of CTH CA. When this closure occurs a temporary entrance/exit to the airport will be constructed approximately 700' south of the CTH CA and CTH CB intersection. Implement temporary signage and traffic control as shown in the plans according to the stage and access to and from the airport.

**Street Lighting**: Outagamie County will be contracting separately with WE Energies for the installation of streetlights at the roundabout intersections at Mayflower Drive and McCarthy Road. Coordinate all construction activities with WE Energies and allow access to the work zone to place conduit and streetlights during all stages of construction. The contact person for WE Energies is Joe Morzenti, office (920) 380-3423, mobile (920) 819-7844, email <u>frank.morzenti@we-energies.com</u>.

**Landscape Plantings**: Outagamie County will be contracting separately with a landscape company to complete plantings in the roundabout central islands and adjacent to landscape walls on the roundabout approaches. Following the placement of planting soil mixture under this contract, allow the landscape contractor access to the work zone to perform the planting work. The contact person for Outagamie County is Andy Rowell, (920) 968-5756.

**Traffic Signal Cabinet Modifications**: Outagamie County will be contracting separately with Tapco to complete necessary modifications in traffic control cabinets. The contact person for Outagamie County is Andy Rowell, (920) 968-5756.

## 8. 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-S067831-05). A certificate of permit coverage is available from the regional office by contacting Brian Edwards, WisDOT Project Manager at (920) 360-2801. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Brian Edwards, WisDOT Project Manager at (920) 360-2801.

stp-107-054 (20080901)

## **10.** Environmental Protection, Stream Work

An unnamed tributary to Mud Creek with intermittent flow is located on the north side of CTH CA from CTH CB to Station 266 'EB' + 50 where it crosses CTH CA and flows to the southeast. Isolate any active stream flow during installation of new culvert pipes.

## 11. Environmental Protection, By-Pass Pumping

#### Add the following to standard spec 107.18:

If by-pass pumping is required, the means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for each location it is required. The submittal shall include how the intake will be managed to not cause an increase in the background level turbidity during pumping; equipment pumping rate capabilities; discharge energy dissipation; and erosion controls. For by-pass pumping that will extend beyond one working day, the submittal should also include how the work zone will be managed and protected should the pump fail; be shut down due to unacceptable water quality; or storm water flows exceed the pumping rate of equipment. After setup of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality before starting work that necessitates the by-pass pumping. The cost of all work and materials associated with by-pass pumping is incidental to the bid items the work is associated with. Erosion control devices beyond the discharge energy dissipation point will be paid for at the contract unit prices for the items that are included in the plan.

ner-107-035 (20180212)

## 12. Environmental Protection, Dewatering

## Add the following to standard spec 107.18:

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice before discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity before treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural

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

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

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.

ner-107-040 (20180212)

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

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

## 14. Notice to Contractor, Topsoiling and Restoration.

Place topsoil and permanently restore all ditches and all foreslopes adjacent to existing ditches or stream upon completion of grading to the subgrade shoulder point height, including foreslope, ditch bottom, and backslopes out to the slope intercepts. The contractor shall show timing of these EC mobilizations as part of proposed schedule in the ECIP.

## **15.** Notice to Contractor, Monotube Delivery.

There is a several month backorder for monotube delivery. Place monotube order and submit shop drawings immediately after award of contract to assure installation can be completed by the end of Stage 2. Provide engineer with documentation of monotube order and information regarding delivery date.

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

Both the department and Town of Greenville and Town of Grand Chute 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 Town of Greenville or the Town of Grand Chute.

stp-105-001 (20140630)

## 17. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Town of Greenville and the Town of Grand Chute detailed specifications for sanitary sewer and water main construction and the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. 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.

Conform to the referenced construction specifications for the following:

Adjusting Water Valve Box, Item SPV.0060.06 Bolt Replacement Hydrant, Item SPV.0060.09 Bolt Replacement Valve/Fitting, Item SPV.0060.10 Adjusting Sanitary Manhole, Item SPV.0060.11 Reconstructing Sanitary Manhole, Item SPV.0060.12 Manhole Cover Type J Sanitary, Item SPV.0060.14 Hydrant, Item SPV.0060.16 Relocating Hydrant, Item SPV.0060.17 Water Valve 6-Inch, Item SPV.0060.18 Water Valve 10-Inch, Item SPV.0060.19 Tee 10x6-Inch, Item SPV.0060.20 Corporation, Curb Stop and Box, Item SPV.0060.22 Connect to Existing 10-Inch Water Main, Item SPV.0060.21 Yard Hydrant, Item SPV.0060.23 Sanitary Sewer Pipe 12-Inch, Item SPV.0090.06 Water Service 1-Inch, SPV.0090.13 Water Main 6-Inch, Item SPV.0090.14 Water Main 10-Inch, Item SPV.0090.15 2-Inch Insulation, Item SPV.0180.01 Sanitary Manhole, Item SPV.0200.01stp-105-002 (20130615)

## 18. Coordination with Businesses

The contractor will arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting <u>7 days prior</u> to the start of work under this contract and monthly thereafter. The contractor shall notify all parties in writing a minimum of 10 days before the first meeting being held.

ner-105-005 (20180212)

## **19.** Removing Asphaltic Surface.

Removal of small irregular areas of existing asphaltic surface not within the cut as shown on the cross sections are incidental to the item of Common Excavation. These additional areas will not be measured or paid as removing asphaltic surface. The estimated area of asphaltic surface not within the cut on the cross sections is 8,200 square yards.

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

#### A Description

This special provision describes abandoning existing sewer by filling it with cellular concrete according to the pertinent requirements of standard spec 204 and standard spec 501, as shown in the plans, and as hereinafter provided.

#### **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 directed by the engineer. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

Cut and cap the existing sewer where shown on the existing plans.

#### **D** Measurement

The department will measure Abandoning Sewer in volume by the cubic yard according to 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, cutting and capping existing sewer where shown, and excavating and backfilling where necessary.

## 21. Removing Apron Endwall for Underdrain Reinforced Concrete, Item 204.9060.S.01.

#### **A** Description

This special provision describes removing apron endwall for underdrain reinforced concrete conforming to standard spec 204.

- B (Vacant)
- C (Vacant)

#### **D** Measurement

The department will measure Removing Apron Endwall for Underdrain Reinforced Concrete for each endwall removed, acceptably completed.

#### E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Apron Endwall for Underdrain Reinforced Concrete	EACH

## 22. Removing Fire Hydrant, Item 204.9060.S.02.

## A Description

This special provision describes removing and salvaging existing fire hydrants at the locations shown on the plans and as hereinafter provided.

## **B** Materials

Provide 6-inch mechanical joint plugs conforming to the requirements of ductile iron water main fittings for use if the hydrant will be removed before the main is removed from service.

Conform backfill materials to requirements for water main pipe.

### **C** Construction

The contractor shall carefully plan his work to avoid contamination and lengthy shutdowns of existing water mains. Contact Brian Rickert, Town of Greenville, (920) 757-7276 Ext. 3002, 7 days in advance to arrange for construction inspection services and to coordinate all water main shutdowns and removals. The contractor shall notify the affected property owners and fire department at least 24 hours in advance of any work on the existing water mains.

Existing valves shall only be operated by the water utility. Contact Brian Rickert, Town of Greenville, (920) 757-7276 Ext 3002.

Excavate the existing fire hydrant, remove the hydrant, 6" valve and all connecting 6-inch pipe from the existing tee. Plug the existing tee with a mechanical joint plug if the existing main will remain in service.

Remove the hydrant, valve, and lead in a manner that will prevent damage to the unit and store in a manner that prevents degradation. Contact Brian Rickert, Town of Greenville, (920) 757-7276 Ext 3002, to coordinate the pick-up of hydrants.

#### **D** Measurement

The department will measure Removing Fire Hydrant by the individual fire hydrant acceptably removed and existing hydrant tee plugged.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Fire Hydrant	EACH

Payment is full compensation for the removal of the existing fire hydrant; plugging of the existing hydrant tee; for excavating, sheeting and shoring; all backfilling and compaction of the excavation and storing for pickup.

## 23. Removing Water Valve and Box, Item 204.9060.S.03.

#### **A** Description

This special provision describes removing existing watermain valves and boxes at the locations shown on the plans and as hereinafter provided.

#### **B** Materials

Conform backfill materials to requirements for water main pipe.

#### C Construction

The contractor shall carefully plan his work to avoid contamination and lengthy shutdowns of existing water mains. Contact Brian Rickert, Town of Greenville, (920) 757-7276 Ext 3002, 7 days in advance to arrange for construction inspection services and to coordinate all water main shutdowns and removals. The contractor shall notify the affected property owners and fire department at least 24 hours in advance of any work on the existing water mains.

Remove existing water valve, valve box, and valve box adaptor in a manner that will prevent damage to the components and store in a manner that prevents degradation. Contact Brian Rickert, Town of Greenville, (920) 757-7276 Ext 3002, to coordinate the pick-up of removed components.

### **D** Measurement

The department will measure Removing Water Valve and Box 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
204.9060.S.03	Removing Water Valve and Box	EACH

Payment is full compensation for excavating, removing, salvaging, backfilling, compaction, and storing for pickup.

### 24. Removing Underdrain 6-Inch, Item 204.9090.S.01.

#### A Description

This special provision describes Removing Underdrain 6-Inch conforming to standard spec 204.

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

#### **D** Measurement

The department will measure Removing Underdrain 6-Inch in linear feet, acceptably completed.

#### E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Underdrain 6-Inch	LF

## 25. Removing Sanitary Sewer 12 to 15-Inch, Item 204.9090.S.02.

#### **A** Description

The special provision describes the removal of the existing sanitary sewer as shown in the plans and hereinafter provided.

#### B (Vacant)

#### **C** Construction

Construct according to the requirements of standard spec 204.3.

#### **D** Measurement

The department will measure Removing Sanitary Sewer 12 to 15-Inch by the linear foot, acceptably completed, measured from the center of structure to the center of structure.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.02	Removing Sanitary Sewer	LF

Payment is full compensation according to standard spec 204.5.

## 26. Removing Water Main, Item 204.9090.S.03.

## **A** Description

This special provision describes the removal and disposal of existing water main as shown in the plans and hereinafter provided.

## **B** Materials

Conform backfill materials to requirements for water main pipe.

#### **C** Construction

The contractor shall carefully plan his work to avoid contamination and lengthy shutdowns of existing water mains. Contact Brian Rickert, Town of Greenville, (920) 757-7276 Ext 3002, 7 days in advance to arrange for construction inspection services and to coordinate all water main shutdowns and removals. The contractor shall notify the affected property owners and fire department at least 24 hours in advance of any work on the existing water mains.

Perform work according to standard spec 204 and as hereinafter provided. The contractor is responsible for the safe methods and sequence of controlled removal operations. As directed by the engineer, completely remove the existing utility to the extent required to avoid interfering with new construction work.

Backfill all excavations or voids not occupied by other work under this contract according to standard spec 204.3.1.2.

#### D Measurement

The department will measure Removing Water Main by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.03	Removing Water Main	LF

Payment is full compensation for furnishing all excavating; for cutting and removing existing utilities; for furnishing, placing, and compacting all backfilling; and for hauling and disposing of all materials.

## 27. Backfill Controlled Low Strength, Item 209.0200.S.

#### **A** Description

This special provision describes furnishing and placing a controlled low strength material designed for use as backfill in trenches for culverts, sewers, utilities, or similar structures, as backfill behind bridges abutments, or as fill for the abandonment of culverts, pipes, or tanks.

#### **B** Materials

Provide controlled low strength backfill that consists of a designed cementitious mixture of natural or processed materials. Allowable materials include natural sand, natural gravel, produced sand, foundry sand, produced gravel, fly ash, Portland cement, and other broken or fragmented mineral materials. The designed mixture shall be self-leveling and shall be free of shrinkage after hardening. Design the mixture to reach a state of hardening such that it can support foot traffic in no more than 24 hours. Provide a mixture that also meets the following requirements.

TEST	METHOD	VALUE
Flow (inch)	ASTM D-6103	9 min
Compressive	ASTM D-6024	20-40 @ 14 days
Strength (psi)		40-80 @ 28 days
		80-120 @ 90 days

Chemical admixtures to control air content and setting time are allowable. Ten days before placement, furnish the engineer with a design mix detailing all components and their proportions in the mix. Also, provide documentation from the supplier of the industrial byproducts that the foundry sand and fly ash used in the mixture meet the requirements for Industrial Byproducts Categories 1, 2, 3, or 4 in NR 538 of the Wisconsin Administrative Code for use as a confined geotechnical fill.

# **C** Construction

Place controlled low strength backfill at the locations and to the lines and grades as shown on the plan. Proportion and mix materials to produce a product of consistent texture and flow characteristics. The engineer may reject any materials exhibiting a substantial change in properties, appearance, or composition.

If the official Weather Bureau forecast for the construction site predicts temperatures at or below freezing within the next 24 hours after placement of controlled low strength backfill, protect the placed materials from freezing during that time period. If the temperature is not forecast to rise above 40° F for 72 hours after placement, the engineer may require protection from freezing for up to 72 hours.

No controlled low strength backfill shall be allowed to enter any stream, lake, or sewer system. The contractor shall be responsible for any clean up or remediation costs resulting from such occurrences.

# **D** Measurement

The department will measure Backfill Controlled Low Strength in volume by the cubic yard of material, placed and accepted. Such volume shall be computed from actual measurements of the dimensions of the area to be backfilled. In irregular or inaccessible areas, the engineer may allow volume to be determined by other appropriate methods.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
209.0200.S	Backfill Controlled Low Strength	CY

Payment is full compensation for designing the mix; supplying all materials; preparing the proportioned mix; hauling it to the construction site; placing the material; and protecting it from freezing.

stp-209-010 (20090901)

# 28. Protection of Concrete.

#### Add to standard spec 415.3.14:

The contractor shall provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), the necessary equipment, and materials is incidental to the contract.

ner-415-015 (20180326)

# 29. 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)

# 30. 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 NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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)

# 31. Pipe Grates, Item 611.9800.S.

# A Description

This special provision describes providing pipe grates on the ends of pipes.

#### **B** Materials

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

#### **C** Construction

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged according to the requirements of AASHTO M36M.

#### **D** Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate, completed and accepted.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	EACH

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.

stp-611-010 (20030820)

# 32. Manhole, Inlet, and Catch Basin Adjusting Rings.

Add to standard spec 611.3:

# When using concrete adjustment rings:

The height of the grade ring shall equal (to within an inch and not to exceed) the height of the adjustment to minimize the number of joints in the chimney section. Multiple grade rings will not be allowed where one will suffice. Concrete grade rings less than 2-inches in thickness are not allowed. Concrete rings shall be of a size that closely matches the inside and outside dimensions of the structures.

#### When using rubber adjustment rings:

Rubber grade rings shall be in a flat and/or tapered configuration of a size to closely match the inside and outside dimensions of circular or rectangular structures, installed individually or in combination not to exceed 3-inches in height. If more than 3-inches of adjustment is necessary, use one concrete ring 3-inches or more in height with rubber rings on top of the concrete ring. If multiple rubber adjustment rings are necessary, a maximum of two adjustment rings can be used. Rubber grade rings shall be tapered to match the cross slope and profile of the roadway.

ner-611-050 (20171213)

# 33. Pipe Underdrain Unperforated

Add the following to standard spec 612.2:

Pipe underdrain unperforated will be Polyvinyl Chloride Drainage pipe conforming to AASHTO M278; no other pipe material options will be accepted.

# 34. Removing Signs

Delete standard spec 638.3.4(3).

Revise standard spec 638.3.4(2) as follows:

Type II signs are Outagamie County's property. Contact Outagamie County to arrange delivery of salvaged signs to their facility. Contact Andy Rowell at (920) 968-5756 for delivery instructions.

# **35.** Traffic Control.

Perform this work conforming to standard spec 643, and as the plans show, or as the engineer approves, except as follows.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as the plans show. Submit this plan 10 days before the preconstruction conference.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

Obtain prior approval from the engineer for the location of egress and ingress for construction vehicles to prosecute the work.

Cover existing signs which conflict with traffic control as the engineer directs.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:

Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way, unless otherwise specified in the traffic control article or without approval of the engineer.

All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.

Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

ner-643-065 (20171213)

# 36. Portable Changeable Message Signs - Message Prior Approval

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 366-8033 (secondary contact number is (920) 360-3107) 3 business days before deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

PCMS boards must be deployed 7 days before the closure of CTH CA.

ner-643-035 (20171213)

# 37. Install Conduit Into Existing Item, Item 652.0700.S.

#### **A** Description

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, communication vault, or other structure.

#### **B** Materials

Use Conduit Rigid Nonmetallic, Schedule 80, 2-Inch, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the standard spec.

#### **C** Construction

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole for entering conduits at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

#### **D** Measurement

The department will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit.

Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	EACH

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.

stp-652-070 (20100709)

# 38. 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.

PERCENT RETAINED
0
≤5
<u>&lt;</u> 16
<u>&lt;</u> 20
4-20
4-20
4-20
<u>&lt;</u> 12
<u>&lt;</u> 12
4-20
4-20
≤10
≤2.3

#### TABLE 1 TARANTULA CURVE GRADATION BAND

<sup>[1]</sup> Minimum of 15% retained on the sum of the #8, #16, and #30 sieves.

<sup>[2]</sup> 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

## TABLE 2 JMF WORKING RANGE

<sup>[1]</sup> Working range limits of composite gradation based on moving average of 4 tests.

# Replace standard spec 710.5.6 with the following:

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/qmp/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 (20181119)		

# **39.** 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)

# 40. Planting Mixture, Item SPV.0035.10.

# **A** Description

This special provision describes furnishing and installing Planting Mixture at the planting bed locations shown on the plans.

# **B** Materials

# **B.1 Planting Mixture**

Provide Planting Mixture consisting of the following blend by volume:

- 2 parts topsoil conforming to standard spec 625.
- 1 part sand conforming to the gradation in standard spec 209.2.2.
- 1 part compost. Provide compost that is either well-rotted shredded leaf mulch, free of disease; or well-rotted, unleached, stable or cattle manure containing no more than 25 percent by volume of straw, sawdust, or other bedding materials and free of toxic substances. Provide compost free of stones, sticks, soil, weed seeds, debris, and other material harmful to plant growth.
- 1 part peat moss conforming to standard spec 632.

# **C** Construction

# C.1 Coordination

Deliver Planting Mixture to project site and install within seven days of delivery. Coordinate and schedule the delivery and installation of the Planting Mixture with the delivery and installation of all landscape plant materials.

#### **C.2 Planting Mixture Preparation and Placement**

Provide a list of all materials used in Planting Mixture including manufacturers or suppliers (source) and quantities to the engineer.

Remove construction materials, stone, or other debris larger than 2" in length or diameter, debris, slag piles and trash from areas receiving Planting Mixture.

Till or disc subgrades to loosen and de-compact. Obtain the engineer's approval of subgrade preparation including depth excavated, removal of trash materials, and loosening of subgrades before placing any Planting Mixture.

Provide Planting Mixture over entire planting bed area and fine grade to match grades as indicated on plans or to adjacent back of curb or other hardscape surface as indicated on plans, accounting for settling. Place Planting Mixture in 6-inch to 8-inch lifts, watering or tamping to reduce settling potential. Place Planting Mixture to depths indicated in plans.

#### **D** Measurement

The department will measure Planting Mixture in volume 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.0035.10	Planting Mixture	CY

Payment is full compensation for excavating, site preparation, and disposing of surplus materials; and for furnishing and installing all materials.

41. Pavement Marking Grooved Contrast Preformed Thermoplastic Arrows Type 1, Item SPV.0060.01;

Pavement Marking Grooved Contrast Preformed Thermoplastic Arrows Type 2, Item SPV.0060.02;

Pavement Marking Grooved Contrast Preformed Thermoplastic Arrows Type 3, Item SPV.0060.03;

Pavement Marking Grooved Contrast Preformed Thermoplastic Arrows Type 3R, Item SPV.0060.04;

Pavement Marking Grooved Contrast Preformed Thermoplastic Words, Item SPV.0060.05; Pavement Marking Grooved Contrast Preformed Thermoplastic Stop Line 18-Inch, Item SPV.0090.01;

Pavement Marking Grooved Contrast Preformed Thermoplastic Crosswalk 6-Inch, Item SPV.0090.02;

Pavement Marking Grooved Contrast Preformed Thermoplastic Crosswalk 18-Inch, Item SPV.0090.03;

Pavement Marking Grooved Contrast Preformed Thermoplastic Dotted Extension 18-Inch SPV.0090.04-

# **A** Description

This special provision describes grooving the pavement surface and furnishing and installing contrast preformed thermoplastic pavement marking as shown on the plans, according to standard spec 646 of the standards specifications, and as hereinafter provided.

# **B** Materials

Furnish 125 mils preformed thermoplastic pavement marking from Ennis Flint PreMark Visigrip (contrast), Swarco Industries Preformed Thermoplatic (contrast), or approved equal. If required, furnish sealant material recommended by the manufacturer.

#### **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 lines according to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

# C.2 Groove Depth

Cut the groove to a depth of 120 mils  $\pm$ 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

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

Cut the groove 1-inch wider than the width of the thermoplastic.

#### C.4 Groove Position

Position the groove edge according to the plan details.

#### C.4.1 Linear Marking

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

#### C.4.2 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 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, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 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 Asphalt

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

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.

# 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 non-attainment 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 Pavement Marking Contrast Grooved Preformed Thermoplastic by the unit, acceptably placed, or in length by the linear foot of line, placed according to the contract and accepted.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 1	EACH
SPV.0060.02	Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 2	EACH
SPV.0060.03	Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 3	EACH
SPV.0060.04	Pavement Marking Contrast Grooved Preformed Thermoplastic Arrows Type 3R	EACH
SPV.0060.05	Pavement Marking Contrast Grooved Preformed Thermoplastic Words	EACH
SPV.0090.01	Pavement Marking Contrast Grooved Preformed Thermoplastic Stop Line 18-Inch	LF
SPV.0090.02	Pavement Marking Contrast Grooved Preformed Thermoplastic Crosswalk 6-Inch	LF
SPV.0090.03	Pavement Marking Contrast Grooved Preformed Thermoplastic Crosswalk 18-Inch	LF
SPV.0090.04	Pavement Marking Contrast Grooved Preformed Thermoplastic Dotted Extension 18-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface, furnishing and installing the material.

