HIGHWAY WORK PROPOSAL

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

COUNTY	STATE PROJECT	FEDERAL	PROJECT DESCRIPTION	<u>HIGHWAY</u>
St Croix	8949-04-61	WISC 2019822	Baldwin - Menomonie; USH 63 To STH 128	USH 012
St Croix	8949-04-64	WISC 2019823	Baldwin - Menomonie; Union Pacific RR Bridge B-55-0075	USH 012
St Croix	8949-04-70 ADDE	WISC 2019824	Baldwin - Menomonie; USH 63 To STH 128	USH 012
St Croix	ATTACHED	VISC 2019825	Baldwin - Menomonie; STH 128 Intersection	USH 012

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	
Contract Completion Time June 30, 2021	NOT FOR BIDDING PURPOSES	
Assigned Disadvantaged Business Enterprise Goal 5%	This contract is exempt from federal oversight.	

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

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

Subscribed and sworn to before me this date

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

For Department Use Only

Excavation, Base, HMA Pavement, Curb and Gutter, Beam Guard, Pavement Marking, Signs, Bridge Construction

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 ExpressTM 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.

⁽⁴⁾ Interested parties can subscribe to the Bid ExpressTM 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, 4th 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 ExpressTM web site.
 - 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 - 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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 ExpressTM web site reflecting the latest addenda posted on the department's web site at: https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

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

⁽²⁾ Staple an 8 1/2 by 11 inch printout of the Expedite[™] 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[™] 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 ExpediteTM 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 ExpediteTM generated schedule of items is not the same on each page.
 - 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

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

C Waiver of Electronic Submittal

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

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions Table of Contents

	Article Description	Page #
1.	General	2
2.	Scope of Work	2
3.	Prosecution and Progress	2
4.	Traffic	4
5.	Holiday Work Restrictions	5
6.	Utilities	5
7.	Other Contracts	7
8.	Railroad Insurance and Coordination - Union Pacific Railway Company	7
9.	Railroad Insurance and Coordination - Wisconsin Central Ltd (CN).	8
10.	Information to Bidders, WPDES General Construction Storm Water Discharge Permit	9
11.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit	10
12.	Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.	10
13.	Debris Containment B-55-0075, Item 203.0225.S.	10
14.	HMA Cold Weather Paving	11
15.	HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item 460.0105.S; HMA Percent Within Limits (PWL) Test Strip Density Item 460.0110.S	11
16.	HMA Pavement Percent Within Limits (PWL) QMP	16
17.	Appendix A	23
18.	Expansion Device, B-55-75	27
19.	Cleaning Decks to Reapply Concrete Masonry Overlay, Item 509.0505.S.	28
20.	Removing Concrete Masonry Deck Overlay B-55-75, Item 509.9005.S.	29
21.	Cleaning Parapets, Item 509.9050.S	29
22.	Removing Signs Type II, Item 638.2602	30
23.	Locating No-Passing Zones, Item 648.0100	30
24.	Remove and Salvage Solar Powered Flasher System, Item SPV.0060.01.	31
25.	Install State-Furnished Solar Powered Flasher System, Item SPV.0060.02	31

STSP'S Revised June 18, 2019 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 8949-04-61 Baldwin to Menomonie, USH 63 to STH 128, USH 12, Project 8949-04-64 Baldwin to Menomonie, Union Pacific RR Bridge B-55-0075, USH 12, Project 8949-04-70 Baldwin to Menomonie, USH 63 to STH 128 and Project 8949-05-73 Baldwin to Menomonie, STH 128 Intersection, USH 12, all projects in St. Croix 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 milling, excavation common, select crushed material, base aggregate dense, HMA pavement, guard rail, bar steel reinforcement, concrete masonry - bridges 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.

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

Provide the time frame for construction of the projects within the 2020 and 2021 construction seasons 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.

Pave milled surfaces within 72 hours of milling operations unless adverse weather prevents placement of the asphalt. In the event of adverse weather, resume placement of the asphalt as soon as conditions permit.

Projects 8949-04-61, 8949-04-64, and 8949-04-70:

Complete all work under Projects 8949-04-61, 8949-04-64 and 8949-04-70 during the 2020 construction season by September 30, 2020.

Project 8949-05-73

Complete all work under Project 8949-05-73 during the 2021 construction season between June 1, 2021 and June 30, 2021.

Winter Shutdown

Winter shutdown will commence when all contract work required under Projects 8949-04-61, 8949-04-64 and 8949-04-70 for the interim completion date of September 30, 2020 has been completed. Do not begin work on Project 8949-05-73 until June 1, 2021 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned start of construction in 2021. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Interim Liquidated Damages for Project 8949-04-61, 8949-04-64, and 8949-04-70

Supplement standard spec 108.11 as follows:

If the contractor fails to complete all work on Projects 8949-04-61, 8949-04-64 and 8949-04-70 by 12:01 AM October 1, 2020 the department will assess the contractor \$1875 in interim liquidated damages for each calendar day contract work remains incomplete beyond 12:01 AM October 1, 2020. An entire calendar day will be charged for any period of time within a calendar day beyond 12:01 AM.

Interim Liquidated Damages for Project 8949-05-73

Within the time frame of Project 8949-05-73, close STH 128 and USH 12 to traffic for a maximum of 21 consecutive calendar days. Do not reopen until completing the following work: earthwork, mainline and shoulder pavement, guardrail, permanent signing and pavement markings.

If the contractor requests, and is approved by the engineer, the roadway may be allowed to be reopened after the lower two lifts of pavement with temporary traffic control. If requested, the contractor shall provide the department a temporary traffic control plan for review and approval prior to being allowed to open to traffic. All traffic control required for this work would be incidental to the contract.

If the contractor fails to complete the work necessary to reopen STH 128 and USH 12 to traffic within 21 calendar days, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

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

Northern Long-eared Bat (Myotis septentrionalis)

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

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

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

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

Fish Spawning

There shall be no instream disturbance of tributaries to trout streams (Rush River, Carr Creek and the Eau Calle River) as a result of construction activity under or for this contract, from September 15 to May 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish.

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

Migratory Birds

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

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Debris Containment B-55-0075.

0074 (20090901)

Bald Eagle

Per US Fish and Wildlife guidelines, human activity should be avoided from January 15 to July 30 within 660 feet of an active Bald Eagle nest.

4. Traffic.

8949-04-61 and 8949-04-70

Construct USH 12 and side roads using single lane closure, moving operations with flaggers. Maintain side road cross traffic access.

Replace the culvert at Station 40+70 and place concrete curb and gutter utilizing Traffic Control, Lane Closure with Flagging Operation. Replace beam guard utilizing shoulder closures. Maintain a minimum 12-foot width (11-foot travel width with a 1-foot buffer width) for traffic adjacent to the shoulder closure.

Maintain emergency access to the project area at all times. Keep all private entrances and field entrances accessible at all times other than temporarily for milling and paving operations, or with approval of the engineer and notification of the property owner 48 hours in advance of closing access. Coordinate the construction schedule with local emergency service providers to assure that emergency personnel are aware of local roadways affected by the construction work. Provide a 24 hour a day contact and phone number for local EMS and St Croix Co. Highway Department for traffic incidents.

<u>8949-04-64</u>

Complete rehabilitation work on B-55-0075 one half at a time. Maintain one lane of traffic utilizing temporary signals.

8949-05-73

The intersection of USH 12 and STH 128 will be Closed to All Traffic during construction. USH 12 traffic will be detoured around the intersection along IH 94 using USH 63 at the west end and STH 25 at the east end. STH 128 traffic will be detoured around the intersection along STH 79 using STH 170 at the north end and IH 94 at the south end.

Wisconsin Lane Closure System Advance Notification

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

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 12 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 22, 2020 to 6:00 AM Tuesday, May 26, 2020 for Memorial Day;
- From noon Thursday, July 2, 2020 to 6:00 AM Monday, July 6, 2020 for Independence Day;
- From noon Wednesday, July 15, 2020 to 6:00 AM Monday, July 20, 2020 for St. Croix County Fair;
- From noon Friday, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day;
- From noon Friday, May 28, 2021 to 6:00 AM Tuesday, June 1, 2021 for Memorial Day;
- From noon Friday, July 2, 2021 to 6:00 AM Monday, July 5, 2021 for Independence Day;
- From noon Wednesday, July 14, 2021 to 6:00 AM Monday, July 19, 2021 for St. Croix County Fair;

- From noon Friday, September 3, 2021 to 6:00 AM Tuesday, September 7, 2021 for Labor Day.

stp-107-005 (20181119)

6. Utilities.

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

stp-107-065 (20080501)

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

Project 8949-04-61 and Project 8949-04-70

Baldwin Telecom Inc. (Communication) has underground fiber optic along the north side of USH 12 throughout the corridor, typically 5 feet off the right-of-way and buried 48 to 60-inches below grade. No conflicts are anticipated.

Village of Baldwin (Sewer) has a 6-inch sewer facility under 6th Avenue and along the east side of USH 12 between the two junctions of 6th Avenue. There is an existing manhole in the southeast quadrant of the intersection of USH 12 and the west junction of 6th Avenue. Contact John Traxler at (715) 684-2535 at the village of Baldwin 7 working days prior to paving with proposed grades. Baldwin will adjust manhole casting accordingly prior to paving, anticipated to take one working day.

Dairyland Power Cooperative (Electricity) has overhead electric facilities crossing USH 12 near Stations 44+00 and 63+00. No conflicts are anticipated.

We Energies (Gas/Petroleum) has a 3-inch underground gas facility that runs along the south side of USH 12 at the west junction of 6th Avenue and a 3-inch line that runs along the east side of 6th Avenue. Prior to construction, these facilities will be replaced with 4-inch pipes and relocated to the south and east to avoid conflict with the reconstruction of the southeast quadrant of the intersection of USH 12 and 6th Avenue.

West Wisconsin Telcom (Communication) has underground fiber optic facilities on the south side of USH 12 crossing STH 128 at approximately Station 6+50. The roadway will be lowered at this location, but there will still be at least five feet of clearance above the cable. No conflicts are anticipated.

Xcel Energy (Electricity-Transmission) has one 161kV transmission line crossing USH 12 at approximately Station 190+90. No conflicts are anticipated.

Xcel Energy (Electricity) has overhead facilities crossing USH 12 at the intersection with the west junction of 6th Avenue, along the north side of USH 12 between Stations 184+00 and 191+00 where the beam guard is being replaced and crossing the south leg of STH 128. Xcel Energy will install line guard as visual for contractor at any of these locations upon request. No conflicts are anticipated.

Project 8949-04-64

Sprint (Communication) has underground fiber optic facilities along the west side of the Union Pacific Railway crossing under USH 12. No conflicts are anticipated.

Windstream (Communication) has underground fiber optic facilities along the Union Pacific Railway crossing under USH 12. No conflicts are anticipated.

Project 8949-05-73

West Wisconsin Telcom Cooperative (Communication) has underground fiber optic facilities on the south side of USH 12 crossing STH 128 at approximately Station 6+50. The roadway will be lowered at this location, but there will still be at least five feet of clearance above the cable. No conflicts are anticipated.

Xcel Energy (Electricity) has overhead facilities crossing USH 12 at the intersection of the south leg of STH 128. Xcel Energy will install line guard as visual for contractor at any of these locations upon request. No conflicts are anticipated.

7. Other Contracts

The department plans to contract for additional work in 2021 that will affect the detour route scheduled for Project 8949-05-73.

The location of the additional work is on STH 170; construction Project 8630-03-82. This additional work has a detour route for the reconstruction of STH 170 / STH 79 north intersection which requires use of STH 128 and USH 12.

8. Railroad Insurance and Coordination - Union Pacific Railway Company.

A Description

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

A.1 Railroad Insurance Requirements

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

Notify evidence of the required coverage, and duration to David C. LaPlante, Senior Manager-Real Estate-Special and Public Projects, 1400 Douglas St. STOP 1690, Omaha, NE 68179; Telephone: (402) 544-8563; E-mail: <u>dclaplante@up.com</u>.

Also send a copy to the following: Anna Davey, NW and NC Region Railroad Coordinator; 1701 N 4th Street, Superior, WI 54880; Telephone (715) 392-7960; E-mail: <u>anna.davey@dot.wi.gov.</u>

Include the following information on the insurance document:

- Project ID: 8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73
- Work Performed: Bridge Rehab and detour signing

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	USH 12	Woodville, WI	183874H	Altoona	45.26
2	STH 128	Wilson, WI	1838795	Altoona	49.62
3	USH 63	Baldwin, WI	183863V	Altoona	38.81
4	STH 79	Menomonie, WI	183906L	Altoona	61.28

A.2 Train Operation

#	Passenger Train Volume	Passenger Train Speed	Freight Train Volume	Freight Train Speed	Frequency	Switch Train Comment*
1	0	0	6	50	Daily	No switch trains
2	0	0	6	50	Daily	No switch trains
3	0	0	6	50	Daily	No switch trains
4	0	0	6	50	Daily	No switch trains

* Switch trains are in addition to freight and passenger trains.

A.3 Names and Addresses of Railroad Representatives for Consultation and Coordination

Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 544-5131; E-mail <u>ctkeckei@up.com</u> or Richard Ellison, Project coordinator, 207 Powell Avenue, Labadie, MO, 63055; Telephone (847) 323-7197; E-mail <u>richardellison@up.com</u> for consultation on railroad requirements during construction.

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

Flagging Contact

See Construction Contact. If more than 30 days of flagging is required contact UP 30 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the UP Call Before You Dig line at (800) 336-9193 at least five working days before the locate is needed. Normal business hours are 6:30 AM to 6:30 PM, Central Time, Monday through Friday, except holidays and are subject to change. Calls will be routed at all times in case of an emergency. Reference the Wisconsin Milepost and Subdivision located in A.1.

UP will only locate railroad owned cable buried in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

stp-107-026 (20190506)

9. Railroad Insurance and Coordination - Wisconsin Central Ltd (CN).

A Description

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd (CN) property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin Central Ltd and Its Parents (CN).

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works; 3192 S. Pokegama Road, Superior, WI 54880; Telephone (715) 345-2503; E-mail: <u>Jackie.macewicz@cn.ca</u>.

Also send a copy to the following: Anna Davey, NW and NC Region Railroad Coordinator; 1701 N 4th Street, Superior, WI 54880; Telephone (715) 392-7960; E-mail: <u>anna.davey@dot.wi.gov</u>.

Include the following information on the insurance document:

- Project ID: 8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73
- Work Performed: Signing on detour route

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	Center Street	Boyceville, WI	692993W	Minneapolis	386.18
2	STH 79	Boyceville, WI	692991H	Minneapolis	385.93

#	Passenger Train Volume	Passenger Train Speed	Freight Train Volume	Freight Train Speed	Frequency	Switch Train Comment*
1	0	0	3	40	Daily	There are switch trains in addition to through trains
2	0	0	3	40	Daily	There are switch trains in addition to through trains

* Switch trains are in addition to freight and passenger trains.

A.3 Names and Addresses of Railroad Representatives for Consultation and Coordination

Construction Contact

Jackie Macewicz, Manager Public Works; 3192 S. Pokegama Road, Superior, WI 54880; Telephone (715) 345-2503; E-mail <u>jackie.macewicz@cn.ca</u> for consultation on railroad requirements during construction.

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

Flagging Contact

Submit by US Mail a "Request for Flagging Services and Cable Location" form with prepayment to: Flagging-US, 17641 South Ashland Avenue, Homewood, IL 60430; <u>Flagging_US@CN.CA</u>. The form can be obtained at:

http://www.cn.ca/en/safety/employees/contractors-erailsafe/utility-installations

Requests for flagging and cable locates can take up to five business days after the railroad receives the paperwork. Reference the Wisconsin Milepost and Subdivision located in A.1. Advise Wisconsin Central Ltd (CN) that the flagging services are to be billed at the rate for a public highway project.

Cable Locate Contact

In addition to contacting Diggers Hotline, follow the procedure listed under Flagging Contact.

Wisconsin Central Ltd (CN) will only locate railroad owned facilities buried in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

stp-107-026 (20190506)

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Tyler Rongstad at (715) 461-0372. Post the permit in a conspicuous place at the construction site.

11. 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 Tyler Rongstad at (715) 461-0372.

stp-107-054 (20080901)

12. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.

John Roelke, License Number ALL-119523, inspected Structure B-55-0075 for asbestos on December 17, 2017. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Tyler Rongstad, WisDOT NW Region Eau Claire, WI at (715) 461-0372.

stp-107-127 (20120615)

13. Debris Containment B-55-0075, Item 203.0225.S.

A Description

This special provision describes providing a containment system to prevent debris from structure removal, reconstruction, or other construction operations from falling onto facilities located under the structure. Using this containment system does not relieve the contractor of requirements under standard spec 107.17 and standard spec 107.19 or requirements under a US Army Corps of Engineers Section 404 Permit.

B (Vacant)

C Construction

Before starting work, submit a debris containment plan to the engineer for review. Incorporate engineerrequested modifications. Do not start work over Union Pacific Railway Company until the engineer approves the debris containment plan.

Maintain adequate protection throughout construction for people and property within the potential fall zone. Install a containment system that maintains existing vertical clearance to the facilities below and is capable of protecting underlying facilities from falling construction debris before beginning deck repair, parapet removal, or other operations that may generate debris.

At least 15 working days before conducting potential debris generating operations, contact the following owners or lessees:

- 1. Anna Davey, NW and NC Region Railroad Coordinator; 1701 N 4th Street, Superior, WI 54880; Telephone (715) 392-7960; E-mail: <u>anna.davey@dot.wi.gov.</u>
- 2. Use contacts referenced in Railroad Insurance and Coordination article for notifying railroad.

Upon completion of the work or when directed by the engineer, remove the debris containment system.

D Measurement

The department will measure Debris Containment B-55-0075 as a single lump sum unit of work for each structure, 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
203.0225.S	Debris Containment B-55-0075	LS

Payment for Debris Containment is full compensation supplying a debris containment plan; and for furnishing, installing, maintaining, and removing a debris containment system.

stp-203-010 (20190618)

14. HMA Cold Weather Paving.

Remove and replace standard spec 450.5.2 with the following:

The department will not pay separately for HMA Cold Weather Paving. Should cold weather paving be required per standard spec 450.3.2.1.2, it will be considered incidental to the HMA Pavement items.

15. HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item 460.0105.S; HMA Percent Within Limits (PWL) Test Strip Density Item 460.0110.S.

A Description

This special provision describes the Hot Mix Asphalt (HMA) density and volumetric testing tolerances required for an HMA test strip. An HMA test strip is required for contracts constructed under HMA Percent Within Limits (PWL) QMP. A density test strip is required for each pavement layer placed over a specific, uniform underlying material, unless specified otherwise in the plans. Each contract is restricted to a single mix design per mix type per layer (e.g., upper layer and lower layer may have different mix type specified or may have the same mix type with different mix designs). Each mix design requires a separate test strip. Density and volumetrics testing will be conducted on the same test strip whenever possible.

Perform work according to standard spec 460 and as follows.

B Materials

Use materials conforming to HMA Pavement Percent Within Limits (PWL) QMP special provision.

C Construction

C.1 Test Strip

Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. If the contractor fails to begin paving within 2 hours of the submitted start time, the test strip is delayed, and the department will assess the contractor \$2,000 for each instance according to Section E of this document. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

On the first day of production for a test strip, produce approximately 750 tons of HMA. (Note: adjust tonnage to accommodate natural break points in the project.) Locate test strips in a section of the roadway to allow a representative rolling pattern (i.e. not a ramp or shoulder, etc.).

C.1.1 Sampling and Testing Intervals

C.1.1.1 Volumetrics

Laboratory testing will be conducted from a split sample yielding three components, with portions designated for QC (quality control), QV (quality verification), and retained.

During production for the test strip, obtain sufficient HMA mixture for three-part split samples from trucks prior to departure from the plant. Collect three split samples during the production of test strip material. Perform sampling from the truck box and three-part splitting of HMA according to CMM 8-36. These three samples will be randomly selected by the engineer from each *third* of the test strip tonnage (T), excluding the first 50 tons:

Sample Number	Production Interval (tons)
<u>1</u>	50 to $\frac{T}{3}$
<u>2</u>	$\frac{T}{3}$ to $\frac{2T}{3}$
<u>3</u>	$\frac{2T}{3}$ to T

C.1.1.2 Density

Required field tests include contractor QC and department QV nuclear density gauge tests and pavement coring at ten individual locations (five in each half of the test strip length) according to Appendix A: *Test Methods and Sampling for HMA PWL QMP Projects*. Both QV and QC teams shall have two nuclear density gauges present for correlation at the time the test strip is constructed. QC and QV teams may wish to scan with additional gauges at the locations detailed in Appendix A, as only gauges used during the test strip correlation phase will be allowed.