# 42. Adjusting Water Valve Box, Item SPV.0060.06.

## **A** Description

This special provision describes adjusting water valve boxes to final pavement elevations the plans show.

#### **B** Materials

Utilize existing valve boxes where the required extent of adjustment allows. If additional sections are necessary, coordinate with the Town of Grand Chute, Todd Prahl, (920) 832-1581, or the Town of Greenville, Brian Rickert (920) 757-7276, to obtain required materials.

# **C** Construction

Before completion of paving operations, adjust the water valve boxes to match the final proposed grade. Excavate and expose the existing water main valve box to the depth needed to adjust the valve box to grade, add or remove extension(s) as needed, and backfill with base aggregate material conforming to the requirements for the adjacent roadway base course construction.

Complete adjustments in such a manner to avoid any damage to the water valve boxes. Provide the Town of Grand Chute or the Town of Greenville two working days advance notice before adjusting the valve boxes to finished grade.

# **D** Measurement

The department will measure Adjusting Water Valve Box as a unit of work for each valve box, acceptably adjusted.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Adjusting Water Valve Box	EACH

Payment is full compensation for adjusting each valve box; excavating as necessary to access the valve box; backfilling; repairing any damage done to the valve box during adjustment; and for adding new sections if necessary.

ner-900-015 (20171213)

# 43. Inlet 2 x 2.5-FT Special, Item SPV.0060.07; Inlet 4-FT Diameter Special, Item SPV.0060.08.

# **A** Description

Construct as shown on the plans, or as directed by the engineer, and according to standard spec 611 and as hereinafter provided.

#### **B** Materials

Materials shall be according to standard spec 611.2. The rubber adjustment riser is to be on the department's approved product list.

# **C** Construction

Construction shall be according to the plans and with standard spec 611.3.

# Replace standard spec 611.3.3(1) with the following:

Set inlet cover on rubber adjustment riser ring. Use approved mastic adhesive between the ring and the inlet structure. Use an approved polyurethane adhesive with a flexible set between the ring and the inlet cover. Use two 5/16-inch beads of adhesive placed 1 inch and 2 inches in from the outside edge of the ring. If multiple adjustment rings are necessary, a maximum of two adjustment rings can be used. A maximum of 3 inch adjustment is allowed. Use polyurethane adhesive with a flexible set to join the two rings. If the adjustment rings must be cut, the joints must be staggered, and a polyurethane adhesive used to reattach the cut ends. No concrete adjustment rings or mortar is to be placed between the top of the structure and the inlet cover.

#### **D** Measurement

The department will measure Inlet 2 x 2.5-FT Special and Inlet 4-FT Diameter Special as each individual inlet, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Inlet 2 x 2.5-FT Special	EACH
SPV.0060.08	Inlet 4-FT Diameter Special	EACH

Payment is full compensation according to standard spec 611.5.2.

# 44. Bolt Replacement Hydrant, Item SPV.0060.09.

# A Description

This special provision describes replacing below ground bolts on hydrants and their associated valves and tees as the plans show and hereinafter provided.

# **B** Materials

Furnish crusher screenings for backfill conforming to the following gradation: 100% passing the 3/8-inch sieve and less than 20% passing the No. 200 sieve.

All stainless steel bolts, and polyethylene wrap shall be supplied by the Town of Grand Chute. Contact the Town of Grand Chute a minimum of one week in advance of the need for materials and arrange for pick up at the Town Hall located at 1900 Grand Chute Boulevard. The contact person is Todd Prahl, (920) 832-1581.

# **C** Construction

Excavate the existing hydrant barrel, auxiliary valve, hydrant lead, and hydrant tee. Replace all existing below ground bolts with stainless steel bolts supplied by the Town of Grand Chute according to the manufacturer's specifications. Install polyethylene wrap around hydrant barrel, auxiliary valve, hydrant lead (if ductile iron pipe), and hydrant tee. Backfill trench a minimum of 2 feet above pipe with screenings and above that with native material.

# **D** Measurement

The department will measure Bolt Replacement Hydrant by each individual hydrant, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Bolt Replacement Hydrant	EACH

Payment is full compensation for furnishing backfill material and obtaining bolts and polyethylene wrap from the Town of Grand Chute; for all excavating, backfilling, disposing of surplus material; and for cleaning out and restoring the work site.

# 45. Bolt Replacement Valve/Fitting, Item SPV.0060.10.

#### **A** Description

This special provision describes replacing below ground bolts on water main valves and fittings as the plans show and hereinafter provided.

#### **B** Materials

Furnish crusher screenings for backfill conforming to the following gradation: 100% passing the 3/8-inch sieve and less than 20% passing the No. 200 sieve.

All stainless steel bolts and polyethylene wrap shall be supplied by the Town of Grand Chute. Contact the Town of Grand Chute a minimum of one week in advance of the need for materials and arrange for pick up at the Town Hall located at 1900 Grand Chute Boulevard. The contact person is Todd Prahl, (920) 832-1581.

#### C Construction

Excavate the existing valve or fitting. Replace all existing below ground bolts with stainless steel bolts supplied by the Town of Grand Chute according to the manufacturer's specifications. Install polyethylene wrap around the valve or fitting. Backfill trench a minimum of two feet above pipe with screenings and above that with native material.

#### **D** Measurement

The department will measure Bolt Replacement Valve/Fitting by each individual valve or fitting, 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.0060.10	Bolt Replacement Valve/Fitting	EACH

Payment is full compensation for furnishing backfill material and obtaining bolts and polyethylene wrap from the Town of Grand Chute; for all excavating, backfilling, disposing of surplus material; for cleaning out and restoring the work site.

# 46. Adjusting Sanitary Manhole, Item SPV.0060.11.

# **A** Description

This special provision describes adjusting sanitary manhole covers as shown on the plans and hereinafter provided.

# **B** Materials

Furnish materials according to the requirements of standard spec 611.

New chimney seals (if required) shall be Cretex Classic Internal Chimney Seal as manufactured by Cretex Specialty Products.

# **C** Construction

Construct according to the requirements of standard spec 611.3 and as follows:

Inspect existing internal chimney seals prior to removing. Notify the Town of Grand Chute or Town of Greenville if existing chimney seals are in poor condition and may not be salvageable so the Town's representative can conduct an inspection prior to removal. Carefully remove and salvage existing chimney seals and reinstall upon completion of the adjustment. Installation shall meet the requirements of paragraph 3.5.4 (f) 1 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Provide the least number of rings possible to set manhole cover to proposed grade.

All wood adjustment wedges shall be removed from manhole to prevent damage to downstream sanitary facilities.

#### **D** Measurement

The department will measure Adjusting Sanitary Manhole by the manhole, 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.0060.11	Adjusting Sanitary Manhole	EACH

Payment is full compensation for providing all required materials exclusive of chimney seals; for removing, reinstalling and adjusting the covers; for removing and disposing of existing adjustment rings; for obtaining new seals from the Town of Grand Chute or Town of Greenville (if required); for necessary excavation, backfilling, disposing of surplus material, and for cleaning out and restoring the work site. The contractor shall replace covers rendered unusable by the contractor's operations at no expense to the department.

# 47. Reconstructing Sanitary Manhole, Item SPV.0060.12.

#### A Description

This special provision describes reconstructing sanitary manholes as shown on the plans and hereinafter provided.

# **B** Materials

Furnish materials according to the requirements of standard spec 611.

New chimney seals (if required) shall be Cretex Classic Internal Chimney Seal as manufactured by Cretex Specialty Products.

# **C** Construction

Construct according to the requirements of standard spec 611.3 and as follows:

Inspect existing internal chimney seals prior to removing. Notify the Town of Grand Chute or Town of Greenville if existing chimney seals are in poor condition and may not be salvageable so the Town's representative can conduct an inspection prior to removal. Carefully remove and salvage existing chimney seals and reinstall upon completion of the adjustment. Installation shall meet the requirements of paragraph 3.5.4 (f) 1 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Provide the least number of rings possible to set manhole cover to proposed grade.

All wood adjustment wedges shall be removed from manhole to prevent damage to downstream sanitary facilities.

# **D** Measurement

The department will measure Reconstructing Sanitary Manhole by the manhole, 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.0060.12	Reconstructing Sanitary Manhole	EACH

Payment is full compensation for providing all required materials exclusive of chimney seals; for removing, reinstalling and adjusting the covers; for removing and disposing of existing adjustment rings; for obtaining new seals from the Town of Grand Chute (if required); for necessary excavation, backfilling, disposing of surplus material, and for cleaning out and restoring the work site. The contractor shall replace covers rendered unusable by the contractor's operations at no expense to the department.

# 48. Apron Endwalls for Pipe Arch Steel 77x121-Inch, Item SPV.0060.13.

#### **A** Description

This special provision describes providing and installing culvert apron endwalls.

#### **B** Materials

Furnish endwalls conforming to the applicable requirements of standard spec 521.2.

#### **C** Construction

Construct according to the applicable requirements of standard spec 521.3.

#### **D** Measurement

The department will measure Apron Endwalls for Pipe Arch Steel 77x121-Inch by each endwall, 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.0060.13	Apron Endwalls for Pipe Arch Steel 77x121-Inch	EACH

Payment is full compensation according to standard spec 521.5.

# 49. Manhole Cover Type J Sanitary, Item SPV.0060.14.

# A Description

This special provision describes furnishing and installing sanitary manhole covers.

## **B** Materials

All sanitary castings shall be Neenah Foundry R-1550 with a self-sealing Type "D" lid with concealed pick hole. Castings shall be R-1916-C bolt down in areas deemed to be susceptible to flooding.

Kent Seal butyl rubber sealant shall be <sup>3</sup>/<sub>4</sub>" wide between adjustment rings and the casting and between the adjustment rings.

# **C** Construction

Construct according to the requirements of standard spec 611.3, the "Manhole, Inlet, and Catch Basin Adjusting Rings" special provision, and as follows:

Manhole castings shall be tilted to match the slope of the road.

A minimum of 2 inches and a maximum of 10 inches of rings may be installed for adjustment.

#### **D** Measurement

The department will measure Manhole Cover Type J Sanitary, by each individual manhole frame and cover, 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.0060.14	Manhole Cover Type J Sanitary	EACH

Payment is full compensation for providing all labor and materials, including adjustment rings, frame and cover; for properly installing said frame and cover on each sanitary manhole including any related cleanup or related work.

# 50. Hydrant, Item SPV.0060.16.

#### A Description.

Furnish and install hydrants according to the requirements of the plans, the most recent edition of the Standard Specifications for Sewer & Water Construction in Wisconsin, and as hereinafter provided.

#### **B** Materials

Hydrants shall be 5-1/4 Waterous Pacer Traffic Model WB67-250 as manufactured by American Flow Control.

Hydrants shall be of traffic model design consisting of a safety flange and a safety sleeve coupling. The design shall permit the rotation of the upper barrel to position the nozzle in any direction. The nozzle placement shall not be restricted by the bolt hole placement. The hydrants shall be designed for 250 pounds working pressure and tested to 500 pounds hydrostatic pressure test. All hydrants shall be of compression main type valve closing with line pressure. Hydrant drain holes must be tapped and plugged at the factory. All working parts shall be bronze. The inlet connection shall be 6-inch mechanical joint complete with accessories including gland, gaskets, nuts, and bolts.

The hydrants shall have two 2-1/2 inch hose nozzles with National Standard threads. Hydrants shall have one 4-1/2 inch pumper nozzle with National Standard threads. The operating nut shall be 1-1/2-inch pentagon shaped and shall open left (counter-clockwise). The hose nozzle caps shall be 1-1/2 inch pentagon shaped with chains. The main valve and seating shall be removable through the upper barrel from above ground without disassembling at the ground line flanges. The main valve opening shall be 5-1/4 inch in size. The stem threads shall be lubricated by removal of a screw located in the operation nut. The stuffing box shall have o-rings for seals.

Hydrants shall be painted at the factory, color yellow.

Each hydrant shall be fitted with a "Hydrafinder" fire hydrant marking device, 5-foot in length, as manufactured by RoDon Corp, or an approved equal.

Hydrants shall include tags on the upper flange indicating the bury depth, plugged drain hole, and extension height (if so equipped).

Hydrants shall have colored caps per NFPA 291.

Hydrants extensions shall be manufactured by the hydrant manufacturer and designed to fit hydrants as provided / installed. Maximum height of extension on new hydrants shall be 12-inches (requires engineer's approval).

Crushed stone placed for drainage shall meet the requirements of the section 8.43.6 of the most recent edition of the Standard Specifications for Sewer & Water Construction in Wisconsin.

Prior to incorporating any materials or products into the work, submit to the engineer and the water utility representative product literature and catalog cuts of the materials being supplied. Submit sufficient detail to readily determine if these materials are in conformance with the required specifications.

Any fittings or components used in the potable water system shall be stamped 'NL' and meet all Federal no-lead provisions.

# **C** Construction

Furnish hydrants with the drain holes plugged. Remove the plugs when directed by the engineer. In contaminated soil areas, plugs shall not be removed.

Hydrants shall be located as shown or as directed and in a manner to provide complete accessibility, and in such a manner that the possibility of damage from vehicles or injury to pedestrians will be minimized. When set in the lawn space near the sidewalk and property line, no portion of the hydrant or nozzle cap shall be within 6-inches of the sidewalk.

All hydrants shall stand plumb and shall have the pumper nozzle facing the curb. The contractor is responsible for setting the fire hydrant to match the elevation of the finished ground or pavement. Set the finished elevation of the hydrants so the bolts on the breakaway flange are a minimum of 2" and a maximum of 6" above finished ground elevation. This grade is to be set regardless of the depth of the main. If extensions are required for hydrants they shall be considered incidental to the bid item of Hydrant. Only one extension shall be installed on a new hydrant, per engineer's approval, and said extension shall be 12-inches or less. Hydrant extensions that are installed to correct improper hydrant setting by the contractor shall be provided and installed at the contractor's expense. Every hydrant that receives a hydrant extension shall include a tag indicating the height of the extension. Hydrant extensions shall be installed according to the manufacturer's instructions.

Drainage shall be provided at the base of the hydrant by placing crushed stone from the bottom of the trench to at least 6 inches above the waste opening in the hydrant and to a distance of 1 foot around the elbow. A non-woven geotextile fabric shall be used between the crushed stone and backfill. Hydrants shall be solidly buttressed against the trench wall.

The connecting tees for the hydrants shall be anchoring tees and all fittings for hydrant connections shall be anchoring fittings. All fittings must also be completely wrapped or covered and properly secured with 8 mil polyethylene conforming to AWWA C105. The polyethylene film shall be fitted to the contour of the pipe or fitting creating a snug, but not tight, encasement. Sufficient slack shall be provided in contouring to prevent stretching the polyethylene where it bridges irregular surfaces, such as joints or fittings, and to prevent damage to the polyethylene caused by backfilling operations. Overlaps and ends shall be secured with adhesive tape or plastic tie straps. For installations below the water table, circumferential wraps of tape shall be placed at two foot intervals along the barrel of the pipe.

#### **D** Measurement

The department will measure Hydrant by each individual unit approved by the owning utility, and 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.0060.16	Hydrant	EACH

Payment is full compensation for furnishing all materials; for all excavations, for sheeting and shoring, forming foundations, reaction blocking or thrust restraint, polyethylene encasement, all hydrant extensions and appurtenances required to set the hydrants to the established grade (except for those required by improper hydrant setting), for making connections to all new facilities; for furnishing all bedding material; for furnishing drain rock, non-woven geotextile fabric, for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

# 51. Relocating Hydrant, Item SPV.0060.17.

# A Description

This special provision describes removing, salvaging, and relocating existing fire hydrants at the locations shown on the plans and as hereinafter provided.

# **B** Materials

Provide 6-inch mechanical joint plugs conforming to the requirements of ductile iron water main fittings for use if the hydrant will be removed before the main is removed from service.

Conform backfill materials to requirements for water main pipe.

# **C** Construction

Remove the existing hydrant according to the requirements of the Removing Fire Hydrant special provision. Remove hydrants and valve boxes in one piece at the connection to the hydrant lead. Cap or plug the existing hydrant lead as close to the existing water main as possible. Supple new lead and connection to the water main. Reinstall the hydrant according to the requirements of the Hydrant special provision.

# **D** Measurement

The department will measure Relocating Hydrant by each individual hydrant relocation, 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.0060.17	Relocating Hydrant	EACH

Payment is full compensation for furnishing all materials; for all excavations, for sheeting and shoring, removing, salvaging, forming foundations, reaction blocking or thrust restraint, polyethylene encasement, all hydrant extensions and appurtenances required to set the hydrants to the established grade (except for those required by improper hydrant setting), for making connections; for furnishing all bedding material; for furnishing drain rock, non-woven geotextile fabric, for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

# 52. Water Valve 6-Inch, Item SPV.0060.18; Water Valve 10-Inch, Item SPV.0060.19; Tee 10x6-Inch, Item SPV.0060.20; Corporation, Curb Stop and Box, Item SPV.0060.22.

# **A** Description

Furnish and install water main fittings according to the requirements of the plans, the most recent edition of the Standard Specifications for Sewer & Water Construction in Wisconsin, and as hereinafter provided.

# **B** Materials

Prior to incorporating any materials or products into the work, submit to the engineer and water utility representative product literature and catalog cuts of the materials being supplied. Submit sufficient detail to readily determine if these materials are in conformance with the required specifications.

Any fittings or components used in the potable water system shall be stamped 'NL' and meet all Federal no-lead provisions.

# **B.1 Water Main Fittings**

Compact fittings shall conform to AWWA C153.

Fittings shall have a pressure rating of 350 psi. Electrical conductors to carry a 200-ampere current across the joint shall be furnished.

All fittings shall be provided with cement mortar lining conforming to AWWA C104.

Megalug joint restraints are required on all mechanical joint fittings. Stainless steel 316 T-head bolts are required on all fittings.

Only ductile iron fittings manufactured in North America shall be allowed.

Polyethylene encasement shall be polyethylene film tube conforming to AWWA C105. Polyethylene film sheet conforming to AWWA C105 may be used at odd-shaped appurtenances where the use of tube is not practical. All water main fittings shall be connected with stainless steel 316 T-head bolts and each fitting shall be fully encased and sealed with polyethylene film.

# **B.2 Water Valve and Box**

Valves shall be resilient wedge gate valves meeting the requirements of AWWA C-515. Stainless steel 316 valve body and cover bolts are required.

Valve boxes shall be cast iron 3-piece screw type with 5-1/4" shaft and length to suit depth. All 4 inch or larger water valves shall be installed with a valve box adaptor.

# **B.4 Corporation, Curb Stop and Curb Box**

Corporation stops shall be McDonald NL Plug Style 74701Q.

Curb stops shall be McDonald NL Ball Style 76100Q.

Curb box will be 1" for 1" curb valves and 2" for 1-1/2" and 2" valves. Curb boxes and rods shall be of proper length to allow installation flush with the finished ground installation. Curb box castings shall include a lid marked "WATER" with a removable brass threaded plug. If installed in concrete, boxes shall include the installation of a circular felt bond breaker. The cost of furnishing and installing this casting and cover along with the coordination between the water piping contractor and the concrete contractor shall be considered incidental to the cost of corporation, curb stop and box.

Curb stop boxes shall be McDonald 5604 Arch Pattern.

Curb box rods shall be Mueller Canada 88037SS.

Service Saddles shall be Romac 306.

#### **C** Construction

## C.1 Water Main and Service Appurtenances

All fittings shall be covered or wrapped and secured with 8-mil thick polyethylene film meeting the requirements of AWWA C105.

The connecting tees for hydrants shall be anchoring tees and all fittings must also be completely wrapped or covered and properly secured with 8 mil polyethylene. The polyethylene film shall be fitted to the contour of the pipe or fitting creating a snug, but not tight, encasement. Sufficient slack shall be provided in contouring to prevent stretching the polyethylene where it bridges irregular surfaces, such as joints or fittings, and to prevent damage to the polyethylene caused by backfilling operations. Overlaps and ends shall be secured with adhesive tape or plastic tie straps. For installations below the water table, circumferential wraps of tape shall be placed at 2 foot intervals along the barrel of the pipe.

Block all bends and fittings thoroughly with concrete as shown in the special details or install with approved anchoring fittings. Concrete buttresses shall be poured against firm, undisturbed ground. When concrete buttresses cannot be placed against undisturbed ground they shall be placed against fill material of composition conforming to the requirements of ASTM C12 or ASTM D2321 as applicable for rigid and flexible pipe respectively, compacted to 95 percent of the modified proctor density for the material. The buttresses shall be constructed to the minimum dimensions as shown on the contract drawings or as required by the engineer. All buttresses shall be formed to keep the joints free of concrete. Solid precast concrete blocks may be used in lieu of the poured buttresses when approved by the engineer. When concrete blocks are used, they shall be stepped-out to match the minimum dimensions required for poured concrete buttresses.

# C.2 Corporation, Curb Stop and Box

All service taps will be completed with the water main full and under pressure. All water services, unless noted otherwise on the plans, shall be 1-inch nominal diameter (minimum size and shall be larger if required to match the size of the existing service pipe) and shall use a corporation installed on the mainline with a tapping saddle and a curb stop and box positioned as shown on the plans or as directed by the water utility or the engineer. Maintain a minimum horizontal separation of 12 inches between the service connection and the bell end of a pipe or fitting, and a minimum of 24 inches between service connections, independent of which side of the main the services are installed. Service connections shall be installed so that the outlet is at an angle slightly above horizontal.

The bid item for this work is not dependent upon the size of the water service. Any size service between 1-inch and 2-inch nominal diameter shall be at the same unit cost. The exact location of the connection to the existing service will depend upon the condition of the existing pipe and be as shown on the plan or as directed in the field by the engineer.

All curb stop boxes shall be wrapped with polyethylene sheets. The polyethylene shall be taped on both the bottom and top of the curb box.

Curb boxes located in a concrete sidewalk, driveway, or pavement shall be installed so that the top of the box is 3-inches below the finished concrete surface elevation. The casting and cover shall be installed and centered on the water service curb box. The casting shall be set flush into the new concrete sidewalk or driveway and shall not be connected to the curb stop box. The contractor shall verify that curb boxes are plumb in the presence of a water utility representative prior to installation of the casting and cover.