C.1.2 Field Tests

C.1.2.1 Density

A gauge comparison according to CMM 8-15.7 shall be completed prior to the day of test strip construction. Daily standardization of gauges on reference blocks and a project reference site shall be performed according to CMM 8-15.8. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer; therefore, a separate value shall be determined for each layer of each mix placed over a differing underlying material for the contract. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

The contractor is responsible for coring the pavement from the footprint of the density tests and filling core holes according to Appendix A. Coring and filling of pavement core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Testing of cores shall be conducted by the contractor and witnessed by department personnel. The contractor is responsible for drying the cores following testing. The department will take possession of cores following laboratory testing and will be responsible for any verification testing at the discretion of the engineer.

The target maximum density to be used in determining core density is the average of the three volumetric/mix Gmm values from the test strip multiplied by 62.24 lb/ft³. In the event mix and density portions of the test strip procedure are separated, or if an additional density test strip is required, the mix portion must be conducted prior to density determination. The target maximum density to determine core densities shall then be the Gmm four-test running average (or three-test average from a PWL volumetric-only test strip) from the end of the previous day's production multiplied by 62.24 lb/ft³. If no PWL production volumetric test is to be taken in a density-only test strip, a non-random three-part split mix sample will be taken and tested for Gmm by the department representative. The department Gmm test results from this non-random test will be entered in the HMA PWL Test Strip Spreadsheet and must conform to the Acceptance Limits presented in C.2.1.

Exclusions such as shoulders and appurtenances shall be tested and reported according to CMM 8-15. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3. No density incentive or disincentive will be applied to shoulders or appurtenances. However, unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 8-15.11.

C.1.3 Laboratory Tests

C.1.3.1 Volumetrics

Obtain random samples according to C.1.1.1 and Appendix A. Perform tests the same day as taking the sample.

Theoretical maximum specific gravities of each mixture sample will be obtained according to AASHTO T 209. Bulk specific gravities of both gyratory compacted samples and field cores shall be determined according to AASHTO T 166. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for each QC and QV nuclear density gauge. The correction factor will be used throughout the remainder of the layer.

C.2 Acceptance

C.2.1 Volumetrics

Produce mix conforming to the following limits based on individual QC and QV test results (tolerances based on most recent JMF):

ITEM	ACCEPTANCE LIMITS
Percent passing given sieve:	
37.5-mm	+/- 8.0
25.0-mm	+/- 8.0
19.0-mm	+/- 7.5
12.5-mm	+/- 7.5
9.5-mm	+/- 7.5
2.36-mm	+/- 7.0
75-µm	+/- 3.0
Asphaltic content in percent ^[1]	- 0.5
Air Voids	-1.5 & +2.0
VMA in percent ^[2]	- 1.0
Maximum specific gravity	+/- 0.024

^[1] Asphalt content more than -0.5% below the JMF will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to WisDOT Modified ASTM D8159.

^[2] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in <u>table 460-1</u>.

QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.

Calculation of air voids shall use either the QC, QV, or retained split sample test results, as identified by conducting the paired t-test with the WisDOT PWL Test Strip Spreadsheet.

If QC and QV test results do not correlate as determined by the split sample comparison, the retained split sample will be tested by the department's AASHTO accredited laboratory and HTCP certified personnel as a referee test. Additional investigation shall be conducted to identify the source of the difference between QC and QV data. Referee data will be used to determine material conformance and pay.

C.2.2 Density

Compact all layers of test strip HMA mixture to the applicable density shown in the following table:

	MIXTURE TYPE		
LAYER	LT & MT	HT	
LOWER	93.0 ^[2]	93.0 ^[3]	
UPPER	93.0	93.0	

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

^[1] If any individual core 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 per CMM 8-15.11.

^[2] Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[3] Minimum reduced by 1.0 percent for lower layer constructed directly on crushed aggregate or recycled base courses.

Nuclear density gauges are acceptable for use on the project only if correlation is completed for that gauge during the time of the test strip and the department issues documentation of acceptance stating the correlation offset value specific to the gauge and mix design. The offset is not to be entered into any nuclear density gauge as it will be applied by the department-furnished Field Density Worksheet.

C.2.3 Test Strip Approval and Material Conformance

All applicable laboratory and field testing associated with a test strip shall be completed prior to any additional mainline placement of the mix. All test reports shall be submitted to the department upon completion and approved before paving resumes. The department will notify the contractor within 24 hours from start of test strip regarding approval to proceed with paving, unless an alternate time frame is agreed upon in writing with the department. The 24-hour approval time includes only working days as defined in standard spec 101.3.

The department will evaluate material conformance and make pay adjustments based on the PWL value of air voids and density for the test strip. The QC core densities and QC and QV mix results will be used to determine the PWL values as calculated according to Appendix A.

The PWL values for air voids and density shall be calculated after determining core densities. An approved test strip is defined as the individual PWL values for air voids and density both being equal to or greater than 75, mixture volumetric properties conforming to the limits specified in C.2.1, and an acceptable gauge-to-core correlation. Further clarification on PWL test strip approval and appropriate post-test strip actions are shown in the following table:

PWL Value for Air Voids and Density	Test Strip Approval	Material Conformance	Post-Test Strip Action
Both PWL ≥ 75	Approved ¹	Material paid for according to Section E.	Proceed with Production
50 ≤ Either PWL < 75	Not Approved	Material paid for according to Section E.	Consult BTS to determine need for additional test strip.
Either PWL < 50	Not Approved	Unacceptable material removed and replaced or paid for at 50% of the contract unit price according to Section E.	Construct additional Volumetrics or Density test strip as necessary.

PWL	Test Strip Approv	val and Material	Conformance Criteria
-----	-------------------	------------------	----------------------

¹ In addition to these PWL criteria, mixture volumetric properties must conform to the limits specified in C.2.1, split sample comparison must have a passing result and an acceptable gauge-to-core correlation must be completed.

A maximum of two test strips will be allowed to remain in place per pavement layer per contract. If material is removed, a new test strip shall replace the previous one at no additional cost to the department. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor \$2,000 for the additional test strip according to Section E of this special provision. For simultaneously conducted density and volumetric test strip components, the following must be achieved:

- i. Passing/Resolution of Split Sample Comparison
- ii. Volumetrics/mix PWL value ≥ 75
- iii. Density PWL value ≥ 75
- iv. Acceptable correlation

If not conducted simultaneously, the mix portion of a test strip must accomplish (i) and (ii), while density must accomplish (iii) and (iv). If any applicable criteria are not achieved for a given test strip, the engineer, with authorization from the department's Bureau of Technical Services, will direct an additional test strip (or alternate plan approved by the department) be conducted to prove the criteria can be met prior to

additional paving of that mix. For a density-only test strip, determination of mix conformance will be according to main production, i.e., HMA Pavement Percent Within Limits (PWL) QMP special provision.

D Measurement

The department will measure HMA Percent Within Limits (PWL) Test Strip as each unit of work, acceptably completed. as passing the required air void, VMA, asphalt content, gradation, and density correlation for a Test Strip. Material quantities shall be determined according to standard spec 450.4 and detailed here within.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
460.0105.S	HMA Percent Within Limits (PWL) Test Strip Volumetrics	EACH
460.0110.S	HMA Percent Within Limits (PWL) Test Strip Density	EACH

These items are intended to compensate the contractor for the construction of the test strip for contracts paved under the HMA Pavement Percent Within Limits QMP article.

Payment for HMA Percent Within Limits (PWL) Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing; for proper labeling, handling, and retention of split samples.

Payment for HMA Percent Within Limits (PWL) Test Strip Density is full compensation for collecting and measuring of pavement cores, acceptably filling core holes, providing of nuclear gauges and operator(s), and all other work associated with completion of a core-to-gauge correlation, as directed by the engineer.

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in C.1 of this document, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

Pay adjustment will be calculated using 65 dollars per ton of HMA pavement. The department will pay for measured quantities of mix based on \$65/ton multiplied by the following pay adjustment:

PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY

PERCENT WITHIN LIMITS	PAYMENT FACTOR, PF
(PWL)	(percent of \$65/ton)
≥ 90 to 100	PF = ((PWL – 90) * 0.4) + 100
<u>></u> 50 to < 90	(PWL * 0.5) + 55
<50	50%[1]

where, PF is calculated per air voids and density, denoted PFair voids & PFdensity

^[1] Material resulting in PWL value less than 50 shall be removed and replaced, unless the engineer allows for such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density will be according to Table 460-3 as modified herein. Pay adjustment will be determined for an acceptably completed test strip and will be computed as shown in the following equation:

Pay Adjustment = (PF-100)/100 x (WP) x (tonnage) x (\$65/ton)*

*Note: If Pay Factor <50, the contract unit price will be used in lieu of \$65/ton

The following weighted percentage (WP) values will be used for the corresponding parameter:

Parameter	WP
Air Voids	0.5
Density	0.5

Individual Pay Factors for each air voids (PF_{air voids}) and density (PF_{density}) will be determined. PF_{air voids} will be multiplied by the total tonnage produced (i.e., from truck tickets), and PF_{density} will be multiplied by the calculated tonnage used to pave the mainline only (i.e., traffic lane excluding shoulder) as determined according to Appendix A.

The department will pay incentive for air voids under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
460.2005	Incentive Density PWL HMA Pavement	DOL
460.2010	Incentive Air Voids HMA Pavement	DOL

The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.

stp-460-040 (20181119)

16. HMA Pavement Percent Within Limits (PWL) QMP.

A Description

This special provision describes percent within limits (PWL) pay determination, providing and maintaining a contractor Quality Control (QC) Program, department Quality Verification (QV) Program, required sampling and testing, dispute resolution, corrective action, pavement density, and payment for HMA pavements. Pay is determined by statistical analysis performed on contractor and department test results conducted according to the Quality Management Program (QMP) as specified in standard spec 460, except as modified below.

B Materials

Conform to the requirements of standard spec 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each HMA mixture type per layer required for the contract, unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip according to HMA Pavement Percent Within Limits (PWL) QMP Test Strip Volumetrics and HMA Pavement Percent Within Limits (PWL) QMP Test strip according to the department.

Replace standard spec 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater with the following:

460.2.8.2.1.3.1 Contracts under Percent within Limits

⁽¹⁾ Furnish and maintain a laboratory at the plant site fully equipped for performing contractor QC testing. Have the laboratory on-site and operational before beginning mixture production.

⁽²⁾ Obtain random samples and perform tests according to this special provision and further defined in Appendix A: *Test Methods & Sampling for HMA PWL QMP Projects*. Obtain HMA mixture samples from trucks at the plant. For the sublot in which a QV sample is collected, discard the QC sample and test a split of the QV sample.