#### **D** Measurement

The department will measure Tee (Size); Valve (Size); and Corporation, Curb Stop and Box by each individual unit approved by the water utility, and 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.0060.18	Water Valve 6-Inch	EACH
SPV.0060.19	Water Valve 10-Inch	EACH
SPV.0060.20	Tee 10x6-Inch	EACH
SPV.0060.22	Corporation, Curb Stop and Box	EACH

Payment is full compensation for providing all labor and materials, including valves and valve boxes, valve box adaptors, fittings, couplings, connection sleeves, tapping saddles, saddle outlets, corporations, curb stops and boxes, polyethylene encasement, thrust restraint, anchoring fittings and other required materials to provide a complete working system; for furnishing all excavating, except rock excavation; for removing or abandoning the existing pipe or fixture that the new item replaces; for forming foundation; for replacing unstable material in the trench bottom; for sheeting and shoring; for dewatering; for making connections to new or existing pipe or fixtures; for providing bedding material; for backfilling and compacting; for providing trench insulation where required; for removing sheeting and shoring; for testing and chlorination; for cleaning out pipes and structures; and restoring the worksite.

# 53. Connect to Existing 10-Inch Water Main, Item SPV.0060.21.

#### A Description

This special provision describes connecting new water main to existing water main.

#### **B** Materials

Use materials consistent with Water Main and Water Main Fittings sections of these special provisions.

#### **C** Construction

The contractor shall carefully plan his work to avoid contamination and lengthy shutdowns of existing water mains. Contact the water utility 7 days in advance to arrange for construction inspection services and to coordinate all water main shutdowns and removals. The contractor shall notify the affected property owners and fire department at least 24 hours in advance of any work on the existing water mains.

Existing valves shall only be operated by the water utility.

Excavate and expose existing water mains at the location of the connection to determine the exact location and elevation of the existing pipe. Make connections to the existing water main with fittings and/or gaskets designed specifically for the type of pipe material found. Joint restraint is required. Complete work according to most recent edition of the Standard Specifications for Sewer & Water Construction in Wisconsin.

## **D** Measurement

The department will measure Connect to Existing Water Main as each individual connection, approved by the water utility and 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 Connect to Existing 10-Inch Water Main EACH Payment is full compensation for the connection of the new water main to existing water main including excavating, exposing existing water main, removal of existing water main necessary to complete the connection, capping of the existing water main, coordination with the local water utility, notifications to affected property owners, all connection fittings, joint restraint and materials necessary for connection, backfilling and compaction.

# 54. Yard Hydrant, Item SPV.0060.23.

# **A** Description

This special provision describes providing furnishing and installing a yard hydrant for the plantings located in the roundabout center islands.

#### **B** Materials

Prior to incorporating any materials or products into the work, submit to the engineer and water utility representative product literature and catalog cuts of the materials being supplied. Submit sufficient detail to readily determine if these materials are in conformance with the required specifications.

Yard hydrants shall be Freezeless IOWA Yard Hydrant Model Y1, 7 foot bury, as manufactured by Woodford Manufacturing.

#### **C** Construction

Install the yard hydrant according to all state and local plumbing codes and as required per the manufacturer's recommendations.

Fasten tracer wire from the water service to the vertical pipe and yard hydrant using zip ties.

Notify the water utility at least one week prior to testing the yard hydrant. The engineer and water utility representatives shall be present when the hydrant is pressure tested and disinfected.

## D Measurement

The department will measure Yard Hydrant by each individual yard hydrant, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Yard Hydrant	EACH

Payment is full compensation for preparing the site including all necessary excavation and disposal of surplus materials; supplying all necessary hydrant components; installing the hydrant and testing and disinfecting the system.

# 55. Pipe Tap 12-Inch, Item SPV.0060.24; Pipe Tap 15-Inch, Item SPV.0060.25.

# **A** Description

This special provision describes connecting pipe underdrain to reinforced concrete culverts as shown in the plans and hereinafter provided.

# **B** Materials

Furnish Kor-N-Seal, A-Lok or equal pipe connector.

# **C** Construction

Core opening in culvert pipe of adequate size to allow installation of underdrain pipe with connector. Cut end of underdrain pipe at an angle to match the inside of the culvert pipe as closely as possible to minimize any extension of the underdrain pipe into the culvert pipe interior. Maintain the invert of the underdrain pipe above the center line of the culvert pipe.

# D Measurement

The department will measure Pipe Tap (Size) by each individual tap, 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.0060.24	Pipe Tap 12-Inch	EACH
SPV.0060.25	Pipe Tap 15-Inch	EACH

Payment is full compensation for coring pipes, connecting pipes, furnishing and placing pipe connector.

# 56. Anti-Seep Clay Dam, Item SPV.0060.26.

## A Description

This special provision describes furnishing and installing low permeable clay around culvert pipe at the locations shown on the plans.

#### **B** Material

For each source, prior to excavating and hauling the low permeable clay to the project, submit the results of the laboratory tests described in Table 1. The laboratory testing shall document that each clay type from the source meets or exceeds the requirements.

The sample for the hydraulic conductivity test shall be remolded clay at a minimum dry density of 95% of the maximum dry density as determined by the Standard Proctor test ASTM D698 and at a moisture content required to achieve the required hydraulic conductivity, but with a minimum moisture content at or above the optimum moisture content as determined in the Standard Proctor test ASTM D698. Submit the test results to the engineer for review, two weeks prior to construction.

	TABLE 1				
			Testing Frequency		
Number	Test Title	Requirements	Screening	QA/QC <sup>3</sup>	
				Top Cover	Sideslope
ASTM <sup>1</sup> D698	Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort	NA <sup>2</sup>	1/source	1/source	1/source
ASTM D1140	Standard Test Methods for Amount of Material in Soils Finer Than the No. 200 (75-um) Sieve	Per NR 538 <sup>4</sup>	2/source	1/2,220 cy per lift <sup>5</sup>	1/3,330 cy per lift
ASTM D422	Standard Test Method for Particle- Size Analysis of Soils	Per NR 538	2/source	1/2,220 cy per lift	1/3,330 cy per lift
ASTM D4318	Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.	Per NR 538	2/source	1/2,220 cy per lift	1/3,330 cy per lift
ASTM D2487	Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)	Per NR 538	2/source	1/2,220 cy per lift	1/3,330 cy per lift
ASTM D2922	Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)	Per NR 538	NA	200'x20 0' Grid/lift	240'x240' Grid/lift
ASTM D5084	Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter	Per NR 538	1/source <sup>6</sup>	1/6,660 cy per lift <sup>7</sup>	1/10,000 cy per lift <sup>7</sup>

#### Notes:

- 1. ASTM = American Society of Testing and Materials.
- 2. NA = Not applicable.
- 3. QA/QC = Quality Assurance / Quality Control. One QA/QC test for the project quantity required.
- 4. NR 538 = Wisconsin Department of Natural Resources regulations Chapter NR 538 Beneficial Use of
- Industrial Byproducts.
- 5. A lift shall not exceed 8-inches.
- 6. The sample for the test shall be remolded at a minimum dry density of 95% of the maximum dry density as determined by the Standard Proctor test and at a moisture content required to achieve the required hydraulic conductivity, but with a minimum moisture content at or above the optimum moisture content as determined in the Standard Proctor test.
- 7. An undisturbed sample from a thinned walled sampler (Shelby tube).

# **C** Construction

# C.1.1 Subgrade

Compact the collar to a minimum density as defined in standard spec 207.3.6.3 Standard Compaction or as otherwise specified in the contract requirements.

# C.1.2 Placement

Place and compact low permeable clay in 6-inch lifts. Place each lift of low permeable clay in one continuous lift. The thickness of the low permeable clay shown on the plans should be measured perpendicular to the surface.

Construct the clay dam according to the construction detail.

Compact the low permeable clay to a minimum of 95% Standard Proctor ASTM D698 Maximum Dry Density. Break up clods greater than 4-inches in diameter prior to compaction. Provide all equipment necessary to adjust low permeable clay to the proper moisture content for compaction. Do not proceed with placement of additional lifts until all required low permeable clay testing and documentation has been completed for the previous lift. During placement of the low permeable clay the minimum moisture content shall be as defined by the testing performed in the source evaluation and with the following limits:

• No drier than the optimum moisture content as determined by the Standard Proctor test ASTM D698.

Low permeable clay not meeting the above requirements will be removed as directed by the engineer and removing, replacing, and/or reworking low permeable clay not meeting the above requirements will be completed at no cost to the department.

## **D** Measurement

The department will measure Anti-Seep Clay Dam as each individual Anti-Seep Clay Dam, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Anti-Seep Clay Dam	EACH

Payment is full compensation for testing/sampling furnishing, hauling and placing of all materials; and for excavation, backfilling and disposing of excess material.

# 57. Street Sweeping, Item SPV.0075.01.

# **A** Description

This special provision describes removing small dirt and dust particles from the roadway using a street sweeper periodically during the project as the engineer directs.

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

#### **C** Construction

Provide a self-contained mechanical or air conveyance street sweeper and dispose of the material collected.

#### D Measurement

The department will measure Street Sweeping by the hour that the street sweeper is on the project picking up and removing debris from the roadway.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Street Sweeping	HRS
ner-628-060 (20171213)		

# 58. Fence Chain Link Polymer Coated 4-Ft, Item SPV.0090.05.

#### A Description

This special provision describes furnishing and installing a new polymer-coated fence system on structures according to the pertinent plan details, as directed by the engineer and as hereinafter provided. The color of all components in this fence system shall be the same and shall be as specified on the plans.

# **B** Materials

All materials for this fence system shall be new stock, free from defects impairing strength, durability, and appearance. Fabric shall be produced by methods recognized as good commercial practice. Wire used in the manufacture of the fabric shall be capable of being woven into fabric without the polymer-coating cracking or peeling. Pipes used in framework shall be straight, true to section and free of defects. All burrs at the ends of pipes shall be removed before galvanizing. The polymer-coating shall be a dense impervious covering, applied without voids, tears or cuts that reveal the substrate. Excessive roughness, bubbles, blisters and flaking in the polymer-coating will be a basis for rejection.

# **B.1 Fabric**

Provide steel chain link fence fabric that conforms to the requirements of ASTM F668, Class 2b, a polymer-coating fused and adhered to wire that is zinc-coated. Provide fabric woven from 9-gage wire using plan specified mesh size, diamond pattern, with both the top and bottom selvages knuckled. The minimum breaking strength of the wire shall be 1290 lbs. The color of polymer-coating shall conform to the requirements of ASTM F934.

# **B.2 Framework**

Provide steel rails, posts and post sleeves conforming to the requirements of ASTM F1083, Standard Weight Pipe (Schedule 40) of the size (O.D.) and weight as shown on the plans. The minimum yield strength shall be 30,000 psi and the minimum tensile strength shall be 48,000 psi. These components shall be zinc-coated inside and outside by the hot-dip process as stated in ASTM F1083. Provide polymer-coating over zinc-coating that conforms to ASTM F1043. The color of polymer-coating shall conform to the requirements of ASTM F934, and match the color of the other fence components. Weld base plate to posts or post sleeves and complete any additional welding of components before galvanizing.

# **B.3 Fittings**

Provide end post caps, line post caps, top rail sleeves, rail ends, line rail clamps, brace bands, tension bands, tension bars, and tie wires that are steel and conform to the requirements of ASTM F626. Tie wires shall be round and 9-gage wire. These components (excluding tie wires) shall be zinc-coated by the hot-dip process as stated in ASTM F626. Provide polymer-coating over zinc-coating on components (excluding tie wires) that conforms to the requirements of ASTM F626. For tie wires, provide polymer-coating on wire that is zinc coated using the same procedure as used for the wires in the fence fabric. End post caps and

line post caps shall fit tightly over posts to prevent moisture intrusion. Supply dome style caps for end posts and loop type caps for line posts. The color of polymer-coating shall conform to the requirements of ASTM F934, and match the color of the other fence components.

# **B.4 Bolts**

All bolts are to be supplied with lock washers and nuts. Use galvanized steel bolts, nuts and washers per plan details.

# **B.5** Tests

# **B.5.1 Fabric and Tie Wire**

Breaking Strength:	ASTM A370
Zinc-Coating Requirements	
Weight of Zinc-Coating:	ASTM A90
Polymer-Coating Requirements	
Thickness of Polymer-Coating:	ASTM F668
Adhesion:	ASTM F668
Accelerated Aging Test:	ASTM F668, D1499
Mandrel Bend Test:	ASTM F668

# B.5.2 Framework

Tensile and Yield Strength:	ASTM E8
Zinc-Coating Requirements	
Weight of Zinc-Coating:	ASTM A90
Polymer-Coating Requirements	
Thickness of Polymer-Coating:	ASTM E376
Adhesion:	ASTM F1043
Accelerated Aging Test:	ASTM F1043, D1499
B.5.3 Fittings	
Zinc-Coating Requirements	
Weight of Zinc-Coating:	ASTM A90
Polymer-Coating Requirements	
Thickness of Polymer-Coating:	ASTM F626
Adhesion:	ASTM F1043 (same test as for framework)
Accelerated Aging Test:	ASTM F1043, D1499 (same test as for framework)

# **B.6 Submittals**

In addition to the engineer, send submittals listed in this section to the name below for informational purposes:

David Nelson WisDOT (Bureau of Structures) 4802 Sheboygan Avenue (Room 601) PO Box 7916 Madison, WI 53707

# **B.6.1 Shop Drawings**

Submit shop drawings showing the details of fence construction. Show the fence height, post spacing, rail location, and all dimensions necessary for the construction of the chain link fence. Label the end posts, line posts, rails, post sleeves, top rail sleeves, bolts and fittings. State the polymer-coating type used on the fabric, framework and fittings and the Class of coating used on the fabric. State the color of polymer-coating to be used on the fence components. For the fabric, state the wire gage, mesh size, and type of selvages used. For the framework, state the size (O.D.) and unit weight for the posts and rails. For the fittings, state the size for top rail sleeves, brace bands, tension bands, tension bars, line rail clamps, size and type of bolts, and the tie wire gage. State the material type used for fabric, framework, and fittings. Also give the breaking strength for the fabric wire and the tensile and yield strength properties for the framework.

#### **B.6.2 Specification Compliance**

Submit certification of compliance with material specifications. Provide material

certification and test documentation for fabric, framework, fittings and hardware that shows that all materials meet or exceed the specifications of this contract and the tests in B5. This document shall provide the name, address and phone number of the manufacturer, and the name of a contact person.

# **C** Construction

#### C.1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and condition of materials is in conformance with these specifications. If polymer-coating is damaged, contractor shall repair or replace components as necessary to the approval of the engineer at no additional cost to the Owner. Carefully store material off the ground to ensure proper ventilation and drainage and to provide protection against damage caused by ground moisture. Handle all polymer-coated material with care.

# C.2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to polymer-coated surfaces, touch-up the finish in conformance with the manufacturer's recommendations. Provide touch-up coating such that repairs are not visible from a distance of 6-feet. If damage is beyond repair, the fencing component shall be replaced at no additional cost to the Owner. The contractor shall provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

# C.3 General

Install the chain link fence according to ASTM F567 and the manufacturer's instructions. The contractor shall provide staff that is thoroughly familiar with the type of construction involved and materials and techniques specified. Chain link fabric shall be installed on the side of the posts indicated on the plans. Fabric shall be attached to the end posts with tension bars and tension bands. It shall be attached to rails, and posts without tension bands, with tie wires. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Install top rail to pass through line post caps and form a continuous brace

between end posts. Minimum length of top rail between splices shall be 20-feet. Splice top rail at joints with sleeves for a rigid connection. Locate splices near ¼ point of post spacing. Heads of bolts shall be on the side of the fence adjacent to pedestrian traffic.

#### **D** Measurement

The department will measure Fence Chain Link Polymer-Coated 4-Ft. by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Fence Chain Link Polymer Coated 4-Ft	LF

Payment is full compensation for fabricating, galvanizing and polymer-coating all fence components, and transporting to jobsite; for erecting components to create a polymer-coated fence system, including any touch-up and repairs.

# 59. Sanitary Sewer Pipe 12-Inch, Item SPV.0090.06.

#### **A** Description

This special provision describes furnishing and installing sanitary sewer mainline as shown in the plans, according to the most recent edition of the Standard Specifications for Sewer & Water Construction in Wisconsin, and as hereinafter provided.

#### **B** Materials

#### B.1 Pipe

Sanitary Sewer pipe shall be limited to the following or Town of Greenville approved equal:

• PVC SDR 35 meeting ASTM D-3034 and F-789/PS46

Pipe shall be of the bell and spigot type. Pipe joints shall be elastomeric seals (rubber gaskets) conforming to ASTM F477 and joint assembly that conforms to ASTM D3212.

# **B.2 Shop Drawings**

Prior to incorporating any materials or products into the work, submit to the engineer product literature and catalog cuts of the materials to be supplied. Submit information in sufficient detail to readily determine if these materials are in conformance with the specifications.

# **C** Construction

#### C.1 Embedment and Backfill

The bedding, haunching and backfill shall meet the requirements of the most recent edition of the Standard Specifications for Sewer & Water Construction in Wisconsin. All trenches shall be compacted to

95% compaction by mechanical methods according to "Standard Specifications for Sewer and Water Construction in Wisconsin" Section 2.6.14 (b). Flushing shall not be used to consolidate trenches.

# C.2 Sanitary Sewer Mainline Testing

All polyvinyl chloride pipe installations shall be tested for deflection by using a mandrel and shall be performed according to ASTM D2321 and without the use of mechanical pulling devices. Deflection may not exceed 5 percent if tested within 30 days of placement of final backfill or 7.5 percent if tested more than 30 days after final backfill is placed. Final backfill must be in place prior to testing. A Town of Greenville representative shall be present during testing.

Sewer pipe will be inspected for alignment by the use of mirrors, flashlights or lamps. Sewer lines shall permit a through view of at least half the pipe diameter between manholes.

If any of the tests are not met, the contractor shall, at his own expense, determine the source of the problem and repair or replace all defective materials.

#### C.3 Maintaining Sanitary Sewer Service

Provide adequate equipment and facilities to provide bypass pumping for all elements of work requiring interruption to flow in the sanitary sewer. The contractor is responsible for damages to private or public property due to sewer backup while controlling sewage flow.

#### C.4 Cleaning

The contractor is responsible to see that manholes and sewer lines are free of dirt, gravel, and debris at all times until final acceptance of the improvements. The Town will notify the contractor of any debris identified, and if the contractor fails to properly clean the debris, the Town will charge the contractor for the cleaning.

#### **D** Measurement

The department will measure Sanitary Sewer Pipe 12-Inch by the linear foot, approved by the Town of Greenville, acceptably completed. The measurement for sanitary mainline is the actual length of pipe and does not include the inside diameter of sanitary manholes

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Sanitary Sewer Pipe 12-Inch	LF

Payment is full compensation for providing all labor and materials, including couplings and other required fittings; for all excavating, except rock excavation; for furnishing and placing pipe bedding and haunching material; for replacing unstable material in the trench bottom; for furnishing, installing, and removing sheeting and shoring; for dewatering; for laying pipe; for furnishing, placing, and compacting backfill; for providing flow control and temporary pumping; for testing; for cleaning out pipes and restoring the worksite.

# 60. Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 53x83-Inch, Item SPV.0090.07.

#### **A** Description

This special provision describes providing and installing culvert pipe.

#### **B** Materials

Furnish pipe conforming to the applicable requirements of standard spec 608.2.

#### **C** Construction

Construct according to the applicable requirements of standard spec 608.3.

#### **D** Measurement

The department will measure Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 53x83-Inch by the linear foot, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.07Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 53x83-InchLFPayment is full compensation according to standard spec 608.5.

61. Pipe Arch Corrugated Steel Aluminum Coated 117x79-Inch, Item SPV.0090.08.

# A Description

This special provision describes providing and installing culvert pipe.

#### **B** Materials

Furnish pipe conforming to the applicable requirements of standard spec 521.2.

Furnish backfill conforming to the applicable requirements of standard spec 608.2.

# **C** Construction

Construct according to the applicable requirements of standard spec 521.3.

#### **D** Measurement

The department will measure Pipe Arch Corrugated Steel Aluminum Coated 117x79-Inch by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	Pipe Arch Corrugated Steel Aluminum Coated 117x79-Inch	LF

Payment is full compensation according to standard spec 521.5.

# 62. Steel Casing Pipe 24-Inch, Item SPV.0090.10.

#### A Description

This special provision describes installing a steel casing pipe by open cutting for the future placement of a water main.

#### **B** Materials

Provide bedding material that meets the requirements of section 8.43 of the most recent edition of the Standard Specifications for Sewer & Water Construction in Wisconsin, and as hereinafter provided.

Provide steel casing pipes meeting the following standards:

- ASTM specification A139 Grade B or AWWA specification C200
- Outside diameter as specified by the contractor
- Not coated or cathodically protected, no hydrostatic testing required
- 0.3750" minimum thickness for 24-inch diameter casing
- Specified minimum yield strength, SMYS, of at least 35,000 psi
- New and unused pipe
- Straight and round pipe
- Beveled ends for butt welding

Provide pre-manufactured synthetic rubber casing end seals with stainless steel bands.

# C Construction

Submit the following documents to the engineer for approval prior to ordering of materials and the start of construction:

- Certificate of compliance for the steel casing pipe.
- Pipe loading calculations for steel casing pipe.

Connect adjacent lengths of steel casing pipe by continuous, circumferential, field butt welding according to AWWA C206. Provide connections that are straight and true, and watertight in the existing groundwater conditions.

## **D** Measurement

The department will measure Steel Casing Pipe 24-Inch, in length by the linear foot, acceptably completed. Measurement will be made on a straight line from one end of the steel casing pipe to the other, measured at the invert.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.139	Steel Casing Pipe 24-Inch	LF

Payment is full compensation for dewatering, excavation, shoring; for installation of the steel casing pipe, for installing end seals on the finished installation; for excavations, backfilling, compaction, disposal of excess materials, restoration of the site, and for protection or replacement of existing structures and utilities.

# 63. Cable Traffic Signal 20-14 AWG, Item SPV.0090.11.

# **A** Description

This special provision describes providing electrical wire and cable according to standard spec 655.

#### **B** Materials

Furnish traffic signal cable according to standard spec 655.2.2.

## **C** Construction

Perform work according to standard spec 655.3.

Append standard spec 655.3(5) with the following:

(5) Verify all wiring routes shown in the plans and coordinate wiring schedule with the Outagamie County Highway Engineer or designee.

#### **D** Measurement

The department will measure Cable Traffic Signal 20-14 AWG by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.11	Cable Traffic Signal 20-14 AWG	LF

Payment is full compensation for providing cable; for making all connections; for providing all connectors, including wire nuts; and for testing the circuits. The department will pay for wiring from the signal head terminal strip to the mounting base under the Cable Traffic Signal bid items appropriate for the conductor number and wire size the plans show.