⁽³⁾ Perform sampling from the truck box and three-part splitting of HMA samples according to CMM 8-36. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield three splits for all random sampling per sublot. All QC samples shall provide the following: QC, QV, and Retained. The contractor shall take possession and test the QC portions. The department will observe the splitting and take possession of the samples intended for QV testing (i.e., QV portion from each sample) and the Retained portions. Additional sampling details are found in Appendix A. Label samples according to CMM 8-36. Additional handling instructions for retained samples are found in CMM 8-36. ⁽⁴⁾ Use the test methods identified below to perform the following tests at a frequency greater than or equal to that indicated:

- Blended aggregate gradations according to AASHTO T 30
- Asphalt content (AC) in percent determined by ignition oven method according to AASHTO T 308 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.
- Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166.
- Maximum specific gravity (Gmm) according to AASHTO T 209.
- Air voids (V_a) by calculation according to AASHTO T 269.
- Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R35.

⁽⁵⁾ Lot size shall consist of 3750 tons with sublots of 750 tons. Test each design mixture at a frequency of 1 test per 750 tons of mixture type produced and placed as part of the contract. Add a random sample for any fraction of 750 tons at the end of production for a specific mixture design. Partial lots with less than three sublot tests will be included into the previous lot for data analysis and pay adjustment. Volumetric lots will include all tonnage of mixture type under specified bid item unless otherwise specified in the plan.

⁽⁶⁾ Conduct field tensile strength ratio tests according to AASHTO T283, without freeze-thaw conditioning cycles, on each qualifying mixture according to CMM 8-36.6.14. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5,000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are below the spec limit, notify the engineer. The engineer and contractor will jointly determine a corrective action.

Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6.

Replace standard spec 460.2.8.2.1.7 Corrective Action with the following:

460.2.8.2.1.7 Corrective Action

⁽¹⁾ Material must conform to the following action and acceptance limits based on individual QC and QV test results (tolerances relative to the JMF used on the PWL Test Strip):

ITEM	ACTION LIMITS	ACCEPTANCE LIMITS
Percent passing given sieve:		
37.5-mm	+/- 8.0	
25.0-mm	+/- 8.0	
19.0-mm	+/- 7.5	
12.5-mm	+/- 7.5	
9.5-mm	+/- 7.5	
2.36-mm	+/- 7.0	
75-µm	+/- 3.0	
AC in percent ^[1]	-0.3	-0.5
Va		- 1.5 & +2.0
VMA in percent ^[2]	- 0.5	-1.0

^[1] The department will not adjust pay based on QC AC in percent test results; however corrective action will be applied to nonconforming material according to 460.2.8.2.1.7(3) as modified herein. ^[2] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

⁽²⁾ QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.

⁽³⁾ Notify the engineer if any individual test result falls outside the action limits, investigate the cause and take corrective action to return to within action limits. If two consecutive test results fall outside the action limits, stop production. Production may not resume until approved by the engineer. Additional QV samples may be collected upon resuming production, at the discretion of the engineer.

⁽⁴⁾ For any additional tests outside the random number testing conducted for volumetrics, the data collected will not be entered into PWL calculations. Additional QV tests must meet acceptance limits or be subject to production stop and/or remove and replace.

⁽⁵⁾ Remove and replace unacceptable material at no additional expense to the department. Unacceptable material is defined as any individual QC or QV tests results outside the acceptance limits or a PWL value < 50. The engineer may allow such material to remain in place with a price reduction. The department will pay for such HMA Pavement allowed to remain in place at 50 percent of the contract unit price.

Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:

460.2.8.3.1.2 Personnel Requirements

⁽¹⁾ The department will provide at least one HTCP-certified Transportation Materials Sampling (TMS) Technician, to observe QV sampling of HMA mixtures.

⁽²⁾ Under departmental observation, a contractor TMS technician shall collect and split samples.

⁽³⁾ A department HTCP-certified Hot Mix Asphalt, Technician I, Production Tester (HMA-IPT) technician will ensure that all sampling is performed correctly and conduct testing, analyze test results, and report resulting data.

⁽⁴⁾ The department will make an organizational chart available to the contractor before mixture production begins. The organizational chart will include names, telephone numbers, and current certifications of all QV testing personnel. The department will update the chart with appropriate changes, as they become effective.

Replace standard spec 460.2.8.3.1.4 Department Verification Testing Requirements with the following:

460.2.8.3.1.4 Department Verification Testing Requirements

⁽¹⁾ HTCP-certified department personnel will obtain QV random samples by directly supervising HTCPcertified contractor personnel sampling from trucks at the plant. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield three splits for all random sampling per sublot. All QV samples shall furnish the following: QC, QV, and Retained. The department will observe the splitting and take possession of the samples intended for QV testing (i.e., QV portion from each sample) and the Retained portions. The department will take possession of retained samples accumulated to date each day QV samples are collected. The department will retain samples until surpassing the analysis window of up to 5 lots, as defined in 460.2.8.3.1.7(2) of this special provision. Additional sampling details are found in Appendix A.

⁽²⁾ The department will verify product quality using the test methods specified here in 460.2.8.3.1.4(3). The department will identify test methods before construction starts and use only those methods during production of that material unless the engineer and contractor mutually agree otherwise.

⁽³⁾ The department will perform all testing conforming to the following standards:

- Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166.
- Maximum specific gravity (Gmm) according to AASHTO T 209.
- Air voids (Va) by calculation according to AASHTO T 269.
- Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R 35.
- Asphalt Content (AC) in percent determined by ignition oven method according to AASHTO T 308 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.

⁽⁴⁾ The department will randomly test each design mixture at the minimum frequency of one test for each lot.

Delete standard spec 460.2.8.3.1.6.

460.2.8.3.1.7 Data Analysis for Volumetrics

⁽¹⁾ Analysis of test data for pay determination will be contingent upon QC and QV test results. Statistical analysis will be conducted on Gmm and Gmb test results for calculation of Va. If either Gmm or Gmb analysis results in non-comparable data as described in 460.2.8.3.1.7(2), subsequent testing will be performed for both parameters as detailed in the following paragraph.

⁽²⁾ The engineer, upon completion of the first 3 lots, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. Additional comparisons incorporating the first 3 lots of data will be performed following completion of the 4th and 5th lots (i.e., lots 1-3, 1-4, and 1-5). A rolling window of 5 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-6, then lots 3-7, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025. If the F- and t-tests report comparable data, the QC and QV data sets are determined to be statistically similar and QC data will be used to calculate the Va used in PWL and pay adjustment calculations. If the F- and t-tests result in non-comparable data, proceed to the *dispute resolution* steps found below. Note: if both QC and QV Va PWL result in a pay adjustment of 102% or greater, dispute resolution testing will not be conducted. Dispute resolution via further investigation is as follows:

^[1] The Retained portion of the split from the most recent lot in the analysis window (specifically the sublot identifying that variances or means do not compare) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel. If the non-comparison occurs following Lot 3, 4, or 5, all previous lots are subject to referee testing. Referee test results will replace the QV data of the sublot(s).

^[2] Statistical analysis will be conducted with referee test results replacing QV results.

- i. If the F- and t-tests indicate variances and means compare, no further testing is required for the lot and QC data will be used for PWL and pay factor/adjustment calculations.
- ii. If the F- and t-tests indicate non-comparable variances or means, the Retained portion of the random QC sample will be tested by the department's regional lab for the remaining 4 sublots of the lot which the F- and t- tests indicate non-comparable datasets. The department's regional lab and the referee test results will be used for PWL and pay factor/adjustment calculations. Upon the second instance of non-comparable variance or means and for every instance thereafter, the department will assess a pay reduction for the additional testing of the remaining 4 sublots at \$2,000/lot under the HMA Regional Lab Testing administrative item.

^[3] The contractor may choose to dispute the regional test results on a lot basis. In this event, the retained portion of each sublot will be referee tested by the department's AASHTO accredited laboratory and certified personnel. The referee Gmm and Gmb test results will supersede the regional lab results for the disputed lot.

- i. If referee testing results in an increased calculated pay factor, the department will pay for the cost of the additional referee testing.
- ii. If referee testing of a disputed lot results in an equal or lower calculated pay factor, the department will assess a pay reduction for the additional referee testing at \$2,000/lot under the Referee Testing administrative item.

⁽³⁾ The department will notify the contractor of the referee test results within 3 working days after receipt of the samples by the department's AASHTO accredited laboratory. The intent is to provide referee test results within 7 calendar days from completion of the lot.

⁽⁴⁾ The department will determine mixture conformance and acceptability by analyzing referee test results, reviewing mixture data, and inspecting the completed pavement according to the standard spec, this special provision, and accompanying Appendix A.

⁽⁵⁾ Unacceptable material (i.e., resulting in a PWL value less than 50 or individual QC or QV test results not meeting the Acceptance Requirements of 460.2.8.2.1.7 as modified herein) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel. Such material may be subject to remove and replace, at the discretion of the engineer. If the engineer allows the material to remain in place, it will be paid at 50% of the HMA Pavement contract unit price. Replacement or pay adjustment will be conducted on a sublot basis. If an entire PWL sublot is removed and replaced, the test results of the newly placed material will replace the original data for the sublot. Any remove and replace shall be performed at no additional cost to the department. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the

HMA PWL Production spreadsheet for data analysis and pay determination.] The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

Delete standard spec 460.2.8.3.1.8 Corrective Action.

C Construction

Replace standard spec 460.3.3.2 Pavement Density Determination with the following:

460.3.3.2 Pavement Density Determination

⁽¹⁾ The engineer will determine the target maximum density using department procedures described in CMM 8-15. The engineer will determine density as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.

⁽²⁾ Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.

⁽³⁾ A lot is defined as 7500 lane feet with sublots of 1500 lane feet (excluding shoulder, even if paved integrally) and placed within a single layer for each location and target maximum density category indicated in table 460-3. The contractor is required to complete three tests randomly per sublot and the department will randomly conduct one QV test per sublot. A partial quantity less than 750 lane feet will be included with the previous sublot. Partial lots with less than three sublots will be included in the previous lot for data analysis/acceptance and pay, by the engineer. If density lots/sublots are determined prior to construction of the test strip, any random locations within the test strip shall be omitted. Exclusions such as shoulders and appurtenances shall be tested and recorded according to CMM 8-15. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3. No density incentive or disincentive will be applied to shoulders or appurtenances. Offsets will not be applied to nuclear density gauge readings for shoulders or appurtenances. Unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 8-15.11.

⁽⁴⁾ The three QC locations per sublot represent the outside, middle, and inside of the paving lane. The QC density testing procedures are detailed in Appendix A.

⁽⁵⁾ QV nuclear testing will consist of one randomly selected location per sublot. The QV density testing procedures will be the same as the QC procedure at each testing location and are also detailed in Appendix A.

⁽⁶⁾ An HTCP-certified nuclear density technician (NUCDENSITYTEC-I) shall identify random locations and perform the testing for both the contractor and department. The responsible certified technician shall ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly, or at the completion of each lot.

⁽⁷⁾ For any additional tests outside the random number testing conducted for density, the data collected will not be entered into PWL calculations. However, additional QV testing must meet the tolerances for material conformance as specified in the standard specification and this special provision. If additional density data identifies unacceptable material, proceed as specified in CMM 8-15.11.

Replace standard spec 460.3.3.3 Waiving Density Testing with Acceptance of Density Data with the following:

460.3.3.3 Analysis of Density Data

⁽¹⁾ Analysis of test data for pay determination will be contingent upon test results from both the contractor (QC) and the department (QV).

⁽²⁾ As random density locations are paved, the data will be recorded in the HMA PWL Production Spreadsheet for analysis in chronological order. The engineer, upon completion of the analysis lot, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. Analysis will use a set alpha value of 0.025.

- i. If the F- and t-tests indicate variances and means compare, the QC and QV data sets are determined to be statistically similar and QC data will be used for PWL and pay adjustment calculations.
- ii. If the F- and t-tests indicate variances or means do not compare, the QV data will be used for subsequent calculations.

⁽³⁾ The department will determine mixture density conformance and acceptability by analyzing test results, reviewing mixture data, and inspecting the completed pavement according to standard spec, this special provision, and accompanying Appendix A.

⁽⁴⁾ Density resulting in a PWL value less than 50 or not meeting the requirements of 460.3.3.1 (any individual density test result falling more than 3.0 percent below the minimum required target maximum density as specified in standard spec Table 460-3) is unacceptable and may be subject to remove and replace at no additional cost to the department, at the discretion of the engineer.

- i. Replacement may be conducted on a sublot basis. If an entire PWL sublot is removed and replaced, the test results of the newly placed material will replace the original data for the sublot.
- ii. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test must be conducted and under such circumstances will be entered into the data analysis and pay determination.]
- iii. If the engineer allows such material to remain in place, it will be paid for at 50% of the HMA Pavement contract unit price. The extent of unacceptable material will be addressed as specified in CMM 8-15.11. The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

D Measurement

The department will measure the HMA Pavement bid items, acceptably completed by the ton, as specified in standard spec 450.4 and as follows in standard spec 460.5 as modified in this special provision.

E Payment

Replace standard spec 460.5.2 HMA Pavement with the following:

460.5.2 HMA Pavement

460.5.2.1 General

⁽¹⁾ Payment for HMA Pavement Type LT, MT, and HT mixes is full compensation for providing HMA mixture designs; for preparing foundation; for furnishing, preparing, hauling, mixing, placing, and compacting mixture; for HMA PWL QMP testing and aggregate source testing; for warm mix asphalt additives or processes; for stabilizer, hydrated lime and liquid antistripping agent, if required; and for all materials including asphaltic materials.

⁽²⁾ If provided for in the plan quantities, the department will pay for a leveling layer, placed to correct irregularities in an existing paved surface before overlaying, under the pertinent paving bid item. Absent a plan quantity, the department will pay for a leveling layer as extra work.

460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL

⁽¹⁾ Pay adjustments will be calculated using 65 dollars per ton of HMA pavement. The HMA PWL Production Spreadsheet, including data, will be made available to the contractor by the department as soon as practicable upon completion of each lot. The department will pay for measured quantities of mix based on this price multiplied by the following pay adjustment calculated according to the HMA PWL Production Spreadsheet:

PAY FACTOR FOR HMA PAVEMENT AIR VOIDS & DENSITY

PERCENT WITHIN LIMITS (PWL) ≥ 90 to 100 ≥ 50 to < 90 <50 PAYMENT FACTOR, PF (percent of \$65/ton) PF = ((PWL - 90) * 0.4) + 100 (PWL * 0.5) + 55 50%^[1] where PF is calculated per air voids and density, denoted PFair voids & PFdensity

^[1] Any material resulting in PWL value less than 50 shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density shall be according to standard spec Table 460-3. Pay adjustment will be determined on a lot basis and will be computed as shown in the following equation.

Pay Adjustment = (PF-100)/100 x (WP) x (tonnage) x (\$65/ton)*

*Note: If Pay Factor <50, the contract unit price will be used in lieu of \$65/ton

The following weighted percentage (WP) values will be used for the corresponding parameter:

<u>Parameter</u>	<u>WP</u>
Air Voids	0.5
Density	0.5

Individual Pay Factors for each air voids (PF_{air voids}) and density (PF_{density}) will be determined. PF_{air voids} will be multiplied by the total tonnage placed (i.e., from truck tickets), and PF_{density} will be multiplied by the calculated tonnage used to pave the mainline only (i.e., travel lane excluding shoulder) as determined according to Appendix A.

The department will pay incentive for air voids and density under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
460.2005	Incentive Density PWL HMA Pavement	DOL
460.2010	Incentive Air Voids HMA Pavement	DOL

The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.

The department will administer a disincentive under the Disincentive HMA Binder Content administrative item for each individual QV test result indicating asphalt binder content below the Action Limit in 460.2.8.2.1.7 presented herein. The department will adjust pay per sublot of mix at 65 dollars per ton of HMA pavement multiplied by the following pay adjustment calculated according to the HMA PWL Production Spreadsheet:

AC Binder	Pay Adjustment /	
Relative to JMF	Sublot	
-0.4% to -0.5%	75%	
More than -0.5%	50% ^[1]	

^[1] Any material resulting in an asphalt binder content more than 0.5% below the JMF AC content shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement. Such material will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1.

Note: PWL value determination is further detailed in the *Calculations* worksheet of the HMA PWL Production spreadsheet. stp-460-050 (20181119)

17. Appendix A.

Test Methods & Sampling for HMA PWL QMP Projects.

The following procedures are included with the HMA Pavement Percent Within Limits (PWL) Quality Management Program (QMP) special provision:

- WisDOT Procedure for Nuclear Gauge/Core Correlation Test Strip
- WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production
- Sampling for WisDOT HMA PWL QMP
- Calculation of PWL Mainline Tonnage Example

WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip

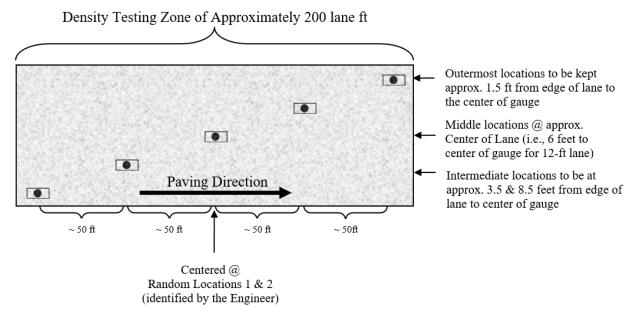


Figure 1: Nuclear/Core Correlation Location Layout

The engineer will identify two zones in which gauge/core correlation is to be performed. These two zones will be randomly selected within each *half* of the test strip length. (Note: Density zones shall not overlap and must have a minimum of 100 feet between the two zones; therefore, random numbers may be shifted (evenly) in order to meet these criteria.) Each zone shall consist of five locations across the mat as identified in Figure 1. The following shall be determined at each of the five locations within both zones:

- two one-minute nuclear density gauge readings for QC team*
- two one-minute nuclear density gauge readings for QV team*
- pavement core sample

*If the two readings exceed 1.0 pcf of one another, a third reading is conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge.

The zones are supposed to be undisclosed to the contractor/roller operators. The engineer will not lay out density/core test sites until rolling is completed and the cold/finish roller is beyond the entirety of the zone. Sites are staggered across the 12-foot travel lane, and do not include shoulders. The outermost locations should be 1.5-feet from the center of the gauge to the edge of lane. [NOTE: This staggered layout is only applicable to the test strip. All mainline density locations after test strip should have a longitudinal- as well as transverse-random number to determine location as detailed in the WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production section of this document.]



Individual locations are represented by the symbol as seen in Figure 1 above. The symbol is two-part, comprised of the nuclear test locations and the location for coring the pavement, as distinguished here:



The nuclear site is the same for QC and QV readings for the test strip, i.e., the QC and QV teams are to take nuclear density gauge readings in the same footprint. Each of the QC and QV teams are to take a minimum of two one-minute readings per nuclear site, with the gauge rotated 180 degrees between readings, as seen here:









Figure 2: Nuclear gauge orientation for (a) 1st one-minute reading and (b) 2nd one-minute reading

Photos should be taken of each of the 10 core/gauge locations of the test strip. This should include gauge readings (pcf) and a labelled core within the gauge footprint. If a third reading is needed, all three readings should be recorded and documented. Only raw readings in pcf should be written on the pavement during the test strip, with a corresponding gauge ID/SN (generalized as QC-1 through QV-2 in the following Figure) in the following format:

<u>QC-1</u>	QC-2	(#-#)	QV-1	QV-2
X00C100 pcf	XOX.XX.pcf		XXXX XX per	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
2000.300 pcf 2000.300 pcf	2000,200 pcf	- Seel	XXX.XX pcf	XXXXXX pcf

Figure 3: Layout of raw gauge readings as recorded on pavement

Each core will then be taken from the center of the gauge footprint, and will be used to correlate each gauge with laboratory-measured bulk specific gravities of the pavement cores. One core in good condition must be obtained from each of the 10 locations. If a core is damaged at the time of extracting from the pavement, a replacement core should be taken immediately adjacent to the damaged core, i.e., from the same footprint. If a core is damaged during transport, it should be recorded as damaged and excluded from the correlation. Coring after traffic is on the pavement should be avoided. The contractor is responsible for coring of the pavement. Coring and filling of core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the

QC laboratory. Core density testing will be conducted by the contractor and witnessed by department personnel. The contractor is responsible for drying the cores following testing. The department will take possession of cores following initial testing and is responsible for any verification testing.

Each core 150 mm (6 inches) in diameter will be taken at locations as identified in Figure 1. Each random core will be full thickness of the layer being placed. The contractor is responsible for thoroughly drying cores obtained from the mat in accordance with ASTM D 7227 prior to using specimens for in-place density determination in accordance with AASHTO T 166.

Cores must be taken before the pavement is open to traffic. Cores are cut under Department/project staff observation. Relabel each core immediately after extruding, or ensure that labels applied to pavement prior to cutting remain legible. The layer interface should also be marked immediately following extrusion. Cores should be cut at this interface, using a wet saw, to allow for density measurement of only the most recently placed layer. Cores should be protected from excessive temperatures such as direct sunlight. Also, there should be department custody (both in transport and storage) for the cores until they are tested, whether that be immediately after the test strip or subsequent day if agreed upon between Department and Contractor. Use of concrete cylinder molds works well to transport cores. Cores should be placed upside down (flat surface to bottom of cylinder mold) in the molds, one core per mold, cylinder molds stored upright, and ideally transported in a cooler. Avoid any stacking of pavement cores.