# 64. Tray Cable for Street Lighting 3 Conductor 12 AWG, Item SPV.0090.12.

#### **A** Description

This section describes furnishing and installing electrical tray cable in electrical conduit for roadway lighting.

# **B** Materials

Furnish conductors conforming to electrical wire, lighting specified in 655.2.6.

Furnish 3 conductor, stranded copper, 600 volt AC, 90 degree Celsius rated wet/dry, PVC jacketed tray cable, of the specified quantity and wire size of conductors. The 3 conductor jacket colors to be black, red and green.

#### C Construction

Install tray cable in electrical conduit as the plans show.

Provide an 18 inch length of cable in each hand-hole for termination. For all wires entering each pull box, provide an extra loop, approximately 6 feet in length, to remain in each pull box. This loop of wire is in addition to the amount needed to reach from the entrance conduit raceway end to the opening in the exiting conduit raceway.

Install cable with conductors in continuous lengths without splices from the cabinet terminal to the transformer base. Do not splice in pull boxes.

Clearly mark and label all circuits according the assignment the plans show.

#### **D** Measurement

The department will measure Tray Cable for Street Lighting 3 Conductor 12 AWG by the linear foot, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.12	Tray Cable for Street Lighting 3 Conductor 12 AWG	LF

Payment for the Tray Cable bid items is full compensation for providing electrical cable with specified conductors; for making all connections; for providing all connectors, including wire nuts, fuses, fuse holders, splices, tape, insulating varnish or sealant; and for testing the circuits.

The department will pay separately for wiring from the underground feeder system to the luminaire under the Electrical Wire Lighting bid item appropriate for the wire size the plans show.

# 65. Water Service 1-Inch, SPV.0090.13; Water Main 6-Inch, Item SPV.0090.14; Water Main 10-Inch, Item SPV.0090.15.

#### **A** Description

This work shall consist of furnishing and installing water service and water main to the requirements of the plans, the most recent edition of the Standard Specifications for Sewer & Water Construction in Wisconsin, and as hereinafter provided.

#### **B** Materials

Prior to incorporating any materials or products into the work, submit to the engineer and water utility representative product literature and catalog cuts of the materials being supplied. Submit sufficient detail to readily determine if these materials are in conformance with the required specifications.

#### **B.1 Polyvinyl Chloride (PVC) Pipe**

Polyvinyl Chloride pipe shall meet the requirements of AWWA C900, DR 18. Pipe shall be furnished with integral elastomeric bell and spigot joints.

#### **B.2 Service Pipe**

Services shall be HDPE SDR 9 and shall conform to ASTM-2737. No joints allowed as service pipe shall be continuous between fittings. In locations where construction staging prevents entire service from being installed in operation, roll up final required length of pipe in trench for use in final connection.

Tracer wire shall conform to the requirements for water main tracer wire.

# **B.3 Insulation Board**

Provide closed cell extruded polystyrene boards at locations indicated in the plan or where directed by the engineer. The insulation boards shall have a minimum dimension of 2 inches thick by 48 inches wide.

# C Construction

Water Main Water shall be constructed and disinfected per the applicable sections of the most recent edition of the Standard Specifications for Sewer & Water Construction in Wisconsin, and as hereinafter provided.

# C.1 Water Shut-Off Notice and Existing Valve Operation

The contractor shall carefully plan his work to avoid contamination and lengthy shutdowns of existing water mains. Contact the water utility a minimum of 7 days in advance to arrange for construction inspection services and to coordinate allowed hours for water main shutdowns. The contractor shall notify the affected property owners and fire department at least 24 hours in advance of any work on the existing water mains. Existing valves shall only be operated by the water utility.

# C.2 Embedment and Backfill

The bedding, cover, and backfill shall meet the requirements of the most recent edition of the Standard Specifications for Sewer & Water Construction in Wisconsin and as shown in the plans. All undesirable material below the trench bottom which cannot adequately support the main shall be replaced with 1-1/2" graded crushed stone meeting the requirements of Section 8.43.7 of the Standard Specifications for Sewer & Water Construction in Wisconsin. The cost of this stone shall be incidental to the water main item. If the native material excavated from the trench is not suitable for backfill material, use Backfill Granular Grade 2 as trench backfill.

# C.3 Tracer Wire

Trace wire shall be installed in conjunction with all PVC or non-conductive water main and services. The cost of tracer wire installation shall be incidental to the water construction. Ground level access locations shall be at fire hydrants, valve boxes, and curb boxes, installed as directed by the water utility. Eighteen inches of extra wire shall be provided at all terminations.

Tracer wire shall be installed continuous to the greatest extent possible with the wire placed along the top of the entire length of the pipe, and taped to the pipe, including hydrant barrels, at intervals not exceeding 10-feet. Splices in the wire shall be held to a minimum. Where splices are necessary, they shall be made with underground rated mechanical wire connectors or by twisting the wires a minimum of 4 times and soldering, then wrapping with two layers of polyethylene tape to 6-inches beyond the stripped wire. Splicing with wire nuts shall not be allowed.

#### **D** Measurement

The department will measure Water Main, (size) and Water Service (size) by the linear foot in place and the quantity measured for payment shall be the number of linear feet, completed and accepted according to the contract, measured along the centerline of the pipe center of junctions and fittings.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:		
ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.13	Water Service 1-Inch	LF
SPV.0090.14	Water Main 6-Inch	LF
SPV.0090.15	Water Main 10-Inch	LF

Payment in full compensation for furnishing all materials; for all excavations, for sheeting and shoring, forming foundations, laying pipe, and making connections to all new or existing facilities; for disinfection; for furnishing all bedding material and replacing unstable material in the trench bottom; for backfilling and compaction, for removing sheeting and shoring, cleanup, and restoring the site of the work.

The department will pay separately for 2-Inch insulation.

# 66. Concrete Curb and Gutter 18-Inch Type D SHES, Item SPV.0090.16; Concrete Curb and Gutter 30-Inch Type D SHES, Item SPV.0090.17; Concrete Curb and Gutter 30-Inch Type A SHES, Item SPV.0090.18.

# **A** Description

This special provision describes constructing curb and gutter using special high early strength concrete at the locations shown on the plans, or as directed by the engineer.

# **B** Materials

Furnish materials for the work conforming to standard spec 416.2.1, 416.2.5, and the pertinent requirements of standard spec 601.2.

# **C** Construction

Construct according to the requirements of standard spec 601.3 and standard detail drawings.

# **D** Measurement

The department will measure Concrete Curb and Gutter (Size) (Type) SHES according to standard spec 601.4

# E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:		
ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.16	Concrete Curb and Gutter 18-Inch Type D SHES	LF
SPV.0090.17	Concrete Curb and Gutter 30-Inch Type D SHES	LF
SPV.0090.18	Concrete Curb and Gutter 30-Inch Type A SHES	LF

Payment is full compensation according to standard spec 601.5.

# 67. Salvage and Reinstall Traffic Signal (CTH CA & CTH CB), Item SPV.0105.01; Salvage and Reinstall Traffic Signal (CTH CA & Casaloma Dr), Item SPV.0105.02; Salvage and Reinstall Traffic Signal (CTH CA & Mall Dr), Item SPV.0105.03.

# **A** Description

This special provision describes removing, salvaging and reinstalling existing traffic signals (by intersection) according to the pertinent provisions of standard spec 204, 655 and 657 and as hereinafter provided. Items included under this bid item include pedestal bases, standards, transformer bases, poles, signal heads, backplates, signal mounting hardware, and signs. This item also includes reinstallation of existing traffic signal equipment and signs as shown on the plans.

#### **B** Materials

The contractor shall supply any incidental materials required to complete the work described in this special provision according to the pertinent sections of standard spec 651.2, 655.2, 657.2, and 658.2. These materials include replacement of any item damaged as a result of the salvage and storage of the traffic signal equipment

## **C** Construction

Notify Outagamie County at least five working days prior to the removal of the traffic signals. The remaining traffic signal equipment is to remain in operation during this removal. Ensure that at least two traffic signal heads are operational in each direction at all times. This may include installation of a temporary signal post as indicated on the plans. At the intersection of CTH CA & Casaloma Drive, temporarily relocate existing traffic signal standard and signals on SB-13 to a temporary base west of PB-13 prior to removing SB-13 and construction SB-20.

Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the department.

Carefully disconnect and remove traffic signal standard and cabling. Remove the standard per plan from the concrete base. Ensure that access doors and all associated hardware remain intact. Store the salvaged traffic signal standard in a safe place for reuse on new concrete base. For poles and signal heads that are not being reused, contact Outagamie County for delivery of salvaged equipment to their facility. Contact Andy Rowell at (920) 968-5756 for delivery instructions.

The underground cable, wires, and conduits not being reused shall become the property of the contractor to be disposed of properly.

Salvage and retain all cables and wiring unless construction activities require reconstruction of an existing section of conduit. When construction activities require reconstruction of an existing section of conduit, pull back underground cabling to be reused to the nearest pullbox. Remove cables and wiring from sections of conduit which are to be removed. Quantities for new cable and wire are included for new relocated bases and sections of conduit only.

Reinstall the salvaged traffic signal standard, on the proposed concrete base. Perform all work according to standard spec 651, 655, 657, and 658.

#### **D** Measurement

The department will measure Salvage and Reinstall Traffic Signal (location) as a single lump sum unit of work for each intersection, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Salvage and Reinstall Traffic Signal (CTH CA & CTH CB)	LS
SPV.0105.02	Salvage and Reinstall Traffic Signal (CTH CA & Casaloma Dr)	LS
SPV.0105.03	Salvage and Reinstall Traffic Signal (CTH CA & Mall Dr)	LS

Payment is full compensation for temporary signal relocations, removing, storing, and for reinstalling existing traffic signal equipment.

# 68. Construction Staking Multi-Use Path and Sidewalk, Item SPV.0105.04.

#### A Description

Perform all survey required to layout and construct all work associated with the multi-use paths, trails and sidewalks included in this contract.

The department may choose to perform quality assurance survey during the project. This quality assurance survey does not relieve the contractor of the responsibility for all survey work required under this contract.

#### B (Vacant)

#### C Construction

Survey required under this item shall be according to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work associated with the multi-use path and sidewalk under this contract.

Set construction stakes or marks at 50-foot intervals, maximum. Set and maintain stakes as necessary to achieve the required accuracy and to support the method of operations. Set additional construction stakes as necessary to establish location and grade of multi-use path and sidewalk, including points of change in alignment grade and at the radius points. Locate stakes to within 0.02 feet horizontally and establish elevations to within 0.01 feet vertically.

#### **D** Measurement

The department will measure Construction Staking Multi-Use Path and Sidewalk as a single lump sum 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.0105.04	Construction Staking Multi-Use Path and Sidewalk	LS

Payment is full compensation for performing all survey work required to layout and construct all work associated with the multi-use paths, trails and sidewalks under this contract.

The department will pay separately for slope staking.

# 69. West Underground Detention System, Item SPV.0105.05; East Underground Detention System, Item SPV.0105.06.

## A Description

This special provision describes providing an aluminized corrugated steel underground detention system as shown on the plans and as hereinafter provided.

## **B** Materials

# **B.1 Culvert Pipe**

Furnish corrugated steel pipe as follows:

- (1) Aluminum coated corrugated steel culvert pipe conforming to AASHTO M36 and ASTM A760. Fabricate from type 2 aluminum coated sheet steel conforming to AASHTO M274 and ASTM A929. The pipe shall be fabricated from steel coils that have been hot-dip coated in a bath of commercially pure aluminum with less than 0.35% silicon. Mainline pipe shall be 14 gauge. 5 x 1 helical corrugation pipe shall be used with a continuous lock-seam. All corrugated metal pipe to be rerolled to have annular corrugations of 2 2/3" x ½".
- (2) All fittings for the pipe, including tees, stubs, bends, risers, bulkheads, and reinforcement shall be manufactured according to ASTM A998.
- (3) Joints shall be a minimum of 24" wide Hugger type connecting bands or fully corrugated bands shall be provided. A minimum 12" wide and 3/8" thick neoprene gasket to be placed over pipe joints and 4 – 7/16" rods and lugs over connecting band.
- (4) Risers and stubs shall have 2 2/3" x ½" corrugations and be 16 gauge. Band material and gage to be same as riser material.
- (5) Neoprene gasket at pipe joints shall be open cell meeting ASTM D1056. Gasket shall be 3/8" thick and 24" wide.

# B.2 Backfill

#### **B.2.1 General**

- (1) Submit daily quantities for bedding and backfill material requiring department testing to the engineer.
- (2) Determine quantities at the point of placement by collecting truck tickets as the material is placed or by another engineer-approved method.
- (3) Ensure there is adequate moisture in backfill during placing, shaping, and compacting to prevent segregation and achieve adequate compaction.

#### **B.2.2 Foundation Backfill**

Provide materials conforming to standard spec 608.2.2.2.

#### B.2.3 Trench Backfill

Provide materials conforming to standard spec 608.2.2.3.

#### **B.2.4 Manhole Cap Detail**

- (1) Design according to AASHTO, 17<sup>th</sup> Edition and ACI 350. Design Load HS25.
- (2) Provide concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716.
- (3) Provide reinforcement conforming to ASTM A615, Grade 60. Reinforcement shall be epoxy coated and conform to standard spec 505.

# **C** Construction

Conform to standard spec 520.3 and 521.3.

Supplement standard spec 520.3.1 with the following:

- (6) Installation shall be according to the AASHTO Standard Specification for Highway Bridges, Section 26, Division II or ASTM A798 and in conformance with the project plans and specifications.
- (7) The backfill shall be carefully compacted under the haunches. Place backfill equally on both sides of the pipe in 8 inch compacted lifts. Each lift shall be compacted to 90% Standard Proctor density per AASHTO T99.
- (8) System risers shall be constructed so loads do not bear down directly onto the steel riser structure. Riser joints to be assembled per AASHTO Bridge Construction Specification Sec 26.4.2.4.
- (9) Handle and assemble system according to recommendations of the National Corrugated Steel Pipe Association (NCSPA).

# Replace standard spec 520.3.2.1(3) and (4) with the following:

- (3) Minimum trench width must allow for proper compaction of haunch material under the pipe. Haunch zone material shall be hand shoveled or shovel sliced into place to allow for proper compaction. The minimum trench width shall be 1 ½\*D + 12 inches. If the height of the proposed embankment or earth cover above the top of the pipe exceeds 6 feet, excavate the trench below the top of the pipe as vertical as possible.
- (4) Minimum embankment width for the initial fill envelope shall be  $1 \frac{1}{2}$ \*D +12 inches.

# Replace standard spec 520.3.4.1(2) with the following:

(2) Minimum initial cover over pipe shall be 12 inches. For temporary construction vehicle loads to walk over or travel near the system the minimum cover over the pipe shall be 3 feet for 18-75 kips loads and 3.5 feet and 4 feet for 75-110 kips and 110-150 kips loads respectively. Do not walk, travel across, or work near the completed system until minimum cover is established.

# D Measurement

The department will measure Underground Detention System as a single lump sum unit for each system, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.05.	West Underground Detention System	LS
SPV.0105.06	East Underground Detention System	LS

Payment is full compensation for providing detention system; for excavating, constructing the foundation; for providing, placing, and compacting the bedding and backfill; for associated dewatering and maintaining drainage; for providing and removing sheeting and shoring; for water for compaction; for providing and placing manhole cap; for cleaning out; for disposing of unused materials; for restoring the work site.

# 70. Video Vehicle Detection System (CTH CA and Casaloma Drive), Item SPV.0105.07; Video Vehicle Detection System (CTH CA and Mall Drive), Item SPV.0105.08.

# A Description

Work under this item shall consist of furnishing and installing video vehicle detection for one leg at each intersection as shown in the plans and as hereinafter provided.

# **B** Materials

Furnish Iteris VersiCam video motion and presence sensor system.

Furnish Versicam Cable, 3 PR 19 gauge solid IMSA 40-2, outdoor rated cable for sensor power and communications, including all necessary hardware, fasteners and wiring connectors.

# **C** Construction

Review manufacturer's instructions before installation. Install sensor at the locations shown on the plans (final location on the pole or arm will be determined by the Outagamie County Highway Engineer to ensure best light on sight, review 3 days prior to install). Install sensor cable continuously (without cut or terminations) from the traffic signal cabinet to the sensor. Leave approximately 10-feet of cable length in each pull box and cabinet. Install the RJ-45 connectors and sensor units per the manufacturer's instructions.

A representative of the manufacturer shall make all necessary connections in the cabinet and configure the sensor and processor cards. Configure the detection zones as shown in the plans. Contact Outagamie County for preferred settings and review the zone assignments. A screen shot of the final configuration and a configuration file for each sensor shall be provided to the County for documentation.

# **D** Measurement

The department will measure Video Vehicle Detection System (location) as a single lump sum unit of work, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.07	Video Vehicle Detection System (CTH CA and Casaloma Drive)	LS
SPV.0105.08	Video Vehicle Detection System (CTH CA and Mall Drive)	LS

Payment is full compensation for furnishing and installing video detection system sensor and cards, sensor cable, including all necessary hardware, fasteners and wiring connectors.

# 71. Landscape Wall – Mayflower Drive Northeast (South), Item SPV.0105.10; Landscape Wall – Mayflower Drive Northeast (North), Item SPV.0105.11; Landscape Wall – McCarthy Road Southwest, Item SPV.0105.12; Landscape Wall – McCarthy Road Northeast (South), Item SPV.0105.12; Landscape Wall – McCarthy Road Northeast (North), Item SPV.0105.13.

#### **A** Description

This Special Provision describes furnishing and installing Landscape Walls at the locations shown on the plans.

#### **B** Materials

#### **B.1 Limestone Wall Units**

Type: Native Wisconsin dolomitic limestone, Type III (High Density).

Color: Naturally selected from standard range of gray to buff to tan with accents of gray, gold and light brown.

Finish: Natural quarried and snapped.

Unit Size: 6" Height, 10" Depth, 6"-42" Length.

#### **B.2 Dense-Graded Base**

Furnish dense-graded aggregate base according to standard spec 305.

#### **B.3 Open-Graded Base**

Furnish open-graded aggregate base according to standard spec 310.

#### **B.4 Underdrains**

Furnish underdrain pipe according to standard spec 612.

## **B.5 Geotextile Fabrics**

Furnish geotextile fabrics according to standard spec 645.

## **C** Construction

# C.1 Limestone Material Requirements

Limestone supplier/fabricator must be able to fabricate and finish in house. Must have completed a minimum of five projects of similar size and scope within the last three years.

Limestone wall installer must be located within 2 hour's normal drive time from project site and must have completed a minimum of five projects of similar size and scope within the last three years.

Limestone must be tested by a laboratory certified by the State of Wisconsin for the following Standard Methods of Testing Dimensional Stone: modulus of rupture (ASTM C99) for wet and dry condition; compressive strength (ASTM C-170) for wet and dry conditions; and absorption (ASTM C-97). Test results shall demonstrate that the stone meets the requirements outlined in this Section and is suitable for custom-fabricated landscape pieces for vertical and horizontal installations in exterior environments with exposure to weathering and moving water.

All limestone used on the project shall conform to the following minimum material standards and specifications:

- Comply with ASTM C 568/C568 M. Stone must meet or exceed requirements set forth for the classifications listed in this Section.
- Type III (High Density) Classification.
- Dolomitic Limestone, sound, horizontally bedded in naturally occurring layers.

All limestone to be supplied and custom finished/fabricated by a single supplier.

# C.2 Submittal Review

Prior to ordering the limestone wall units, furnish testing data and three photographs of the limestone wall units with scale measurement in the photograph, confirming the size, shape, color, and type requirements are met. Obtain approval of limestone wall units by the engineer before ordering or delivery to the project site.

# C.3 Landscape Wall Preparation and Placement

Examine areas and conditions before installation of landscape walls. Notify engineer of any unsatisfactory conditions or existing conditions which would affect the quality of the work. Proceed with installation only after any unsatisfactory conditions have been corrected.

Place and compact dense-graded base material to 95 percent maximum dry unit weight per ASTM D 698. Wrap all sides and ends in Type HR geotextile fabric.

Perform at least one in-place field compaction test per wall. Perform testing after each lift is compacted.

Place first two courses of limestone wall units for full length of wall. Place units in firm contact with each other, property aligned, and level. Bury wall units full depth for the first two courses.

Continue placing additional stone courses in firm contact with one another to achieve heights indicated in the plans. Landscape walls shall be constructed at a slope (batter) no steeper than indicated on the plans. Prior to placing limestone wall units, place a Type DF geotextile wrapped layer of open-graded base behind the wall. A 4-inch diameter perforated drain tile covered with Type DF filter fabric shall be installed at the bottom of the open-graded base fill and run parallel to the wall, tying into the storm system.

Place, spread, and compact open-graded base in uniform lifts for full width and length of embankment as wall is laid. Begin at back of wall and place and spread aggregate toward embankment.

Use only hand-operated compaction equipment within 48 inches of the wall.

Compact open-graded base and soil backfill to 95 percent maximum dry weight per ASTM D 698.

Finish the open-graded base and Type DF geotextile fabric 6" below the top course of the wall, wrap the geotextile fabric over the top and pin in-place.

Limestone wall units shall be placed for maximum stability. Cracked or crumbling units shall not be used.

Single vertical faces of wall(s) shall not be higher than 4 feet.

Coordinate all work with adjacent pavements and landscape and with all other contractors working on the site.

## **D** Measurement

The department will measure each Landscape Wall as a lump sum item, 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.0105.10	Landscape Wall - Mayflower Drive Northeast (South)	LS
SPV.0105.11	Landscape Wall - Mayflower Drive Northeast (North)	LS
SPV.0105.12	Landscape Wall - McCarthy Road Southwest	LS
SPV.0105.13	Landscape Wall - McCarthy Road Northeast (South)	LS
SPV.0105.14	Landscape Wall - McCarthy Road Northeast (North)	LS

Payment is full compensation for excavating, site preparation, and disposing of surplus materials; and for furnishing and installing all materials.

# 72. Concrete Median Sloped Nose SHES, Item SPV.0165.01.

## A Description

This special provision describes constructing concrete median sloped nose using special high early strength concrete at the locations shown on the plans, or as directed by the engineer.

## **B** Materials

Furnish materials for the work conforming to standard spec 416.2.1, 416.2.5, and the pertinent requirements of standard spec 620.2.