Fill all core holes with non-shrink rapid-hardening grout, mortar or concrete, or with HMA. When using grout, mortar or concrete, remove all water from the core holes prior to filling. Mix the mortar or concrete in a separate container prior to placement in the hole. If HMA is used, fill all core holes with hot-mix matching the same day's production mix type at same day compaction temperature +/- 20 F. The core holes shall be dry and coated with tack before filling, filled with a top layer no thicker than 2.25 inches, lower layers not to exceed 4 inches, and compacted with a Marshall hammer or similar tamping device using approximately 50 blows per layer. The finished surface shall be flush with the pavement surface. Any deviation in the surface of the filled core holes greater than 1/4 inch at the time of final inspection will require removal of the fill material to the depth of the layer thickness and replacement.

WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production

For nuclear density testing of the pavement beyond the test strip, QC tests will be completed at three locations per sublot, with a sublot defined as 1500 lane feet. The three locations will represent the outside, middle, and inside of the paving lane (i.e., the lane width will be divided into thirds as shown by the dashed longitudinal lines in Figure 3 and random numbers will be used to identify the specific transverse location within each third in accordance with CMM 8-15). Longitudinal locations within each sublot shall be determined with 3 independent random numbers. The PWL Density measurements do not include the shoulder and other appurtenances. Such areas are tested by the department and are not eligible for density incentive or disincentive. Each location will be measured with two one-minute gauge readings oriented 180 degrees from one another, in the same footprint as detailed in Figure 2 above. Each location requires a minimum of two readings per gauge. The density gauge orientation for the first test will be with the source rod towards the direction of paving. QV nuclear testing will consist of one randomly selected location per sublot. The QV is also comprised of two one-minute readings oriented 180 degrees from one another. For both QC and QV test locations, if the two readings exceed 1.0 pcf of one another, a third reading is conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge. The sublot density testing layout is depicted in Figure 4, with QC test locations shown as solid lines and QV as dashed.

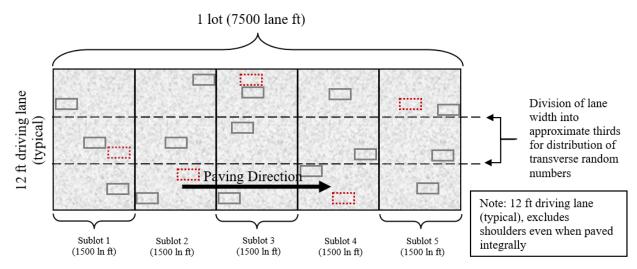


Figure 4: Locations of main lane HMA density testing (QC=solid lines, QV=dashed)

QC and QV nuclear density gauge readings will be statistically analyzed in accordance with Section 460.3.3.3 of the HMA PWL QMP SPV. (Note: For density data, if F- and t-tests compare, QC data will be used for the subsequent calculations of PWL value and pay determination. However, if an F- or t-test does not compare, the QV data will be used in subsequent calculations.)

Sampling for WisDOT HMA PWL QMP Production

Sampling of HMA mix for QC, QV and Retained samples shall conform to CMM 8-36 except as modified here.

Delete CMM 8-36.4 Sampling Hot Mix Asphalt and replace with the following to update sublot tonnages:

Sampling Hot Mix Asphalt

At the beginning of the contract, the contractor determines the anticipated tonnage to be produced. The frequency of sampling is 1 per 750 tons (sublot) for QC and Retained Samples and 1 per 3750 tons (lot or 5 sublots) for QV as defined by the HMA PWL QMP SPV. A test sample is obtained randomly from each sublot. Each random sample shall be collected at the plant according to CMM 8-36.4.1 and 8-36.4.2. The contractor must submit the random numbers for all mix sampling to the department before production begins.

Example 1

Expected production for a contract is 12,400 tons. The number of required samples is determined based on this expected production (per HMA PWL QMP SPV) and is determined by the random sample calculation.

 The approximate location of each sample within the prescribed sublots is determined by selecting random numbers using ASTM Method D-3665 or by using a calculator or computerized spreadsheet that has a random number generator. The random numbers selected are used in determining when a sample is to be taken and will be multiplied by the sublot tonnage. This number will then be added to the final tonnage of the previous sublot to yield the approximate cumulative tonnage of when each sample is to be taken.

To allow for plant start-up variability, the procedure calls for the first random sample to be taken at 50 tons or greater per production day (not intended to be taken in the first two truckloads). Random samples calculated for 0-50 ton should be taken in the next truck (51-75 ton).

This procedure is to be used for any number of samples per contract.

If the production is less than the final randomly generated sample tonnage, then the random sample is to be collected from the remaining portion of that sublot of production. If the randomly generated sample is calculated to be within the first 0-50 tons of the subsequent day of production, it should be taken in the next truck. Add a random sample for any fraction of 750 tons at the end of the contract. Lot size will consist of 3750 tons with sublots of 750 tons. Partial lots with less than three sublot tests will be included into the previous lot, by the engineer.

It's intended that the plant operator not be advised ahead of time when samples are to be taken. If the plant operator is involved in recording a Pb (%AC) to match up with the mix sample tonnage, then notification need not be earlier than 60 minutes before the mix sample being taken.

If belt samples are used during troubleshooting, the blended aggregate will be obtained when the mixture production tonnage reaches approximately the sample tonnage. For plants with storage silos, this could be up to 60 minutes in advance of the mixture sample that's taken when the required tonnage is shipped from the plant.

QC, QV and retained samples shall be collected for all test strip and production mixture testing using a three-part splitting procedure according to CMM 8-36.5.2.

Calculation of PWL Mainline Tonnage Example

A mill and overlay project in being constructed with a 12-foot travel lane and an integrally paved 3-foot shoulder. The layer thickness is 2 inches for the full width of paving. Calculate the tonnage in each sublot eligible for density incentive or disincentive.

Solution:

$$\frac{1500 ft \times 12 ft}{9 sf/sy} \times \frac{2 in \times 112 lb/sy/in}{2000 lb/ton} = 224 tons$$

stp-460-055 (20181119)

18. Expansion Device, B-55-75.

A Description

This special provision describes furnishing and installing an expansion device as the plans show conforming to standard spec 502 as modified in this special provision.

B Materials

The minimum thickness of the polychloroprene strip seal shall be 1/4 inch for non-reinforced elastomeric glands and 1/8 inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements ASTM D3542, and have the following physical properties:

Property Requirements	Value	Test Method
Tensile Strength, min.	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	55 ± 5 pts.	ASTM D2240
Compression Set, 70 hours @212°F, max.	35%	D395 Method B Modified
Ozone Resistance, after 70 hrs. at 100°F under 20% Strain with 100 pphm ozone	No Cracks	ASTM D1149 Method A
Mass Change in Oil 3 after 70 hr. 212°F Mass Change, max.	45%	ASTM D471

Install the elastomeric strip seal gland with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070.

The manufacturer and model number shall be one of the following approved strip seal expansion device products:

		Model Number Strip Seal Gland Size ^[1]	
Manufacturer	4-Inch	5-Inch	6-Inch
D.S. Brown	SSA2-A2R-400	SSA2-A2R-XTRA	SSA2-A2R-XTRA
R.J. Watson	RJA-RJ400	RJA-RJ500	RJA-RJ600
Watson Bowman Acme	A-SE400	A-SE500	A-SE800
Commercial Fabricators	A-AS400		

^[1] Expansion device strip seal gland size requirement of 4", 5", and 6" shall be as the plans show.

Furnish manufacturer's certification for production of polychloroprene represented showing test results for the cured material supplied and certifying that it meets all specified requirements.

The steel extrusion or retainer shall conform to ASTM designation A 709 grade 36 steel. After fabrication, steel shall be galvanized conforming to the requirements ASTM A123.

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements.

stp-502-020 (20171130)

19. Cleaning Decks to Reapply Concrete Masonry Overlay, Item 509.0505.S.

A Description

This special provision describes cleaning the entire bridge deck after the existing concrete masonry overlay is removed, prior to placing a new concrete masonry overlay.

B (Vacant)

C Construction

Blast-clean the entire surface of the deck, the vertical faces of curbs, sidewalks and parapets to the depth of the adjoining concrete overlay. Blast-clean all exposed existing reinforcing steel. Repair damage to existing epoxy-coated reinforcement remaining in place that is either uncovered by or damaged by the contractor's operations. Use engineer-approved patching or repair material compatible with the existing coating and inert in concrete.

Clean the surface on which the new concrete will be placed to remove all loose particles and dust by either brooming, and water pressure using a high-pressure nozzle, or by water and air pressure. Use water for cleaning that conforms to specifications for water under standard spec 501.2.4.

D Measurement

The department will measure Cleaning Decks to Reapply Concrete Masonry Overlay by the square yard, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT509.0505.SCleaning Decks to Reapply Concrete Masonry OverlaySY

Payment for Cleaning Decks to Reapply Concrete Masonry Overlay is full compensation for cleaning the concrete surfaces.

stp-509-065 (20171130)

20. Removing Concrete Masonry Deck Overlay B-55-75, Item 509.9005.S.

A Description

This special provision describes removing concrete bridge deck overlays by milling the entire bridge deck as the plans show.

Conform to standard spec 204 as modified in this special provision.

B (Vacant)

C Construction

C.1 Milling

Use a self-propelled milling machine that is specially designed and constructed for milling bridge decks. It shall mill without tearing or gouging the concrete masonry underlying the deck overlay. The machine shall consist of a cutting drum with carbide or diamond tip teeth. Space the teeth on the drum to mill a surface finish that is acceptable to the engineer.

Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes. Equip the machine with electronic devices that provide accurate depth, grade and slope control, and an acceptable dust control system.

Perform milling in a manner that precludes damage to the bridge floor and results in a uniform textured finish that:

- 1. Is free of sharp protrusions;
- 2. Has uniform transverse grooves that measure up to 1/4 inch vertically and transversely; and
- 3. If applicable, is acceptable to the manufacturer of the sheet waterproof membrane.

Windrowing and storing of the removed milled concrete masonry on the bridge is only permitted in connection with the continuous removal and pick-up operation. During nonworking hours, clear the bridge of all materials and equipment.

D Measurement

The department will measure Removing Concrete Masonry Deck Overlay (Structure) in area 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 NUMBER	DESCRIPTION	UNIT
509.9005.S	Removing Concrete Masonry Deck Overlay B-55-75	SY

Payment is full compensation for removing the concrete masonry; and for properly disposing of all materials.

stp-509-005 (20171130)

21. Cleaning Parapets, Item 509.9050.S.

A Description

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

B (Vacant)

C Construction

C.1 Blast Cleaning Operation

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

C.2 Water Cleaning Operation

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9050.S	Cleaning Parapets	LF

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

stp-509-050 (20151210)

22. Removing Signs Type II, Item 638.2602

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

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

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

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

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

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

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

23. Locating No-Passing Zones, Item 648.0100.

For this project, the spotting sight distance in areas with a 55 mph posted speed limit is 0.21 miles (1108 feet).

stp-648-005 (20060512)

24. Remove and Salvage Solar Powered Flasher System, Item SPV.0060.01.

A Description

This special provision describes removing and salvaging solar powered flasher assemblies according to the pertinent provisions of standard spec 204 and as hereinafter provided. Work under this item includes removal of existing solar flasher assembly, pedestal base, traffic signal standard and associated items and transporting them to the department. Removal of existing concrete base shall be paid for separately.

B Materials

Provide all tools and equipment necessary to salvage the existing equipment.

C Construction

The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working equipment to the engineer. Replace any equipment not identified as damaged or not working prior to removal at no cost to the department.

Salvaged items shall be stored and protected from damage until delivered to the department.

D Measurement

The department will measure Remove and Salvage Solar Powered Flasher System by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Remove and Salvage Solar Powered Flasher System	EACH

Payment is full compensation for removing, salvaging, storing and delivering all existing solar powered flasher assembly components including pedestal base and traffic signal standard.

25. Install State-Furnished Solar Powered Flasher System, Item SPV.0060.02.

A Description

This special provision describes the transporting and installing of department furnished Solar Powered Flasher System and mounting hardware.

B Materials

Pick up the department furnished Solar Powered Flasher System components from the Northwest Region's electrical shop. Notify the department's electrical field unit to make arrangements for picking up the department furnished materials at least five working days prior to material pick-up.

Furnish all remaining fasteners and wiring connections as incidental to this item.

C Construction

Install solar powered flasher system according to the manufacturer's instructions.

D Measurement

The department will measure Install State-Furnished Solar Powered Flasher System by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Install State-Furnished Solar Powered Flasher System	EACH

Payment is full compensation for transporting and installing solar powered flasher system and mounting hardware.

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 4 (*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 <u>4</u> (*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 https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. <u>Make sure</u> <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	n
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[®] 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[®] 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

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

104.3.2 Contractor Initial Oral Notification

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

104.3.3 Contractor 5-Day Written Statement

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

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

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

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

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

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

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

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

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

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

Include copies of the following:

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

104.3.4 Region One-Day Written Acknowledgment

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

104.3.5 Region 5-Day Written Response

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

104.3.6 Region Final Decision

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

104.6.1.2.1 General

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

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

104.6.1.2.2 Flagging

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

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

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

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

104.8 Rights in the Use of Materials Found on the Project

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

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

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

104.10.1 General

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

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

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

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

104.10.2 Submittal and Review of a CRI Concept

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

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

104.10.4.2 Payment for the CRI Work

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

(1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:

- 1. Adjusts the contract time, interim completion dates, or both.
- 2. Pays the contractor for the unpaid balance of the CRI work.
- 3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

NS = CW - CRW - CC - DC

Where:

NS =	Net Savings
CW =	The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.
CRW =	The cost of the revised work, computed at contract bid prices if applicable.
CC =	The contractor's cost of developing the CRI proposal.
DC =	The department's cost for investigating, evaluating, and implementing the CRI proposal.

105.13 Claims Process for Unresolved Changes

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

105.13.1 General

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

105.13.2 Notice of Claim

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

105.13.3 Submission of Claim

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

105.13.4 Content of Claim

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

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

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

(THE	CONTRACTOR)
------	-------------

By:	
(Name and Title)	
Date of Execution:	

105.13.5 Department Final Decision

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

106.3.4.2.2.2 Freeze-Thaw Soundness

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

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

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

Using gravel aggregates produced from pit sources in one or more of the following counties or from out of state:
 Dodge Washington Waukesha

page 5 of 17

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 ^[1]	AASHTO T2
Percent passing the 200 sieve	AASHTO T11
Gradation ^[1]	AASHTO T27
Gradation of extracted aggregate	AASHTO T30
Moisture content ^[1]	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 ^[1]	AASHTO T103
Lightweight Pieces in Aggregate	AASHTO T113
Fracture	ASTM D5821 as modified in CMM 8-60
Moisture/density ^[1]	AASHTO T99 and AASHTO T180
In-place density ^[1]	AASHTO T191
Asphaltic material extraction	CMM 8-36 WisDOT Test Method 1560
^[1] 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:

T <i>i</i>	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 ^[1]		
open-graded	310.2	310.2	not allowed	not allowed	not allowed	not allowed		
Wear AASHTO T96 loss by weight	<=50%	<=50%	note ^[2]		note ^[2]	note ^[3]		
Sodium sulfate soundness AASHTO T104 loss by weight								
dense	<=18%	<=18%				note ^[3]		
open-graded	<=12%	<=12%	not allowed	not allowed	not allowed	not allowed		
Freeze/thaw soundness AASHTO T103 ^{/6/} loss by weight								
dense	<=18%	<=18%	note ^[2]			note ^[3]		
open-graded	<=18%	<=18%	not allowed	not allowed	not allowed	not allowed		
Liquid limit AASHTO T89	<=25	<=25	<=25			note ^[3]		
Plasticity AASHTO T90	<=6 ^[4]	<=6 ^[4]	<=6 ^[4]			note ^[3]		
Fracture ASTM D5821 ^{/6/} min one face by count								
dense	58%	58%	58%		note ^[5]	note ^[3]		
open-graded	90%	90%	<u>not allowed</u>	<u>not allowed</u>	not allowed	not allowed		

TABLE 301-2 AGGREGATE BASE PHYSICAL PROPERTIES

^[1] The final aggregate blend must conform to the specified gradation.

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

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

^[5] >=75 percent by count of non-asphalt coated particles.

^[6] 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 ^[1]	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:

- ⁽⁵⁾ Construct the wedge for each layer using an engineer-approved strike-off device that will provide a uniform slope and will not restrict the main screed. Shape and compact the wedge with a weighted steel side roller wheel or vibratory plate compactor the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.
- (6) Clean longitudinal and transverse joints coated with dust and, if necessary, paint with hot asphaltic material, a cutback, or emulsified asphalt to ensure a tightly bonded, sealed joint.

455.2.5 Tack Coat

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

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

460.2.2.3 Aggregate Gradation Master Range

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

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

TABLE 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 ^[1]	15.0 min ^[2]	16.0 - 17.5	16.0 min	17.0 min

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

^[1] 14.5 for LT and MT mixes.

^[2] 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 ^[1]	43 ^[1]	45	45
40	40 ^[2]	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 ^[3]	<= 89.0 ^[3]	<= 89.0	
<= 98.0	<= 98.0	<= 98.0	<= 98.0
0.6 - 1.2 ^[5]	0.6 - 1.2 ^[5]	0.6 - 1.2 ^[5]	1.2 - 2.0
68 - 80 ^{[6] [8]}	65 - 75 ^{[6] [7] [9]}	65 - 75 ^{[6] [7] [9]}	70 - 80
0.75 min	0.75 min	0.75 min	0.80 min
0.80 min	0.80 min	0.80 min	0.80 min
			<= 0.30
	$ \begin{array}{c} 50 \\ 12 \\ 18 \\ 65/ \\ 5 \\ (5:1 ratio) \\ 40^{(1)} \\ 40 \\ <= 1\% \\ <= 4 \\ 6 \\ 40 \\ 60 \\ 4.0 \\ (96.0) \\ <= 91.5^{(3)} \\ <= 98.0 \\ 0.6 - 1.2^{(5)} \\ 68 - 80^{(6) \lceil 8\rceil} \\ 0.75 \min \end{array} $	50 45 12121818 $65/_$ $75 / 60$ $5/_$ $5(5:1 ratio)$ $40^{(1)}$ $43^{(1)}$ $40^{(1)}$ $43^{(1)}$ 40 $40^{(2)}$ 40 $40^{(2)}$ 40 $40^{(2)}$ 40 $40^{(2)}$ 40 $40^{(2)}$ 40 $40^{(2)}$ 40 $40^{(2)}$ 40 $40^{(2)}$ 40 $40^{(2)}$ $<= 1\%$ $<= 1\%$ $<= 4$ $<= 4$ 6 7 40 75 60 115 4.0 4.0 (96.0) (96.0) $<= 91.5^{(3)}$ $<= 89.0^{(3)}$ $<= 98.0$ $<= 98.0$ $0.6 - 1.2^{(5)}$ $0.6 - 1.2^{(5)}$ $68 - 80^{(6) [8]}$ $65 - 75^{(6) [7] [9]}$ 0.75 min 0.75 min	504545121212181818 $65/_$ $75/60$ $98/90$ $5/_$ $5(5:1 ratio)$ $(5:1 ratio)$ $40^{[1]}$ $43^{[1]}$ 45 40 $40^{[2]}$ 45 40 $40^{[2]}$ 45 40 $40^{[2]}$ 45 40 $40^{[2]}$ 45 40 $40^{[2]}$ 45 $<=1\%$ $<=1\%$ $<=1\%$ $<=4$ $<=4$ $<=4$ 6 7 8 40 75 100 60 115 160 4.0 4.0 96.0 (96.0) (96.0) (96.0) $<=91.5^{[3]}$ $<=89.0^{[3]}$ $<=89.0$ $<=98.0$ $<=98.0$ $<=98.0$ $<=98.0$ $<=98.0$ $<=98.0$ $0.6 - 1.2^{[5]}$ $0.6 - 1.2^{[5]}$ $0.6 - 1.2^{[5]}$ $68 - 80^{[6][8]}$ $65 - 75^{[6][77][9]}$ $65 - 75^{[6][77][9]}$ 0.75 min 0.75 min 0.75 min

TABLE 460-2 MIXTURE REQUIREMENTS

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

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

^[3] The percent maximum density at initial compaction is only a guideline.

^[4] 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.

^[5] 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.

^[6] 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.

^[7] For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

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

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

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

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

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

Blended aggregate gradations:

Drum plants:

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

Batch plants:

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

Asphalt content (AC) in percent:

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

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

Maximum specific gravity according to AASHTO T209.

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

VMA by calculation according to AASHTO R35.