## **C** Construction

Construct according to the requirements of standard spec 620.3

## **D** Measurement

The department will measure Concrete Median Sloped Nose SHES according to standard spec 620.4.

## 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	Concrete Median Sloped Nose SHES.	SF	

Payment is full compensation according to standard spec 620.5.

## 73. 2-Inch Insulation, Item SPV.0180.01.

## **A** Description

This special provision describes providing insulation board.

## **B** Materials

Furnish materials conforming to Chapter 8.50.2 of the Standard Specifications for Sewer and Water Construction in Wisconsin (latest edition).

## **C** Construction

Perform all construction conforming to Chapter 4.17.2(a) of the Standard Specifications for Sewer and Water Construction in Wisconsin (latest edition).

## **D** Measurement

The department will measure 2-Inch Insulation by the square yard, acceptably completed.

# E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:ITEM NUMBERDESCRIPTIONUNITSPV.0180.012-Inch InsulationSYner-900-035 (20171213)SY

## 74. Concrete Pavement SHES 8-Inch, Item SPV.0180.02.

## **A** Description

This special provision describes constructing concrete pavement using special high early strength concrete at the locations shown on the plans, or as directed by the engineer.

## **B** Materials

Furnish materials for the work conforming to standard spec 416.2.1, 416.2.5, and the pertinent requirements of standard spec 415.2.

## **C** Construction

Construct according to the requirements of standard spec 415.3

## **D** Measurement

The department will measure Concrete Pavement SHES 8-Inch according to standard spec 415.4.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Concrete Pavement SHES 8-Inch.	SY

Payment is full compensation according to standard spec 415.5.

## 75. Sanitary Manhole, Item SPV.0200.01.

## A Description

This special provision describes furnishing and installing sanitary sewer manholes as shown in the plans, the most recent edition of the Standard Specifications for Sewer & Water Construction in Wisconsin, and hereinafter provided.

#### **B** Materials

## **B.1 Precast Manhole Sections**

Precast concrete manhole sections shall have a minimum inside diameter of 48 inches. Clear opening shall match dimensions of castings. Manholes shall have an integral base with precast inverts. The inverts shall be epoxy lined. No horizontal surfaces shall be left on the inside of the manhole. The bench shall be shaped to drain into the floor channel.

Compressive strength of the concrete shall be 4000 psi and shall conform to ASTM C-478. Manholes shall have-lock lift inserts in lieu of open lift holes.

## **B.2 Steps**

Steps shall be Neenah Foundry R-1080-C. Steps shall be set at 16 inches on center and have a 5-3/4 inch projection from the wall.

## **B.3 Manhole Joint Materials**

Sanitary sewer manhole joint materials shall conform to ASTM C-443 or be Kent Seal. Kent Seal butyl rubber sealant shall be 1-1/4" wide between barrel sections.

## **B.4 Chimney Seals**

Chimney seals shall be Cretex Classic Internal Chimney Seal as manufactured by Cretex Specialty Products.

## **B.5 Waterstop Seals**

Waterstop seals shall be flexible, watertight, rubber wedge ring or O-ring compression seals for pipe entrance holes. Wedge ring type shall be Press-Wedge II by Press-Seal Gasket Corporation, PSX Boot by Press Seal Gasket Corporation, pipe to manhole connector by KOR-N-SEAL or equal. O-ring type shall have cast iron compression flange, Res-Seal by Scales Manufacturing Corporation or equal.

## **B.6 Adjustment Rings**

The manholes shall be built so that a minimum of 2 inches and a maximum of 10 inches of rings may be installed for adjustment.

## **B.7 Shop Drawings**

Prior to incorporating any materials or products into the work, submit to the engineer product literature and catalog cuts of the materials to be supplied. Submit information in sufficient detail to readily determine if these materials are in conformance with the specifications.

## C Construction

## C.1 General

Excavate and backfill according to the pertinent requirements of standard spec 611.3

All sanitary sewer pipe entering or leaving the structure shall be fitted with rubber waterstop seals where they pass through the manhole wall.

## C.2 Cleaning

The contractor is responsible to see that manholes and sewer lines are free of dirt, gravel, and debris at all times until final acceptance of the improvements. The Town will notify the contractor of any debris identified, and if the contractor fails to properly clean the debris, the Town will charge the contractor for the cleaning.

#### **D** Measurement

The department will measure Sanitary Manhole by the vertical foot, approved by the Town of Greenville, acceptably completed, and shall be measured from the invert of the outflowing pipe to the top of the structure (top of frame minus the frame height).

## **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.01	Sanitary Manhole	VF

Payment is full compensation for providing all labor and materials, including precast concrete manhole sections, base, cone, steps, waterstop seals, and couplings; for all excavating except rock excavation; for forming foundation; for replacing unstable material in the trench bottom; for sheeting and shoring; for dewatering; for providing backfill and bedding material and backfilling and compacting; for removing sheeting and shoring; for cleaning out the manhole and adjoining pipes and restoring the worksite.

# ADDITIONAL SPECIAL PROVISION 1 (ASP 1) FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including "pipeline" activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

*TrANS* is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor's needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

# I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

<u>Eligibility and Duration</u>: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>10</u> (*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 6 (*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

- (1) The department will have up to 28 calendar days, from the contractor's submission of the claim, to perform a final review of the claim and conduct all meetings. The department may request, in writing, that the contractor submit additional information related to the claim. Submit that additional information, or notify the department in writing to base its decision on the information previously submitted. Either the contractor or region may request a meeting to present their views. Before the meeting, both parties will agree upon written ground rules for the meeting.
- <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.

TABLE 400-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS								
	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 $65/\_$ $75/60$ $98/90$ $5/\_$ $5(5:1 ratio)$ $(5:1 ratio)$ $40^{[1]}$ $43^{[1]}$ $45$ $40$ $40^{[2]}$ $45$ $40$ $40^{[2]}$ $45$ $40$ $40^{[2]}$ $45$ $40$ $40^{[2]}$ $45$ $40$ $40^{[2]}$ $45$ $<=1\%$ $<=1\%$ $<=1\%$ $<=4$ $<=4$ $<=4$ $6$ $7$ $8$ $40$ $75$ $100$ $60$ $115$ $160$ $4.0$ $4.0$ $96.0$ $(96.0)$ $(96.0)$ $(96.0)$ $<=91.5^{[3]}$ $<=89.0^{[3]}$ $<=89.0$ $<=98.0$ $<=98.0$ $<=98.0$ $<=98.0$ $<=98.0$ $<=98.0$ $0.6 - 1.2^{[5]}$ $0.6 - 1.2^{[5]}$ $0.6 - 1.2^{[5]}$ $68 - 80^{[6][8]}$ $65 - 75^{[6][7][9]}$ $65 - 75^{[6][7][9]}$ $0.75$ 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.

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

<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:

(i) campie and test agg. gates ist consists describing to the remember.	
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), GRE	EN, JEFFERSON	, LAFAYETTE,
RACINE (Burlington Township), ROO	CK AND WALWOR	TH 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	.\$ 23.18	32% + 5.00
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"

### 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 Itoms
FIUDUSai	Scheuule	or items

Page 1 of 21

Proposal ID: 2020011	4014 <b>Project(s):</b> 4657-25-03	
	Federal ID(s): WISC 2019806	
<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
0002	201.0105 Clearing	3.000 STA		
0004	201.0120 Clearing	8.000 ID		·
0006	201.0205 Grubbing	3.000 STA		·
0008	201.0220 Grubbing	8.000 ID		
0010	203.0100 Removing Small Pipe Culverts	17.000 EACH		·
0012	203.0200 Removing Old Structure (station) 01. 266'EB'+50, 78"x102" CMP	LS	LUMP SUM	·
0014	203.0200 Removing Old Structure (station) 02. 605'NBMF'+00, 60"x82" CMP	LS	LUMP SUM	·
0016	204.0100 Removing Pavement	3,710.000 SY	. <u></u>	
0018	204.0150 Removing Curb & Gutter	6,272.000 LF		
0020	204.0155 Removing Concrete Sidewalk	400.000 SY	. <u></u>	
0022	204.0175 Removing Concrete Slope Paving	14.000 SY		. <u></u>
0024	204.0190 Removing Surface Drains	3.000 EACH	. <u></u>	
0026	204.0195 Removing Concrete Bases	6.000 EACH		
0028	204.0210 Removing Manholes	2.000 EACH	. <u> </u>	
0030	204.0220 Removing Inlets	20.000 EACH	. <u></u>	
0032	204.0245 Removing Storm Sewer (size) 01. 12- Inch to 15-Inch	675.000 LF	·	



Proposal Schedule of Items		Page 2 of 21
Proposal ID: 202001	14014 Project(s): 4657-25-03	
	Federal ID(s): WISC 2019806	
<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
0034	204.0245 Removing Storm Sewer (size) 02. 24- Inch to 36-Inch	335.000 LF	. <u></u>	
0036	204.0250 Abandoning Manholes	8.000 EACH		
0038	204.0280 Sealing Pipes	2.000 EACH		. <u></u>
0040	204.0291.S Abandoning Sewer	81.000 CY		. <u></u>
0042	204.9060.S Removing (item description) 01. Apron Endwall for Underdrain Reinforced Concrete	2.000 EACH		
0044	204.9060.S Removing (item description) 02. Removing Fire Hydrant	1.000 EACH		. <u> </u>
0046	204.9060.S Removing (item description) 03. Removing Water Valve and Box	2.000 EACH	<u>,</u>	·
0048	204.9090.S Removing (item description) 01. Underdrain 6-Inch	1,705.000 LF		·
0050	204.9090.S Removing (item description) 02. Removing Sanitary Sewer 12 to 15-Inch	22.000 LF	. <u></u>	
0052	204.9090.S Removing (item description) 03. Removing Water Main	60.000 LF	. <u> </u>	
0054	205.0100 Excavation Common	71,270.000 CY		
0056	209.0200.S Backfill Controlled Low Strength	25.000 CY		
0058	213.0100 Finishing Roadway (project) 01. 4657- 25-03	1.000 EACH		
0060	305.0110 Base Aggregate Dense 3/4-Inch	1,120.000 TON		



	Proposal Schedule of Items	Page 3 of 21
Proposal ID: 202001	14014 <b>Project(s):</b> 4657-25-03	
	Federal ID(s): WISC 2019806	
<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	305.0120 Base Aggregate Dense 1 1/4-Inch	42,690.000 TON	·	
0064	310.0115 Base Aggregate Open-Graded	11.600 CY		
0066	311.0110 Breaker Run	76,660.000 TON		
0068	405.0100 Coloring Concrete WisDOT Red	512.000 CY		
0070	415.0080 Concrete Pavement 8-Inch	61,220.000 SY		
0072	415.0085 Concrete Pavement 8 1/2-Inch	4,470.000 SY		
0074	415.4100 Concrete Pavement Joint Filling	76,990.000 SY		
0076	415.5110.S Concrete Pavement Joint Layout	1.000 LS		
0078	416.0160 Concrete Driveway 6-Inch	40.000 SY		
0080	416.0180 Concrete Driveway 8-Inch	250.000 SY		
0082	416.0512 Concrete Truck Apron 12-Inch	780.000 SY		
0084	416.0610 Drilled Tie Bars	128.000 EACH		
0086	416.0620 Drilled Dowel Bars	96.000 EACH		
0088	416.1010 Concrete Surface Drains	3.000 CY		
0090	455.0605 Tack Coat	280.000 GAL		
0092	460.2000 Incentive Density HMA Pavement	1,300.000 DOL	1.00000	1,300.00
0094	460.5223 HMA Pavement 3 LT 58-28 S	890.000 TON		



# Proposal Schedule of Items Page 4 of 21 Proposal ID: 20200114014 Project(s): 4657-25-03 Federal ID(s): WISC 2019806 SECTION: 0001 Contract Items Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	460.5224 HMA Pavement 4 LT 58-28 S	1,100.000 TON		
0098	465.0105 Asphaltic Surface	1,887.000 TON		
0100	465.0120 Asphaltic Surface Driveways and Field Entrances	37.000 TON		
0102	465.0125 Asphaltic Surface Temporary	100.000 TON		
0104	520.2012 Culvert Pipe Temporary 12-Inch	70.000 LF		
0106	520.8000 Concrete Collars for Pipe	5.000 EACH	. <u></u>	
0108	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	16.000 EACH		
0110	521.1030 Apron Endwalls for Culvert Pipe Steel 30-Inch	1.000 EACH		
0112	521.1217 Apron Endwalls for Pipe Arch Steel 17x13-Inch	6.000 EACH		
0114	521.3112 Culvert Pipe Corrugated Steel 12-Inch	210.000 LF		
0116	521.3717 Pipe Arch Corrugated Steel 17x13-Inch	72.000 LF		
0118	521.6124 Culvert Pipe Corrugated Steel Aluminum Coated 24-Inch	20.000 LF		
0120	521.6130 Culvert Pipe Corrugated Steel Aluminum Coated 30-Inch	9.000 LF	·	
0122	521.6136 Culvert Pipe Corrugated Steel Aluminum Coated 36-Inch	11.000 LF	·	
0124	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	11.000 EACH		



Proposal Schedule of Items		Page 5 of 21
Proposal ID: 202001	14014 <b>Project(s):</b> 4657-25-03	
	Federal ID(s): WISC 2019806	
<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
0126	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	3.000 EACH		·
0128	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	·	·
0130	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	4.000 EACH	·	·
0132	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH		·
0134	522.2329 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45- Inch	172.000 LF		. <u></u>
0136	522.2429 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45- Inch	192.000 LF		·
0138	522.2629 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	4.000 EACH		·
0140	522.2653 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 53x83-Inch	12.000 EACH		. <u></u>
0142	524.0630 Apron Endwalls for Culvert Pipe Salvaged 30-Inch	1.000 EACH	. <u></u>	
0144	601.0405 Concrete Curb & Gutter 18-Inch Type A	560.000 LF		
0146	601.0409 Concrete Curb & Gutter 30-Inch Type A	5,880.000 LF		
0148	601.0411 Concrete Curb & Gutter 30-Inch Type D	2,026.000 LF		
0150	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	26,630.000 LF	·	



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	Federal ID(s): WISC 2019806	
<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
0152	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	100.000 LF		;
0154	601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R	720.000 LF		·
0156	601.0600 Concrete Curb Pedestrian	510.000 LF		
0158	602.0405 Concrete Sidewalk 4-Inch	47,210.000 SF		
0160	602.0410 Concrete Sidewalk 5-Inch	16,500.000 SF		
0162	602.0415 Concrete Sidewalk 6-Inch	5,440.000 SF		
0164	602.0515 Curb Ramp Detectable Warning Field Natural Patina	760.000 SF		;
0166	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	285.000 SF	·	;
0168	606.0100 Riprap Light	8.000 CY		
0170	606.0200 Riprap Medium	487.000 CY		
0172	606.0300 Riprap Heavy	290.000 CY		
0174	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	20.000 LF	·	;
0176	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	170.000 LF		;
0178	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	541.000 LF		;
0180	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	48.000 LF		<u>.</u>



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	Federal ID(s): WISC 2019806	
<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
0182	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	215.000 LF		
0184	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	3,063.000 LF		
0186	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	283.000 LF	. <u> </u>	
0188	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	133.000 LF		
0190	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	94.000 LF		
0192	608.3612 Storm Sewer Pipe Class III-B 12-Inch	639.000 LF	·	
0194	608.3615 Storm Sewer Pipe Class III-B 15-Inch	333.000 LF		
0196	608.3618 Storm Sewer Pipe Class III-B 18-Inch	1,125.000 LF		
0198	608.3624 Storm Sewer Pipe Class III-B 24-Inch	673.000 LF		
0200	608.3630 Storm Sewer Pipe Class III-B 30-Inch	1,621.000 LF		
0202	608.3636 Storm Sewer Pipe Class III-B 36-Inch	1,598.000 LF		
0204	611.0420 Reconstructing Manholes	2.000 EACH		
0206	611.0530 Manhole Covers Type J	33.000 EACH		
0208	611.0545 Manhole Covers Type L	2.000 EACH		
0210	611.0624 Inlet Covers Type H	31.000 EACH	·	



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Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	611.0627 Inlet Covers Type HM	78.000 EACH	·	
0214	611.0636 Inlet Covers Type HM-S	6.000 EACH	. <u></u>	. <u> </u>
0216	611.0639 Inlet Covers Type H-S	16.000 EACH		
0218	611.0642 Inlet Covers Type MS	1.000 EACH		
0220	611.0652 Inlet Covers Type T	6.000 EACH		
0222	611.2004 Manholes 4-FT Diameter	5.000 EACH		
0224	611.2005 Manholes 5-FT Diameter	13.000 EACH		
0226	611.2006 Manholes 6-FT Diameter	8.000 EACH		
0228	611.2008 Manholes 8-FT Diameter	2.000 EACH		
0230	611.3004 Inlets 4-FT Diameter	3.000 EACH		
0232	611.3230 Inlets 2x3-FT	126.000 EACH		. <u></u>
0234	611.3901 Inlets Median 1 Grate	1.000 EACH		. <u></u>
0236	611.8120.S Cover Plates Temporary	2.000 EACH		. <u></u>
0238	611.9800.S Pipe Grates	5.000 EACH		
0240	612.0106 Pipe Underdrain 6-Inch	385.000 LF		
0242	612.0206 Pipe Underdrain Unperforated 6-Inch	222.000 LF	. <u> </u>	
0244	612.0212 Pipe Underdrain Unperforated 12-Inch	15.000 LF	. <u> </u>	



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<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
0246	612.0215 Pipe Underdrain Unperforated 15-Inch	11.000 LF		i
0248	614.2300 MGS Guardrail 3	75.000 LF		
0250	614.2610 MGS Guardrail Terminal EAT	2.000 EACH		
0252	614.2620 MGS Guardrail Terminal Type 2	2.000 EACH		
0254	618.0100 Maintenance And Repair of Haul Roads (project) 01. 4657-25-03	1.000 EACH	·	;
0256	619.1000 Mobilization	1.000 EACH		i
0258	620.0300 Concrete Median Sloped Nose	1,410.000 SF		·
0260	624.0100 Water	263.000 MGAL		. <u></u>
0262	625.0500 Salvaged Topsoil	75,440.000 SY		. <u></u> .
0264	628.1504 Silt Fence	16,870.000 LF		
0266	628.1520 Silt Fence Maintenance	16,870.000 LF		. <u></u> .
0268	628.1905 Mobilizations Erosion Control	4.000 EACH		
0270	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH		
0272	628.2002 Erosion Mat Class I Type A	1,470.000 SY		
0274	628.2004 Erosion Mat Class I Type B	1,190.000 SY		
0276	628.2006 Erosion Mat Urban Class I Type A	71,080.000 SY	. <u> </u>	



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0278	628.2027 Erosion Mat Class II Type C	1,550.000 SY		
0280	628.7005 Inlet Protection Type A	3.000 EACH		
0282	628.7015 Inlet Protection Type C	129.000 EACH		
0284	628.7020 Inlet Protection Type D	38.000 EACH		
0286	628.7504 Temporary Ditch Checks	230.000 LF		
0288	628.7555 Culvert Pipe Checks	125.000 EACH	. <u> </u>	
0290	628.7560 Tracking Pads	5.000 EACH		
0292	628.7570 Rock Bags	420.000 EACH		
0294	629.0210 Fertilizer Type B	47.530 CWT		
0296	630.0110 Seeding Mixture No. 10	536.000 LB		
0298	630.0130 Seeding Mixture No. 30	729.000 LB		
0300	630.0140 Seeding Mixture No. 40	65.000 LB		
0302	630.0160 Seeding Mixture No. 60	147.000 LB		. <u></u>
0304	630.0200 Seeding Temporary	1,018.000 LB		
0306	630.0500 Seed Water	39.400 MGAL		
0308	633.5200 Markers Culvert End	35.000 EACH	. <u></u>	
0310	634.0614 Posts Wood 4x6-Inch X 14-FT	14.000 EACH		



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SECTION: 0001 Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0312	634.0616 Posts Wood 4x6-Inch X 16-FT	102.000 EACH		
0314	634.0618 Posts Wood 4x6-Inch X 18-FT	5.000 EACH		
0316	637.2210 Signs Type II Reflective H	784.960 SF		
0318	637.2230 Signs Type II Reflective F	173.750 SF		
0320	638.2102 Moving Signs Type II	8.000 EACH		
0322	638.2602 Removing Signs Type II	73.000 EACH		
0324	638.3000 Removing Small Sign Supports	62.000 EACH	. <u></u>	
0326	641.8100 Overhead Sign Support (structure) 01. S- 44-0246	LS	LUMP SUM	<u>.</u>
0328	642.5401 Field Office Type D	1.000 EACH		
0330	643.0300 Traffic Control Drums	22,104.000 DAY		
0332	643.0420 Traffic Control Barricades Type III	8,453.000 DAY		
0334	643.0500 Traffic Control Flexible Tubular Marker Posts	29.000 EACH		·
0336	643.0600 Traffic Control Flexible Tubular Marker Bases	29.000 EACH		·
0338	643.0705 Traffic Control Warning Lights Type A	16,905.000 DAY		
0340	643.0715 Traffic Control Warning Lights Type C	3,575.000 DAY	. <u></u>	
0342	643.0800 Traffic Control Arrow Boards	112.000 DAY		·

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0344	643.0900 Traffic Control Signs	28,741.000 DAY		;
0346	643.0910 Traffic Control Covering Signs Type I	12.000 EACH		;
0348	643.0920 Traffic Control Covering Signs Type II	20.000 EACH		
0350	643.1000 Traffic Control Signs Fixed Message	306.500 SF		;
0352	643.1050 Traffic Control Signs PCMS	39.000 DAY		;
0354	643.5000 Traffic Control	1.000 EACH		;
0356	644.1410 Temporary Pedestrian Surface Asphalt	90.000 SF		
0358	644.1601 Temporary Pedestrian Curb Ramp	28.000 DAY		
0360	644.1810 Temporary Pedestrian Barricade	465.000 LF		
0362	645.0111 Geotextile Type DF Schedule A	231.000 SY		
0364	645.0120 Geotextile Type HR	1,227.000 SY		
0366	645.0130 Geotextile Type R	44.000 SY		
0368	646.1020 Marking Line Epoxy 4-Inch	2,981.000 LF		
0370	646.1040 Marking Line Grooved Wet Ref Epoxy 4- Inch	29,418.000 LF	. <u> </u>	;
0372	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	3,445.000 LF	;	
0374	646.3020 Marking Line Epoxy 8-Inch	237.000 LF		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0376	646.3040 Marking Line Grooved Wet Ref Epoxy 8- Inch	833.000 LF	·	·
0378	646.3555 Marking Line Grooved Contrast Permanent Tape 8-Inch	5,300.000 LF		;
0380	646.5020 Marking Arrow Epoxy	8.000 EACH		
0382	646.6120 Marking Stop Line Epoxy 18-Inch	75.000 LF		
0384	646.7120 Marking Diagonal Epoxy 12-Inch	63.000 LF		
0386	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	85.000 LF		·
0388	646.8120 Marking Curb Epoxy	40.000 LF		
0390	646.8220 Marking Island Nose Epoxy	8.000 EACH		
0392	646.9000 Marking Removal Line 4-Inch	845.000 LF	. <u></u>	
0394	646.9100 Marking Removal Line 8-Inch	91.000 LF	. <u></u>	. <u></u>
0396	646.9200 Marking Removal Line Wide	138.000 LF	. <u></u>	
0398	646.9300 Marking Removal Special Marking	5.000 EACH	. <u></u>	. <u></u>
0400	649.0105 Temporary Marking Line Paint 4-Inch	1,940.000 LF	. <u></u>	
0402	649.0150 Temporary Marking Line Removable Tape 4-Inch	890.000 LF		;
0404	649.0250 Temporary Marking Line Removable Tape 8-Inch	857.000 LF		;



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0406	650.4000 Construction Staking Storm Sewer	185.000 EACH		
0408	650.4500 Construction Staking Subgrade	16,409.000 LF		
0410	650.5000 Construction Staking Base	1,218.000 LF		
0412	650.5500 Construction Staking Curb Gutter and Curb & Gutter	2,280.000 LF	;	;
0414	650.6000 Construction Staking Pipe Culverts	24.000 EACH		
0416	650.7000 Construction Staking Concrete Pavement	17,424.000 LF		·
0418	650.8500 Construction Staking Electrical Installations (project) 01. 4657-25-03	LS	LUMP SUM	·
0420	650.9000 Construction Staking Curb Ramps	56.000 EACH	<u>.</u>	
0422	650.9910 Construction Staking Supplemental Control (project) 01. 4657-25-03	LS	LUMP SUM	·
0424	650.9920 Construction Staking Slope Stakes	18,478.000 LF	<u>.</u>	
0426	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	260.000 LF		·
0428	652.0700.S Install Conduit into Existing Item	8.000 EACH		. <u></u>
0430	652.0800 Conduit Loop Detector	693.000 LF		
0432	653.0105 Pull Boxes Steel 12x24-Inch	2.000 EACH		
0434	653.0905 Removing Pull Boxes	2.000 EACH		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0436	654.0101 Concrete Bases Type 1	5.000 EACH		
0438	654.0102 Concrete Bases Type 2	4.000 EACH		
0440	654.0110 Concrete Bases Type 10	2.000 EACH	i	i
0442	655.0240 Cable Traffic Signal 7-14 AWG	1,190.000 LF	i	i
0444	655.0515 Electrical Wire Traffic Signals 10 AWG	849.000 LF		i
0446	655.0610 Electrical Wire Lighting 12 AWG	984.000 LF	<u>.</u>	<u>.</u>
0448	655.0700 Loop Detector Lead In Cable	2,004.000 LF		i
0450	655.0800 Loop Detector Wire	1,978.000 LF	<u>.</u>	<u>.</u>
0452	655.0900 Traffic Signal EVP Detector Cable	203.000 LF		
0454	657.0100 Pedestal Bases	2.000 EACH	iii	
0456	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	4.000 EACH		·
0458	657.0310 Poles Type 3	5.000 EACH	<u>.</u>	<u>.</u>
0460	657.0350 Poles Type 10	2.000 EACH		
0462	657.0430 Traffic Signal Standards Aluminum 10-FT	2.000 EACH		. <u></u>
0464	657.0525 Monotube Arms 25-FT	1.000 EACH		
0466	657.0530 Monotube Arms 30-FT	1.000 EACH		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0468	657.0709 Luminaire Arms Truss Type 4-Inch Clamp 12-FT	4.000 EACH	. <u></u>	. <u> </u>
0470	657.0808 Luminaire Arms Steel 8-FT	4.000 EACH		
0472	658.0173 Traffic Signal Face 3S 12-Inch	4.000 EACH		. <u> </u>
0474	658.0174 Traffic Signal Face 4S 12-Inch	5.000 EACH		. <u></u> .
0476	658.0416 Pedestrian Signal Face 16-Inch	6.000 EACH		. <u></u> .
0478	658.0500 Pedestrian Push Buttons	6.000 EACH		. <u> </u>
0480	658.5069 Signal Mounting Hardware (location) 01. CTH CA & CTH CB	LS	LUMP SUM	
0482	658.5069 Signal Mounting Hardware (location) 02. CTH CA & Casaloma Dr.	LS	LUMP SUM	
0484	658.5069 Signal Mounting Hardware (location) 03. CTH CA & Mall Dr.	LS	LUMP SUM	. <u> </u>
0486	659.1125 Luminaires Utility LED C	9.000 EACH		
0488	690.0150 Sawing Asphalt	860.000 LF		. <u></u> .
0490	690.0250 Sawing Concrete	442.000 LF		. <u></u>
0492	715.0415 Incentive Strength Concrete Pavement	19,716.000 DOL	1.00000	19,716.00
0494	715.0710 Optimized Aggregate Gradation Incentive	41,500.000 DOL	1.00000	41,500.00
0496	740.0440 Incentive IRI Ride	4,899.000 DOL	1.00000	4,899.00



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0498	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0500	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,400.000 HRS	5.00000	22,000.00
0502	SPV.0035 Special 10. Planting Mixture	780.000 CY	<u> </u>	
0504	SPV.0060 Special 01. Pavement Marking Grooved Contrast Preformed Thermoplastic Arrow Type 1	4.000 EACH		·
0506	SPV.0060 Special 02. Pavement Marking Grooved Contrast Preformed Thermoplastic Arrow Type 2	12.000 EACH	;	
0508	SPV.0060 Special 03. Pavement Marking Grooved Contrast Preformed Thermoplastic Arrow Type 3	8.000 EACH		·
0510	SPV.0060 Special 04. Pavement Marking Grooved Contrast Preformed Thermoplastic Arrow Type 3R	4.000 EACH		
0512	SPV.0060 Special 05. Pavement Marking Grooved Contrast Preformed Thermoplastic Word	14.000 EACH		;
0514	SPV.0060 Special 06. Adjusting Water Valve Box	9.000 EACH		. <u> </u>
0516	SPV.0060 Special 07 . Inlet 2x2.5-Ft Special	4.000 EACH		. <u></u> .
0518	SPV.0060 Special 08. Inlet 4-FT Diameter Special	2.000 EACH	. <u></u>	. <u> </u>
0520	SPV.0060 Special 09. Bolt Replacement Hydrant	3.000 EACH	ii	
0522	SPV.0060 Special 10. Bolt Replacement Valve/Fitting	17.000 EACH		·



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0524	SPV.0060 Special 11. Adjusting Sanitary Manhole	5.000 EACH		
0526	SPV.0060 Special 12. Reconstructing Sanitary Manhole	7.000 EACH	·	·
0528	SPV.0060 Special 14. Manhole Cover Type J Sanitary	1.000 EACH		
0530	SPV.0060 Special 16. Hydrant	1.000 EACH	. <u></u>	
0532	SPV.0060 Special 17. Relocating Hydrant	1.000 EACH		
0534	SPV.0060 Special 18. Water Valve 6-Inch	2.000 EACH	. <u></u>	. <u></u>
0536	SPV.0060 Special 19. Water Valve 10-Inch	1.000 EACH	. <u></u>	. <u></u>
0538	SPV.0060 Special 20. Tee 10x6-Inch	1.000 EACH		. <u></u>
0540	SPV.0060 Special 21. Connect to Existing 10-Inch Watermain	2.000 EACH		
0542	SPV.0060 Special 22. Corporation, Curb Stop and Box	2.000 EACH	. <u> </u>	·
0544	SPV.0060 Special 23. Yard Hydrant	2.000 EACH		
0546	SPV.0060 Special 24. Pipe Tap 12-Inch	1.000 EACH		
0548	SPV.0060 Special 25. Pipe Tap 15-Inch	1.000 EACH	. <u></u>	. <u></u>
0550	SPV.0060 Special 26. Anti-Seep Clay Dam	7.000 EACH	. <u></u>	
0552	SPV.0075 Special 01. Street Sweeping	170.000 HRS		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0554	SPV.0090	178.000		
	Special 01. Pavement Marking Grooved Contrast Preformed Thermoplastic Stop Line 18-Inch	LF	. <u></u>	··
0556	SPV.0090	758.000		
	Special 02. Pavement Marking Grooved Contrast Preformed Thermoplastic Crosswalk 6-Inch	LF	. <u></u>	·
0558	SPV.0090	1,192.000		
	Special 03. Pavement Marking Grooved Contrast Preformed Thermoplastic Crosswalk 18-Inch	LF		<u>.</u>
0560	SPV.0090	466.000		
	Special 04. Pavement Marking Grooved Contrast Preformed Thermoplastic Dotted Extension	LF	·	·
0562	SPV.0090	250.000		
	Special 05. Fence Chain Link Polymer Coated 4-FT	LF		
0564	SPV.0090	62.000		
	Special 06. Sanitary Sewer Pipe 12-Inch	LF	·	·
0566	SPV.0090 Special 07. Culvert Pipe Reinforced Concrete Horizontal Elliptical CL HE-IV 53x83-Inch	986.000 LF		·
0568	SPV.0090	236.000		
	Special 08. Pipe Arch Corrugated Steel Aluminum Coated 79x117-Inch	LF	. <u></u>	
0570	SPV.0090	156.000		
	Special 10. Steel Casing Pipe 24-Inch	LF	·	
0572	SPV.0090	541.000		
	Special 11. Cable Traffic Signal 20-14 AWG	LF	. <u></u>	
0574	SPV.0090	2,565.000		
	Special 12. Tray Cable for Street Lighting 3 Conductor 12 AWG	LF	·	·
0576	SPV.0090	166.000		
	Special 13. Water Service 1-Inch	LF	·	·
0578	SPV.0090	27.000		
	Special 14. Water Main 6-Inch	LF	·	·



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0580	SPV.0090	45.000		
	Special 15. Water Main 10-Inch	LF		·
0582	SPV.0090	26.000		
	Special 16. Concrete Curb & Gutter 18- Inch Type D SHES	LF		
0584	SPV.0090	15.000		
	Special 17. Concrete Curb and Gutter 30-Inch Type D SHES	LF	<u>_</u>	·
0586	SPV.0090	20.000		
	Special 18. Concrete Curb and Gutter 30-Inch Type A SHES	LF	<u> </u>	·
0588	SPV.0105			
	Special 01. Salvage & Reinstall Traffic Signal at CTH CA & CTH CB	LS	LUMP SUM	
0590	SPV.0105			
	Special 02. Salvage & Reinstall Traffic Signal at CTH CA & Casaloma Dr.	LS	LUMP SUM	·
0592	SPV.0105			
	Special 03. Salvage & Reinstall Traffic Signal at CTH CA & Mall Dr.	LS	LUMP SUM	<u>·</u>
0594	SPV.0105			
	Special 04. Construction Staking Multi- Use Path and Sidewalk	LS	LUMP SUM	
0596	SPV.0105			
	Special 05. West Underground Detention System	LS	LUMP SUM	·
0598	SPV.0105			
	Special 06. East Underground Detention System	LS	LUMP SUM	·
0600	SPV.0105			
	Special 07. Video Vehicle Detection System at CTH CA & Casaloma Drive	LS	LUMP SUM	·
0602	SPV.0105			
	Special 08. Video Vehicle Detection System at CTH CA & Mall Drive	LS	LUMP SUM	
0604	SPV.0105			
	Special 10. Landscape Wall - Mayflower Drive Northeast (South)	LS	LUMP SUM	·



	Proposal Schedule of Items	Page 21 of 21
Proposal ID: 202001	14014 <b>Project(s):</b> 4657-25-03	
	Federal ID(s): WISC 2019806	
<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
0606	SPV.0105 Special 11. Landscape Wall - Mayflower Drive Northeast (North)	LS	LUMP SUM	
0608	SPV.0105 Special 12. Landscape Wall McCarthy Drive Southwest	LS	LUMP SUM	
0610	SPV.0105 Special 13. Landscape Wall - McCarthy Drive Northeast (South)	LS	LUMP SUM	
0612	SPV.0105 Special 14. Landscape Wall - McCarthy Drive Northeast (North)	LS	LUMP SUM	·
0614	SPV.0165 Special 01. Concrete Median Sloped Nose SHES	180.000 SF		
0616	SPV.0180 Special 01. 2-Inch Insulation	34.000 SY		
0618	SPV.0180 Special 02. Concrete Pavement SHES 8- Inch	30.000 SY	. <u></u>	
0620	SPV.0200 Special 01. Sanitary Manhole	15.770 VF		
	Section: 000	1	Total:	. <u> </u>
			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. COTNE, 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.

.....

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		
BARRON, BUFFALO, CHIPPEWA, CLARK PEPIN, PIERCE, POLK, RUSK, ST CR COUNTIES		
	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		
I	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)).

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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

 \*
 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.

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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

 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, E	BURNETT, 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.

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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.

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 8, 2020

## **Wisconsin Department of Transportation**

# 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 #14: 4657-25-03, WISC 2019 806 T Grand Chute, CTH CA CTH CB – Casaloma Drive CTH CA Outagamie County

## Letting of January 14, 2020

This is Addendum No. 01, which provides for the following:

## Special Provisions:

	Revised Special Provisions
Article No.	Description
62	Steel Casing Pipe 24-Inch, Item SPV.0090.10

## Schedule of Items:

	Revised Bid Item Quantit	ies			
Bid Item	Item Description	Unit	Old	Revised	Proposal
Did item	nem Description	Unit	Quantity	Quantity	Total
305.0120	Base Aggregate Dense 1 ¼-Inch	Ton	42,690	-180	42,510

	Added Bid Item Quantitie	s			
Bid Item Item Description	Unit	Old	Revised	Proposal	
Did item	Item Description	Unit	Quantity	Quantity	Total
460.6223	HMA Pavement 3 MT 58-28S	Ton	0	720	720
460.6224	HMA Pavement 4 MT 58-28S	Ton	0	460	460
209.2100	Backfill Granular Grade 2	CY	0	19	19

	Deleted Bid Item Quantitie	es			
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
460.5223	HMA Pavement 3 LT 58-28S	Ton	890	-890	0
460.5224	HMA Pavement 4 LT 58-28S	Ton	1,100	-1,100	0

Version 02-2017

## Plan Sheets:

	Revised Plan Sheets		
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)		
10	Modified HMA pavement type (LT to MT) and thickness (4.5" over 18" to 5.5" over 17")		
11	Modified HMA pavement type (LT to MT) and thickness (4.5" over 18" to 5.5" over 17")		
19	Added Construction detail for dead heading concrete joints, and backfilling water main		
19	trenches.		
55	Updated Paving details labels to match the new HMA pavement depth.		
56	Updated Paving details labels to match the new HMA pavement depth.		
57	Updated Paving details labels to match the new HMA pavement depth.		
58	Updated Paving details labels to match the new HMA pavement depth.		
59	Updated Paving details labels to match the new HMA pavement depth.		
60	Updated Paving details labels to match the new HMA pavement depth.		
225	Revised Base Agg 1 <sup>1</sup> / <sub>4</sub> -Inch due to pavement section changes		
227	Revised HMA Pavement table to match new mix type and quantity		
260	Added Granular Backfill Grade 2 item to watermain table for trench backfill		

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 4657-25-03 January 8, 2020

## **Special Provisions**

## 62. Steel Casing Pipe 24-Inch, Item SPV.0090.10.

Replace entire section titled C Construction with the following:

## C Construction

Submit the following documents to the engineer for approval prior to ordering of materials and the start of construction:

• Certificate of compliance for the steel casing pipe.

Connect adjacent lengths of steel casing pipe by continuous, circumferential, field butt welding according to AWWA C206. Provide connections that are straight and true, and watertight in the existing groundwater conditions.

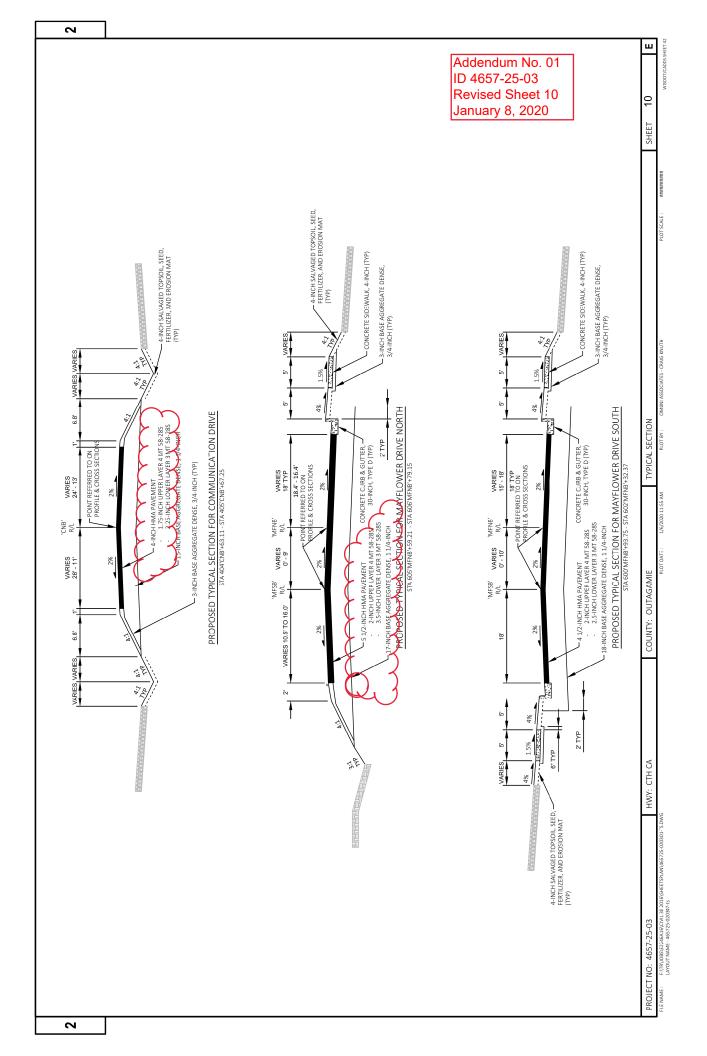
## Schedule of Items

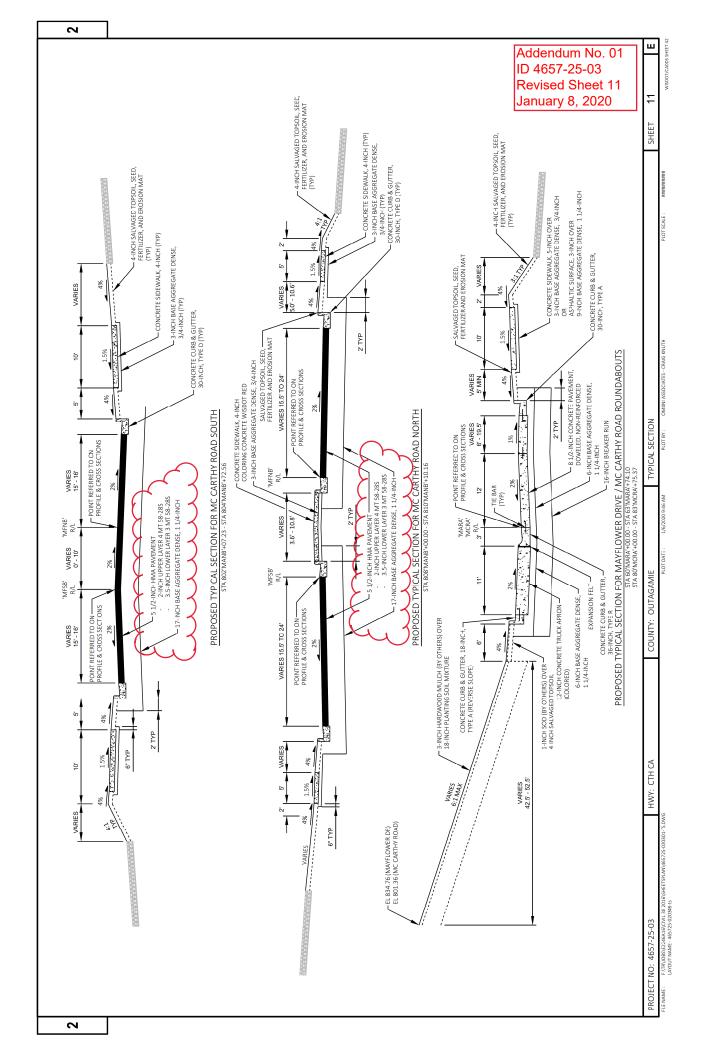
Attached, dated January 8, 2020, are the revised Schedule of Items Pages 1 – 21.

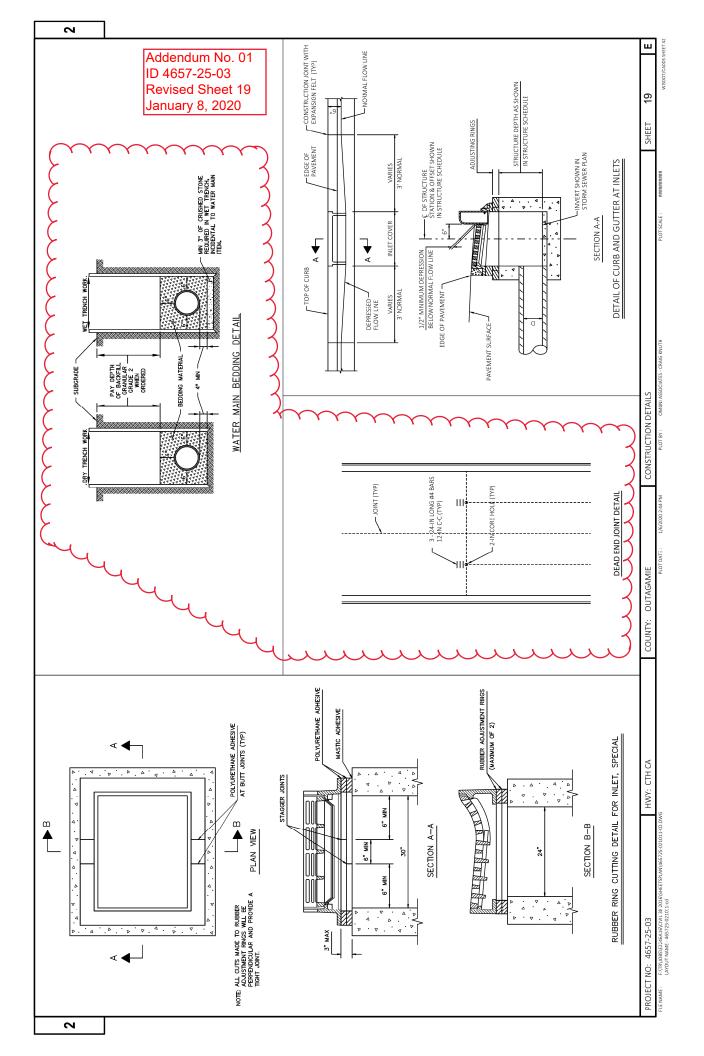
## **Plan Sheets**

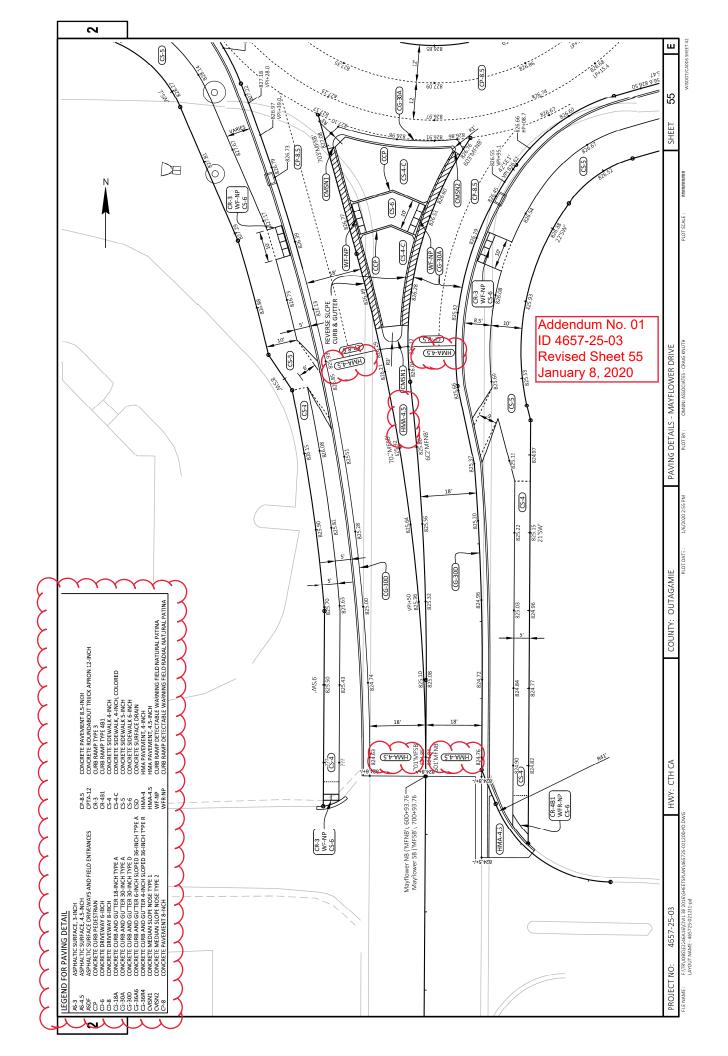
The following  $8\frac{1}{2} \times 11$ -inch sheets are attached and made part of the plans for this proposal: Revised: 10, 11, 19, 55, 56, 57, 58, 59, 60, 225, 227 and 260.

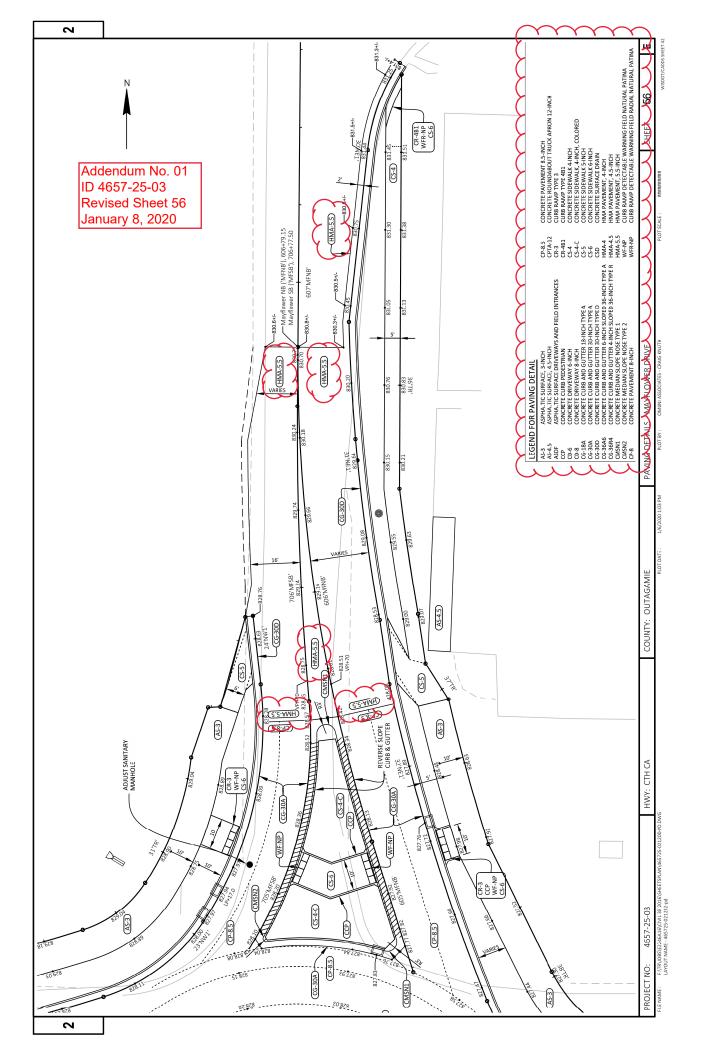
END OF ADDENDUM

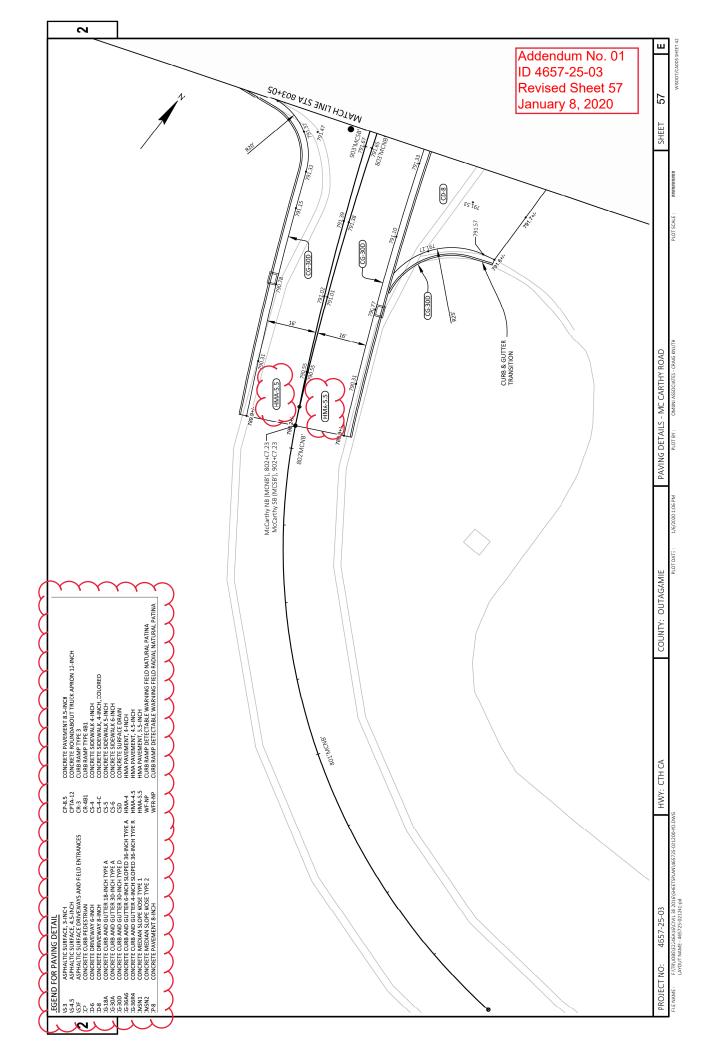


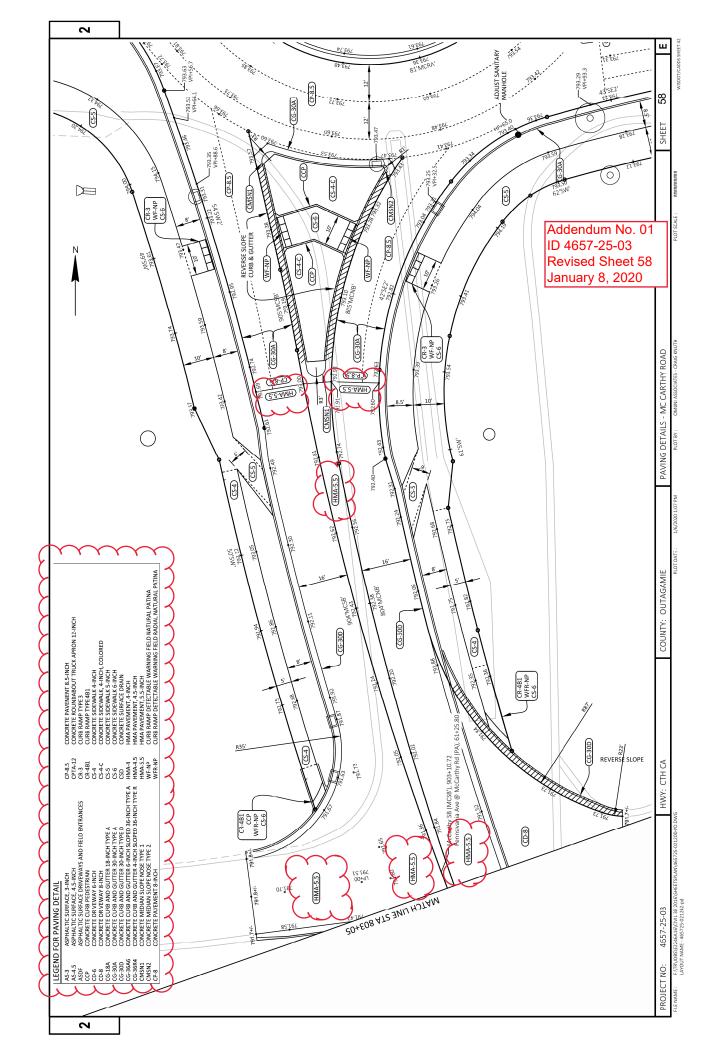


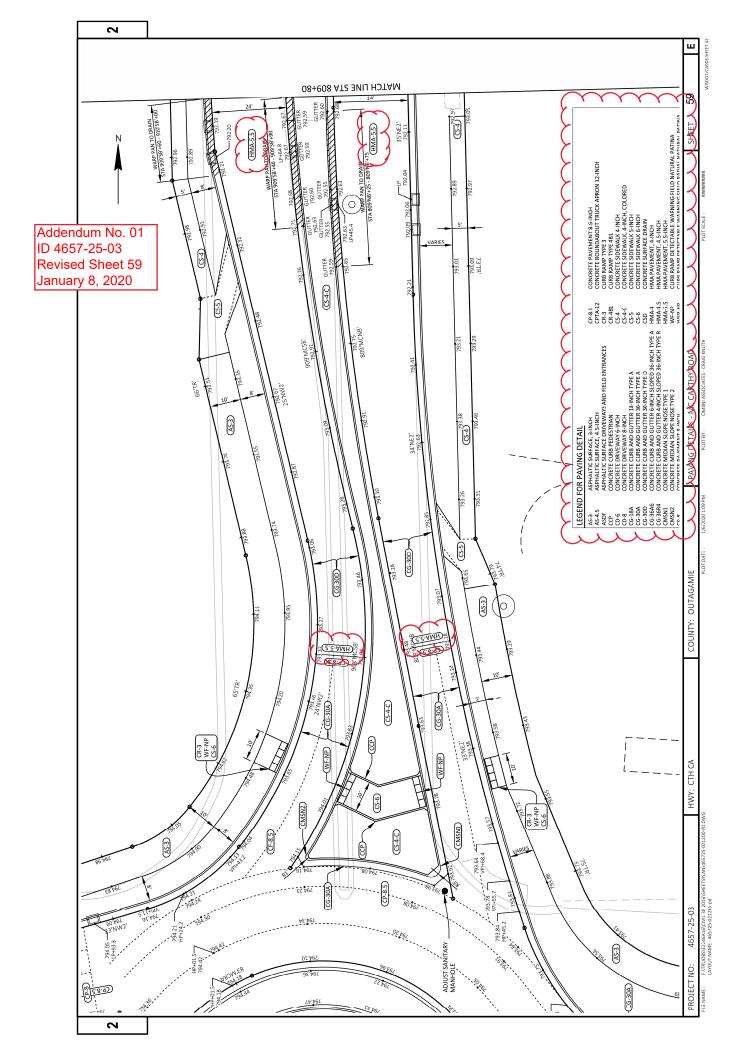


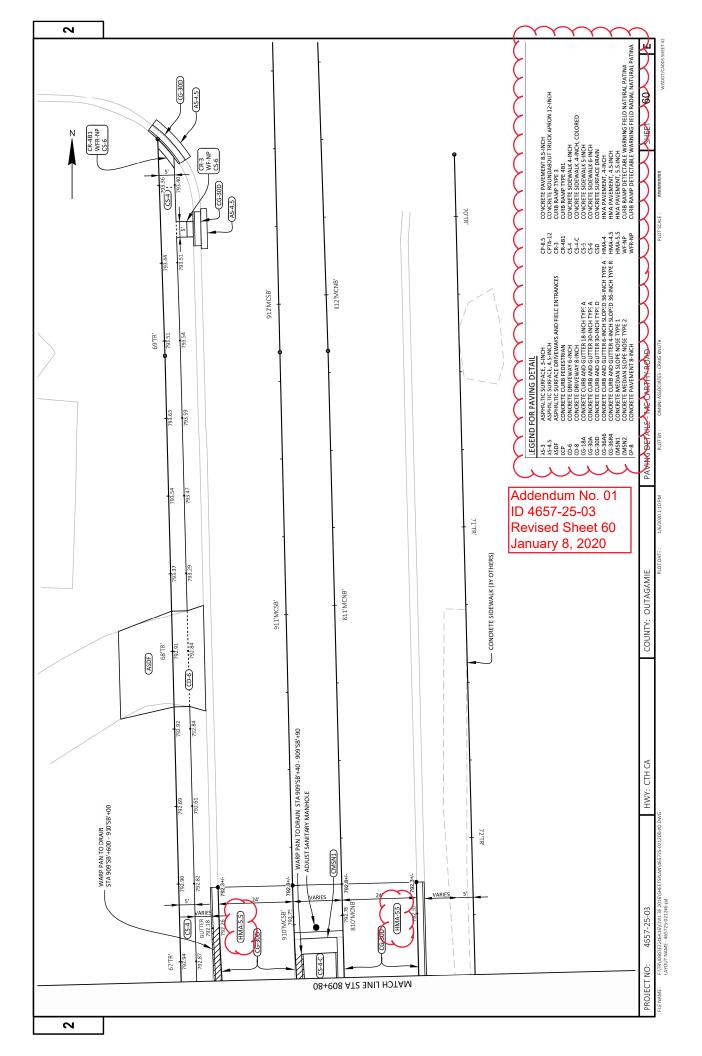












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REMOVING INLETS	RE	LOCATION	CTH CA EB	CTH CA EB	CTH CA EB	CTH CA EB	CTH CA EB	CTH CA WB	CTH CA EB	CTH CA EB	S MCCARTHY	S MCCARTHY	S MCCARTHY	S MCCARTHY	N MCCARTHY	N MCCARTHY	N MCCARTHY	COMMUNICATIONS	COMMUNICATIONS	PROJECT TOTAL					STATION TO STATION		- 213+22	- 225+85	MAYFLOWER ROUNDABOUT		+33 - 281+00	402+75		- 602+98 - 607+08			1	-			I			
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	Proposal Schedule of Items	Page 1 of 21
Proposal ID: 202001	14014 Project(s): 4657-25-03	
	Federal ID(s): WISC 2019806	
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	201.0105 Clearing	3.000 STA		
0004	201.0120 Clearing	8.000 ID	. <u></u>	·
0006	201.0205 Grubbing	3.000 STA	<u>_</u>	
0008	201.0220 Grubbing	8.000 ID	. <u></u>	
0010	203.0100 Removing Small Pipe Culverts	17.000 EACH		
0012	203.0200 Removing Old Structure (station) 01. 266'EB'+50, 78"x102" CMP	LS	LUMP SUM	
0014	203.0200 Removing Old Structure (station) 02. 605'NBMF'+00, 60"x82" CMP	LS	LUMP SUM	
0016	204.0100 Removing Pavement	3,710.000 SY	. <u></u>	<u>.</u>
0018	204.0150 Removing Curb & Gutter	6,272.000 LF	. <u></u>	i
0020	204.0155 Removing Concrete Sidewalk	400.000 SY	. <u></u>	·
0022	204.0175 Removing Concrete Slope Paving	14.000 SY	<u>.</u>	·
0024	204.0190 Removing Surface Drains	3.000 EACH	. <u></u>	
0026	204.0195 Removing Concrete Bases	6.000 EACH	. <u></u>	i
0028	204.0210 Removing Manholes	2.000 EACH		
0030	204.0220 Removing Inlets	20.000 EACH	<u>.</u>	·
0032	204.0245 Removing Storm Sewer (size) 01. 12- Inch to 15-Inch	675.000 LF		



	Proposal Schedule of Items	Page 2 of 21
Proposal ID: 2020011	4014 Project(s): 4657-25-03	
	Federal ID(s): WISC 2019806	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0245 Removing Storm Sewer (size) 02. 24- Inch to 36-Inch	335.000 LF		·
0036	204.0250 Abandoning Manholes	8.000 EACH		
0038	204.0280 Sealing Pipes	2.000 EACH		
0040	204.0291.S Abandoning Sewer	81.000 CY	·	ii
0042	204.9060.S Removing (item description) 01. Apron Endwall for Underdrain Reinforced Concrete	2.000 EACH		
0044	204.9060.S Removing (item description) 02. Removing Fire Hydrant	1.000 EACH		
0046	204.9060.S Removing (item description) 03. Removing Water Valve and Box	2.000 EACH	. <u></u>	·
0048	204.9090.S Removing (item description) 01. Underdrain 6-Inch	1,705.000 LF	. <u></u>	·
0050	204.9090.S Removing (item description) 02. Removing Sanitary Sewer 12 to 15-Inch	22.000 LF		·
0052	204.9090.S Removing (item description) 03. Removing Water Main	60.000 LF	·	·
0054	205.0100 Excavation Common	71,270.000 CY		
0056	209.0200.S Backfill Controlled Low Strength	25.000 CY		<u>.</u>
0058	213.0100 Finishing Roadway (project) 01. 4657- 25-03	1.000 EACH		
0060	305.0110 Base Aggregate Dense 3/4-Inch	1,120.000 TON		·



	Proposal Schedule of Items	Page 3 of 21
Proposal ID: 2020011	4014 Project(s): 4657-25-03	
	Federal ID(s): WISC 2019806	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	305.0120 Base Aggregate Dense 1 1/4-Inch	42,510.000 TON	i	·
0064	310.0115 Base Aggregate Open-Graded	11.600 CY		. <u></u>
0066	311.0110 Breaker Run	76,660.000 TON		
0068	405.0100 Coloring Concrete WisDOT Red	512.000 CY		
0070	415.0080 Concrete Pavement 8-Inch	61,220.000 SY		
0072	415.0085 Concrete Pavement 8 1/2-Inch	4,470.000 SY		
0074	415.4100 Concrete Pavement Joint Filling	76,990.000 SY		
0076	415.5110.S Concrete Pavement Joint Layout	1.000 LS		
0078	416.0160 Concrete Driveway 6-Inch	40.000 SY		
0080	416.0180 Concrete Driveway 8-Inch	250.000 SY		
0082	416.0512 Concrete Truck Apron 12-Inch	780.000 SY		
0084	416.0610 Drilled Tie Bars	128.000 EACH		
0086	416.0620 Drilled Dowel Bars	96.000 EACH		
0088	416.1010 Concrete Surface Drains	3.000 CY		
0090	455.0605 Tack Coat	280.000 GAL		
0092	460.2000 Incentive Density HMA Pavement	1,300.000 DOL	1.00000	1,300.00
0098	465.0105 Asphaltic Surface	1,887.000 TON	;	;



	Proposal Schedule of Items	Page 4 of 21
Proposal ID: 2020011	4014 Project(s): 4657-25-03	
	Federal ID(s): WISC 2019806	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0100	465.0120 Asphaltic Surface Driveways and Field Entrances	37.000 TON		;
0102	465.0125 Asphaltic Surface Temporary	100.000 TON		
0104	520.2012 Culvert Pipe Temporary 12-Inch	70.000 LF		
0106	520.8000 Concrete Collars for Pipe	5.000 EACH		
0108	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	16.000 EACH		·
0110	521.1030 Apron Endwalls for Culvert Pipe Steel 30-Inch	1.000 EACH		·
0112	521.1217 Apron Endwalls for Pipe Arch Steel 17x13-Inch	6.000 EACH		·
0114	521.3112 Culvert Pipe Corrugated Steel 12-Inch	210.000 LF		<u>.</u>
0116	521.3717 Pipe Arch Corrugated Steel 17x13-Inch	72.000 LF		
0118	521.6124 Culvert Pipe Corrugated Steel Aluminum Coated 24-Inch	20.000 LF		·
0120	521.6130 Culvert Pipe Corrugated Steel Aluminum Coated 30-Inch	9.000 LF		·
0122	521.6136 Culvert Pipe Corrugated Steel Aluminum Coated 36-Inch	11.000 LF		·
0124	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	11.000 EACH	·	·
0126	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	3.000 EACH		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0128	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	·	<u>.</u>
0130	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	4.000 EACH		<u> </u>
0132	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	·	;
0134	522.2329 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45- Inch	172.000 LF	·	<u>-</u>
0136	522.2429 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45- Inch	192.000 LF	·	·
0138	522.2629 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	4.000 EACH		
0140	522.2653 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 53x83-Inch	12.000 EACH		
0142	524.0630 Apron Endwalls for Culvert Pipe Salvaged 30-Inch	1.000 EACH	<u>.</u>	;
0144	601.0405 Concrete Curb & Gutter 18-Inch Type A	560.000 LF	. <u></u>	. <u></u>
0146	601.0409 Concrete Curb & Gutter 30-Inch Type A	5,880.000 LF		
0148	601.0411 Concrete Curb & Gutter 30-Inch Type D	2,026.000 LF	. <u></u>	
0150	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	26,630.000 LF		<u>.</u>
0152	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	100.000 LF	;	;



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R	720.000 LF	·	i
0156	601.0600 Concrete Curb Pedestrian	510.000 LF		
0158	602.0405 Concrete Sidewalk 4-Inch	47,210.000 SF	. <u></u>	
0160	602.0410 Concrete Sidewalk 5-Inch	16,500.000 SF		
0162	602.0415 Concrete Sidewalk 6-Inch	5,440.000 SF	. <u></u>	<u>.</u>
0164	602.0515 Curb Ramp Detectable Warning Field Natural Patina	760.000 SF	·	·
0166	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	285.000 SF	·	·
0168	606.0100 Riprap Light	8.000 CY	<u>.</u>	
0170	606.0200 Riprap Medium	487.000 CY	·	<u>.</u>
0172	606.0300 Riprap Heavy	290.000 CY		
0174	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	20.000 LF		i
0176	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	170.000 LF		·
0178	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	541.000 LF	·	·
0180	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	48.000 LF	·	·
0182	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	215.000 LF		·



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	3,063.000 LF		·
0186	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	283.000 LF	·	·
0188	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	133.000 LF		
0190	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	94.000 LF	·	;
0192	608.3612 Storm Sewer Pipe Class III-B 12-Inch	639.000 LF		
0194	608.3615 Storm Sewer Pipe Class III-B 15-Inch	333.000 LF	. <u></u>	
0196	608.3618 Storm Sewer Pipe Class III-B 18-Inch	1,125.000 LF	. <u></u>	
0198	608.3624 Storm Sewer Pipe Class III-B 24-Inch	673.000 LF	. <u></u>	
0200	608.3630 Storm Sewer Pipe Class III-B 30-Inch	1,621.000 LF	. <u></u>	
0202	608.3636 Storm Sewer Pipe Class III-B 36-Inch	1,598.000 LF		
0204	611.0420 Reconstructing Manholes	2.000 EACH	. <u></u>	
0206	611.0530 Manhole Covers Type J	33.000 EACH	. <u></u>	
0208	611.0545 Manhole Covers Type L	2.000 EACH	. <u></u>	
0210	611.0624 Inlet Covers Type H	31.000 EACH	<u>.</u>	<u>.</u>
0212	611.0627 Inlet Covers Type HM	78.000 EACH		
0214	611.0636 Inlet Covers Type HM-S	6.000 EACH		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0216	611.0639 Inlet Covers Type H-S	16.000 EACH		
0218	611.0642 Inlet Covers Type MS	1.000 EACH		
0220	611.0652 Inlet Covers Type T	6.000 EACH		
0222	611.2004 Manholes 4-FT Diameter	5.000 EACH		
0224	611.2005 Manholes 5-FT Diameter	13.000 EACH		
0226	611.2006 Manholes 6-FT Diameter	8.000 EACH		
0228	611.2008 Manholes 8-FT Diameter	2.000 EACH		
0230	611.3004 Inlets 4-FT Diameter	3.000 EACH		
0232	611.3230 Inlets 2x3-FT	126.000 EACH		
0234	611.3901 Inlets Median 1 Grate	1.000 EACH		
0236	611.8120.S Cover Plates Temporary	2.000 EACH	<u>.</u>	
0238	611.9800.S Pipe Grates	5.000 EACH	<u>.</u>	
0240	612.0106 Pipe Underdrain 6-Inch	385.000 LF	<u>.</u>	<u>_</u>
0242	612.0206 Pipe Underdrain Unperforated 6-Inch	222.000 LF	. <u></u>	. <u></u>
0244	612.0212 Pipe Underdrain Unperforated 12-Inch	15.000 LF		
0246	612.0215 Pipe Underdrain Unperforated 15-Inch	11.000 LF		
0248	614.2300 MGS Guardrail 3	75.000 LF		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0250	614.2610 MGS Guardrail Terminal EAT	2.000 EACH		
0252	614.2620 MGS Guardrail Terminal Type 2	2.000 EACH		
0254	618.0100 Maintenance And Repair of Haul Roads (project) 01. 4657-25-03	1.000 EACH	;	;
0256	619.1000 Mobilization	1.000 EACH		
0258	620.0300 Concrete Median Sloped Nose	1,410.000 SF		
0260	624.0100 Water	263.000 MGAL		. <u></u>
0262	625.0500 Salvaged Topsoil	75,440.000 SY		·
0264	628.1504 Silt Fence	16,870.000 LF	. <u></u>	
0266	628.1520 Silt Fence Maintenance	16,870.000 LF		. <u></u>
0268	628.1905 Mobilizations Erosion Control	4.000 EACH		. <u></u>
0270	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH		. <u></u>
0272	628.2002 Erosion Mat Class I Type A	1,470.000 SY		·
0274	628.2004 Erosion Mat Class I Type B	1,190.000 SY		. <u></u>
0276	628.2006 Erosion Mat Urban Class I Type A	71,080.000 SY	. <u></u>	·
0278	628.2027 Erosion Mat Class II Type C	1,550.000 SY		
0280	628.7005 Inlet Protection Type A	3.000 EACH	. <u> </u>	



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0282	628.7015 Inlet Protection Type C	129.000 EACH		
0284	628.7020 Inlet Protection Type D	38.000 EACH	. <u> </u>	
0286	628.7504 Temporary Ditch Checks	230.000 LF		
0288	628.7555 Culvert Pipe Checks	125.000 EACH	. <u> </u>	i
0290	628.7560 Tracking Pads	5.000 EACH		
0292	628.7570 Rock Bags	420.000 EACH		
0294	629.0210 Fertilizer Type B	47.530 CWT		i
0296	630.0110 Seeding Mixture No. 10	536.000 LB		
0298	630.0130 Seeding Mixture No. 30	729.000 LB		
0300	630.0140 Seeding Mixture No. 40	65.000 LB		
0302	630.0160 Seeding Mixture No. 60	147.000 LB		
0304	630.0200 Seeding Temporary	1,018.000 LB		
0306	630.0500 Seed Water	39.400 MGAL		
0308	633.5200 Markers Culvert End	35.000 EACH	. <u> </u>	i
0310	634.0614 Posts Wood 4x6-Inch X 14-FT	14.000 EACH		
0312	634.0616 Posts Wood 4x6-Inch X 16-FT	102.000 EACH	. <u> </u>	
0314	634.0618 Posts Wood 4x6-Inch X 18-FT	5.000 EACH		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0316	637.2210 Signs Type II Reflective H	784.960 SF		
0318	637.2230 Signs Type II Reflective F	173.750 SF		
0320	638.2102 Moving Signs Type II	8.000 EACH	. <u></u>	. <u></u>
0322	638.2602 Removing Signs Type II	73.000 EACH		
0324	638.3000 Removing Small Sign Supports	62.000 EACH	. <u></u>	
0326	641.8100 Overhead Sign Support (structure) 01. S- 44-0246	LS	LUMP SUM	;
0328	642.5401 Field Office Type D	1.000 EACH		
0330	643.0300 Traffic Control Drums	22,104.000 DAY	·	·
0332	643.0420 Traffic Control Barricades Type III	8,453.000 DAY		
0334	643.0500 Traffic Control Flexible Tubular Marker Posts	29.000 EACH	·	;
0336	643.0600 Traffic Control Flexible Tubular Marker Bases	29.000 EACH	<u>.</u>	
0338	643.0705 Traffic Control Warning Lights Type A	16,905.000 DAY		
0340	643.0715 Traffic Control Warning Lights Type C	3,575.000 DAY		
0342	643.0800 Traffic Control Arrow Boards	112.000 DAY		
0344	643.0900 Traffic Control Signs	28,741.000 DAY		
0346	643.0910 Traffic Control Covering Signs Type I	12.000 EACH	<u>.</u>	



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0348	643.0920 Traffic Control Covering Signs Type II	20.000 EACH		
0350	643.1000 Traffic Control Signs Fixed Message	306.500 SF		
0352	643.1050 Traffic Control Signs PCMS	39.000 DAY	. <u></u>	
0354	643.5000 Traffic Control	1.000 EACH		
0356	644.1410 Temporary Pedestrian Surface Asphalt	90.000 SF		
0358	644.1601 Temporary Pedestrian Curb Ramp	28.000 DAY		
0360	644.1810 Temporary Pedestrian Barricade	465.000 LF		
0362	645.0111 Geotextile Type DF Schedule A	231.000 SY		
0364	645.0120 Geotextile Type HR	1,227.000 SY		
0366	645.0130 Geotextile Type R	44.000 SY	ii	ii
0368	646.1020 Marking Line Epoxy 4-Inch	2,981.000 LF	i	i
0370	646.1040 Marking Line Grooved Wet Ref Epoxy 4- Inch	29,418.000 LF		·
0372	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	3,445.000 LF		
0374	646.3020 Marking Line Epoxy 8-Inch	237.000 LF		
0376	646.3040 Marking Line Grooved Wet Ref Epoxy 8- Inch	833.000 LF		·
0378	646.3555 Marking Line Grooved Contrast Permanent Tape 8-Inch	5,300.000 LF		·



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0380	646.5020 Marking Arrow Epoxy	8.000 EACH	·	
0382	646.6120 Marking Stop Line Epoxy 18-Inch	75.000 LF		
0384	646.7120 Marking Diagonal Epoxy 12-Inch	63.000 LF		
0386	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	85.000 LF	. <u> </u>	
0388	646.8120 Marking Curb Epoxy	40.000 LF		
0390	646.8220 Marking Island Nose Epoxy	8.000 EACH	ii	i
0392	646.9000 Marking Removal Line 4-Inch	845.000 LF	iii	
0394	646.9100 Marking Removal Line 8-Inch	91.000 LF	ii	
0396	646.9200 Marking Removal Line Wide	138.000 LF		·
0398	646.9300 Marking Removal Special Marking	5.000 EACH	ii	
0400	649.0105 Temporary Marking Line Paint 4-Inch	1,940.000 LF		
0402	649.0150 Temporary Marking Line Removable Tape 4-Inch	890.000 LF		
0404	649.0250 Temporary Marking Line Removable Tape 8-Inch	857.000 LF	<u>.</u>	·
0406	650.4000 Construction Staking Storm Sewer	185.000 EACH	i	i
0408	650.4500 Construction Staking Subgrade	16,409.000 LF		·
0410	650.5000 Construction Staking Base	1,218.000 LF		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0412	650.5500 Construction Staking Curb Gutter and Curb & Gutter	2,280.000 LF		·
0414	650.6000 Construction Staking Pipe Culverts	24.000 EACH	<u>.</u>	
0416	650.7000 Construction Staking Concrete Pavement	17,424.000 LF	;	;
0418	650.8500 Construction Staking Electrical Installations (project) 01. 4657-25-03	LS	LUMP SUM	
0420	650.9000 Construction Staking Curb Ramps	56.000 EACH	. <u></u>	
0422	650.9910 Construction Staking Supplemental Control (project) 01. 4657-25-03	LS	LUMP SUM	
0424	650.9920 Construction Staking Slope Stakes	18,478.000 LF	. <u></u>	
0426	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	260.000 LF	·	
0428	652.0700.S Install Conduit into Existing Item	8.000 EACH		
0430	652.0800 Conduit Loop Detector	693.000 LF	. <u></u>	
0432	653.0105 Pull Boxes Steel 12x24-Inch	2.000 EACH	. <u></u>	
0434	653.0905 Removing Pull Boxes	2.000 EACH	. <u></u>	
0436	654.0101 Concrete Bases Type 1	5.000 EACH	. <u></u>	
0438	654.0102 Concrete Bases Type 2	4.000 EACH		
0440	654.0110 Concrete Bases Type 10	2.000 EACH		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0442	655.0240 Cable Traffic Signal 7-14 AWG	1,190.000 LF		
0444	655.0515 Electrical Wire Traffic Signals 10 AWG	849.000 LF		
0446	655.0610 Electrical Wire Lighting 12 AWG	984.000 LF		
0448	655.0700 Loop Detector Lead In Cable	2,004.000 LF		
0450	655.0800 Loop Detector Wire	1,978.000 LF		
0452	655.0900 Traffic Signal EVP Detector Cable	203.000 LF		
0454	657.0100 Pedestal Bases	2.000 EACH		
0456	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	4.000 EACH	. <u> </u>	·
0458	657.0310 Poles Type 3	5.000 EACH		
0460	657.0350 Poles Type 10	2.000 EACH		
0462	657.0430 Traffic Signal Standards Aluminum 10-FT	2.000 EACH		
0464	657.0525 Monotube Arms 25-FT	1.000 EACH		
0466	657.0530 Monotube Arms 30-FT	1.000 EACH		
0468	657.0709 Luminaire Arms Truss Type 4-Inch Clamp 12-FT	4.000 EACH	. <u></u>	
0470	657.0808 Luminaire Arms Steel 8-FT	4.000 EACH	. <u> </u>	. <u></u>
0472	658.0173 Traffic Signal Face 3S 12-Inch	4.000 EACH		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0474	658.0174 Traffic Signal Face 4S 12-Inch	5.000 EACH		
0476	658.0416 Pedestrian Signal Face 16-Inch	6.000 EACH		
0478	658.0500 Pedestrian Push Buttons	6.000 EACH		
0480	658.5069 Signal Mounting Hardware (location) 01. CTH CA & CTH CB	LS	LUMP SUM	
0482	658.5069 Signal Mounting Hardware (location) 02. CTH CA & Casaloma Dr.	LS	LUMP SUM	
0484	658.5069 Signal Mounting Hardware (location) 03. CTH CA & Mall Dr.	LS	LUMP SUM	
0486	659.1125 Luminaires Utility LED C	9.000 EACH		
0488	690.0150 Sawing Asphalt	860.000 LF		i
0490	690.0250 Sawing Concrete	442.000 LF		
0492	715.0415 Incentive Strength Concrete Pavement	19,716.000 DOL	1.00000	19,716.00
0494	715.0710 Optimized Aggregate Gradation Incentive	41,500.000 DOL	1.00000	41,500.00
0496	740.0440 Incentive IRI Ride	4,899.000 DOL	1.00000	4,899.00
0498	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0500	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,400.000 HRS	5.00000	22,000.00
0502	SPV.0035 Special 10. Planting Mixture	780.000 CY	<u></u> _	·



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0504	SPV.0060 Special 01. Pavement Marking Grooved Contrast Preformed Thermoplastic Arrow Type 1	4.000 EACH	·	·
0506	SPV.0060 Special 02. Pavement Marking Grooved Contrast Preformed Thermoplastic Arrow Type 2	12.000 EACH	. <u> </u>	·
0508	SPV.0060 Special 03. Pavement Marking Grooved Contrast Preformed Thermoplastic Arrow Type 3	8.000 EACH	·	
0510	SPV.0060 Special 04. Pavement Marking Grooved Contrast Preformed Thermoplastic Arrow Type 3R	4.000 EACH		
0512	SPV.0060 Special 05. Pavement Marking Grooved Contrast Preformed Thermoplastic Word	14.000 EACH	·	·
0514	SPV.0060 Special 06. Adjusting Water Valve Box	9.000 EACH	<u>.</u>	
0516	SPV.0060 Special 07 . Inlet 2x2.5-Ft Special	4.000 EACH	. <u></u>	
0518	SPV.0060 Special 08. Inlet 4-FT Diameter Special	2.000 EACH		
0520	SPV.0060 Special 09. Bolt Replacement Hydrant	3.000 EACH		<u></u>
0522	SPV.0060 Special 10. Bolt Replacement Valve/Fitting	17.000 EACH		·
0524	SPV.0060 Special 11. Adjusting Sanitary Manhole	5.000 EACH		
0526	SPV.0060 Special 12. Reconstructing Sanitary Manhole	7.000 EACH		;
0528	SPV.0060 Special 14. Manhole Cover Type J Sanitary	1.000 EACH		



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0530	SPV.0060 Special 16. Hydrant	1.000 EACH		
0532	SPV.0060 Special 17. Relocating Hydrant	1.000 EACH		
0534	SPV.0060 Special 18. Water Valve 6-Inch	2.000 EACH	<u>.</u>	
0536	SPV.0060 Special 19. Water Valve 10-Inch	1.000 EACH	<u>.</u>	
0538	SPV.0060 Special 20. Tee 10x6-Inch	1.000 EACH		
0540	SPV.0060 Special 21. Connect to Existing 10-Inch Watermain	2.000 EACH	;	;
0542	SPV.0060 Special 22. Corporation, Curb Stop and Box	2.000 EACH	·	·
0544	SPV.0060 Special 23. Yard Hydrant	2.000 EACH		
0546	SPV.0060 Special 24. Pipe Tap 12-Inch	1.000 EACH	·	
0548	SPV.0060 Special 25. Pipe Tap 15-Inch	1.000 EACH		
0550	SPV.0060 Special 26. Anti-Seep Clay Dam	7.000 EACH	·	
0552	SPV.0075 Special 01. Street Sweeping	170.000 HRS		<u>.</u>
0554	SPV.0090 Special 01. Pavement Marking Grooved Contrast Preformed Thermoplastic Stop Line 18-Inch	178.000 LF		
0556	SPV.0090 Special 02. Pavement Marking Grooved Contrast Preformed Thermoplastic Crosswalk 6-Inch	758.000 LF	<u>.</u>	



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0558	SPV.0090 Special 03. Pavement Marking Grooved Contrast Preformed Thermoplastic Crosswalk 18-Inch	1,192.000 LF	·	
0560	SPV.0090 Special 04. Pavement Marking Grooved Contrast Preformed Thermoplastic Dotted Extension	466.000 LF	<u>.</u>	
0562	SPV.0090 Special 05. Fence Chain Link Polymer Coated 4-FT	250.000 LF		;
0564	SPV.0090 Special 06. Sanitary Sewer Pipe 12-Inch	62.000 LF	. <u></u>	
0566	SPV.0090 Special 07. Culvert Pipe Reinforced Concrete Horizontal Elliptical CL HE-IV 53x83-Inch	986.000 LF	·	
0568	SPV.0090 Special 08. Pipe Arch Corrugated Steel Aluminum Coated 79x117-Inch	236.000 LF		·
0570	SPV.0090 Special 10. Steel Casing Pipe 24-Inch	156.000 LF		
0572	SPV.0090 Special 11. Cable Traffic Signal 20-14 AWG	541.000 LF	. <u></u>	. <u></u>
0574	SPV.0090 Special 12. Tray Cable for Street Lighting 3 Conductor 12 AWG	2,565.000 LF		·
0576	SPV.0090 Special 13. Water Service 1-Inch	166.000 LF		
0578	SPV.0090 Special 14. Water Main 6-Inch	27.000 LF	. <u></u>	
0580	SPV.0090 Special 15. Water Main 10-Inch	45.000 LF		
0582	SPV.0090 Special 16. Concrete Curb & Gutter 18- Inch Type D SHES	26.000 LF		



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	Federal ID(s): WISC 2019806	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0584	SPV.0090 Special 17. Concrete Curb and Gutter 30-Inch Type D SHES	15.000 LF	<u>.</u>	·
0586	SPV.0090 Special 18. Concrete Curb and Gutter 30-Inch Type A SHES	20.000 LF		
0588	SPV.0105 Special 01. Salvage & Reinstall Traffic Signal at CTH CA & CTH CB	LS	LUMP SUM	·
0590	SPV.0105 Special 02. Salvage & Reinstall Traffic Signal at CTH CA & Casaloma Dr.	LS	LUMP SUM	·
0592	SPV.0105 Special 03. Salvage & Reinstall Traffic Signal at CTH CA & Mall Dr.	LS	LUMP SUM	
0594	SPV.0105 Special 04. Construction Staking Multi- Use Path and Sidewalk	LS	LUMP SUM	. <u></u>
0596	SPV.0105 Special 05. West Underground Detention System	LS	LUMP SUM	
0598	SPV.0105 Special 06. East Underground Detention System	LS	LUMP SUM	
0600	SPV.0105 Special 07. Video Vehicle Detection System at CTH CA & Casaloma Drive	LS	LUMP SUM	. <u></u>
0602	SPV.0105 Special 08. Video Vehicle Detection System at CTH CA & Mall Drive	LS	LUMP SUM	. <u></u>
0604	SPV.0105 Special 10. Landscape Wall - Mayflower Drive Northeast (South)	LS	LUMP SUM	
0606	SPV.0105 Special 11. Landscape Wall - Mayflower Drive Northeast (North)	LS	LUMP SUM	
0608	SPV.0105 Special 12. Landscape Wall McCarthy Drive Southwest	LS	LUMP SUM	·



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Proposal ID: 2020011	4014 Project(s): 4657-25-03	
	Federal ID(s): WISC 2019806	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0610	SPV.0105 Special 13. Landscape Wall - McCarthy Drive Northeast (South)	LS	LUMP SUM	
0612	SPV.0105 Special 14. Landscape Wall - McCarthy Drive Northeast (North)	LS	LUMP SUM	;
0614	SPV.0165 Special 01. Concrete Median Sloped Nose SHES	180.000 SF	·	
0616	SPV.0180 Special 01. 2-Inch Insulation	34.000 SY		
0618	SPV.0180 Special 02. Concrete Pavement SHES 8- Inch	30.000 SY	·	
0620	SPV.0200 Special 01. Sanitary Manhole	15.770 VF		
0622	209.2100 Backfill Granular Grade 2	19.000 CY	;	
0624	460.6223 HMA Pavement 3 MT 58-28 S	720.000 TON	<u></u>	
0626	460.6224 HMA Pavement 4 MT 58-28 S	460.000 TON	·	
	Section: 000	)1	Total:	. <u></u> .

Total Bid:

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