460.2.8.2.1.4.2 Control Charts

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

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

li le last 4 uala polítis.		
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 ^[1]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2
[1] For SMA IME limits are 1/12 and way	ning limite are 1/10	

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

^[2] 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 ^[3]			
	(in inches)	(in inches)	(in inches)	(in inches)			
No. 1 (37.5 mm)	4.5	6	4.5	6			
No. 2 (25.0 mm)	3.0	5	4	6			
No. 3 (19.0 mm	2.25	4	3	5			
No. 4 (12.5 mm) ^[1]	1.75	3[2]	2.5	4			
No. 5 (9.5 mm) ^[1]	1.25	3[2]	2	3			
No. 6 (4.75 mm)	0.75	1.25	1.25	1.25			

^[1] SMA mixtures use nominal size No. 4 (12.5 mm) or No. 5 (9.5 mm).

^[2] SMA mixtures with nominal sizes of No. 4 (12.5 mm) and No. 5 (9.5 mm) have no maximum lower layer thickness specified.

^[3] 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 ^[5]		
TRAFFIC LANES ^[2]	LOWER	93.0 ^[3]	93.0 ^[4]			
TRAFFIC LAINES	UPPER	93.0	93.0	93.0		
SHOULDERS &	LOWER	91.0	91.0			
APPURTENANCES	UPPER	92.0	92.0	92.0		

TABLE 460-3	MINIMUM	REQUIRED	DENSITY ^[1]
		IL QUILLD	DENOTITY

^[1] 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.

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

- ^[3] Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.
- ^[4] Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

460.3.3.2 Pavement Density Determination

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

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

460.5.2.1 General

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

- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
 - Va less than 2.5 or greater than 6.5 percent for SMA, or for other mixes, less than 1.5 or greater than 5.0 percent.
 - VMA more than 1.0 percent below the minimum or above the maximum specified in table 460-1.
 - AC more than 0.5 % below the JMF target.

Remove and replace the material, or if the engineer allows the mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

501.2.5.5 Sampling and Testing

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

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

Sampling aggregates ^[1]	AASHTO T2
Lightweight pieces in aggregate	AASHTO T113
Material finer than No. 200 sieve ^[1]	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 ^[1]	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 ^[1]	AASHTO T85
Flat & elongated pieces based on a 3:1 ratio ^[1]	ASTM D4791
Sampling fresh concrete	AASHTO R60
Making and curing concrete compressive strength test specimens	AASHTO T23
Compressive strength of molded concrete cylinders	AASHTO T22
^[1] As modified in CMM 8-60.	

505.2.2 Bar Steel Reinforcement

<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.

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 ^{[1][4]}	TMS, AGGTECT-1, ACT-AGG			
Percent passing the No. 200 sieve	AASHTO T11 ^[1]				
Fine and coarse aggregate gradation	AASHTO T27 ^[1]				
Aggregate moisture content	AASHTO T255 ^[1]	AGGTEC-I, ACT-AGG			
Fractured faces	ASTM D5821 ^[1]				
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATT			
Plasticity index	AASHTO T90 ^[3]	GRADINGTEC-I, or ACT-GRADING			
Sampling freshly mixed concrete	AASHTO R60				
Air content of fresh concrete	AASHTO T152 ^[2]				
Air void system of fresh concrete	AASHTO TP118 ^[5]				
Concrete slump	AASHTO T119 ^[2]	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

^[1] As modified in CMM 8-60.

^[2] As modified in CMM 8-70.

^[3] 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.

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

^[5] 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^[1] can be used for multiple projects. If placement on a project does not begin within 120 calendar days after the date the stockpile sample was obtained, retest the stockpile before placement begins.
 - ^[1] Replace the stockpile test with an in-place production test for concrete pavement recycled and processed onsite; test on the first day of production.

730.3.2 Contractor QC Testing

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

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

730.3.4.1 Contractor QC Testing

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

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

740.3.2 Contractor QC Testing

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

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

Errata

614.3.6 Thrie Beam Structure Approach Retro Fits

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

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

628.3.7 Mobilizations for Erosion Control

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

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

Effective with December 2017 Letting

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st 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 paul.ndon@dot.wi.gov 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
----------	-------

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 DOUGLAS 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).

* 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

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

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

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

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

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

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

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
--------	--------	----------	-------

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.

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

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.

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.



Page 1 of 11

Proposal ID: 20200114034	4 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019824, WISC 2019825
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	203.0100 Removing Small Pipe Culverts	1.000 EACH	i	
0004	203.0225.S Debris Containment (structure) 01. B-55- 75	LS	LUMP SUM	
0006	204.0110 Removing Asphaltic Surface	40.000 SY		. <u> </u>
0008	204.0115 Removing Asphaltic Surface Butt Joints	145.000 SY		
0010	204.0120 Removing Asphaltic Surface Milling	152,795.000 SY		
0012	204.0150 Removing Curb & Gutter	668.000 LF		
0014	204.0155 Removing Concrete Sidewalk	36.000 SY		
0016	204.0165 Removing Guardrail	2,033.000 LF		
0018	204.0195 Removing Concrete Bases	3.000 EACH		
0020	204.0220 Removing Inlets	1.000 EACH		
0022	204.0245 Removing Storm Sewer (size) 01. 24- Inch	46.000 LF		·
0024	205.0100 Excavation Common	16,981.000 CY		
0026	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 8949-04-61	LS	LUMP SUM	
0028	211.0400 Prepare Foundation for Asphaltic Shoulders 01. 8949-04-70	930.000 STA		
0030	213.0100 Finishing Roadway (project) 01. 8949- 04-61	1.000 EACH		



Page 2 of 11

 Proposal ID:
 20200114034
 Project(s):
 8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73

 Federal ID(s):
 WISC 2019822, WISC 2019823, WISC 2019824, WISC 2019825

 SECTION:
 0001
 Contract Items

Alt Mbr ID:

Alt Set ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	213.0100 Finishing Roadway (project) 02. 8949- 04-64	1.000 EACH	·	. <u> </u>
0034	213.0100 Finishing Roadway (project) 04. 8949- 05-73	1.000 EACH		
0036	305.0110 Base Aggregate Dense 3/4-Inch	3,275.000 TON		. <u> </u>
0038	305.0120 Base Aggregate Dense 1 1/4-Inch	6,467.000 TON	i	
0040	305.0410 Aggregate Detours	50.000 TON	i	. <u> </u>
0042	305.0500 Shaping Shoulders	930.000 STA	i	
0044	312.0110 Select Crushed Material	7,224.000 TON	i	
0046	455.0605 Tack Coat	25,145.000 GAL	i	
0048	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	1.000 EACH		
0050	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	2.000 EACH		
0052	460.2000 Incentive Density HMA Pavement	1,490.000 DOL	1.00000	1,490.00
0054	460.2005 Incentive Density PWL HMA Pavement	25,460.000 DOL	1.00000	25,460.00
0056	460.2010 Incentive Air Voids HMA Pavement	35,930.000 DOL	1.00000	35,930.00
0058	460.6224 HMA Pavement 4 MT 58-28 S	1,523.000 TON	i	
0060	460.6644 HMA Pavement 4 MT 58-34 V	36,742.000 TON	<u>.</u>	<u> </u>



Page 3 of 11

Proposal ID: 20200114034	4 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019824, WISC 2019825
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	465.0105 Asphaltic Surface	500.000 TON		
0064	465.0110 Asphaltic Surface Patching	100.000 TON	<u>.</u>	
0066	465.0115 Asphaltic Surface Detours	50.000 TON	<u>.</u>	i
0068	465.0315 Asphaltic Flumes	55.000 SY	<u>.</u>	i
0070	465.0425 Asphaltic Shoulder Rumble Strips 2-Lane Rural	75,596.000 LF		
0072	465.0450 Asphaltic Intersection Rumble Strips	160.000 SY		
0074	465.0475 Asphalt Centerline Rumble Strips 2-Lane Rural	37,940.000 LF	. <u></u>	
0076	502.0100 Concrete Masonry Bridges	33.000 CY		
0078	502.3101 Expansion Device (structure) 01. B-55- 75	51.000 LF		
0080	502.3200 Protective Surface Treatment	658.000 SY	<u>.</u>	
0082	502.3210 Pigmented Surface Sealer	190.000 SY		·
0084	502.4205 Adhesive Anchors No. 5 Bar	470.000 EACH	. <u></u>	
0086	505.0600 Bar Steel Reinforcement HS Coated Structures	7,520.000 LB		
0088	505.0904 Bar Couplers No. 4	2.000 EACH		
0090	505.0905 Bar Couplers No. 5	3.000 EACH	;	



Page 4 of 11

Proposal ID: 20200114034	Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019824, WISC 2019825
SECTION: 0001	Contract Items	

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	505.0906 Bar Couplers No. 6	10.000 EACH		
0094	505.0908 Bar Couplers No. 8	6.000 EACH		;
0096	509.0301 Preparation Decks Type 1	20.000 SY		·
0098	509.0302 Preparation Decks Type 2	8.000 SY		. <u></u>
0100	509.0505.S Cleaning Decks to Reapply Concrete Masonry Overlay	616.000 SY	;	
0102	509.1000 Joint Repair	24.000 SY		
0104	509.1500 Concrete Surface Repair Special	5.000 SF		·
0106	509.2000 Full-Depth Deck Repair	1.000 SY		
0108	509.2500 Concrete Masonry Overlay Decks	56.000 CY		
0110	509.9005.S Removing Concrete Masonry Deck Overlay (structure) 01. B-55-75	616.000 SY		
0112	509.9050.S Cleaning Parapets	326.000 LF		
0114	520.1024 Apron Endwalls for Culvert Pipe 24-Inch	2.000 EACH		·
0116	520.3324 Culvert Pipe Class III-A 24-Inch	90.000 LF		
0118	522.2338 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 38x60- Inch	80.000 LF	;	
0120	522.2638 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 38x60-Inch	4.000 EACH		·



Page 5 of 11

Proposal ID: 20200114034 Project(s): 8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73 Federal ID(s): WISC 2019822, WISC 2019823, WISC 2019824, WISC 2019825 SECTION: 0001 Contract Items

Alt Mbr ID:

Alt Set ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	601.0553 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D	202.000 LF	·	
0124	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	370.000 LF	;	
0126	603.8000 Concrete Barrier Temporary Precast Delivered	650.000 LF	;	. <u></u>
0128	603.8125 Concrete Barrier Temporary Precast Installed	1,300.000 LF	·	
0130	606.0200 Riprap Medium	12.000 CY		
0132	606.0300 Riprap Heavy	12.000 CY	. <u></u>	
0134	614.0010 Barrier System Grading Shaping Finishing	16.000 EACH		
0136	614.0150 Anchor Assemblies for Steel Plate Beam Guard	4.000 EACH		·
0138	614.0200 Steel Thrie Beam Structure Approach	152.000 LF		
0140	614.0305 Steel Plate Beam Guard Class A	250.000 LF	. <u></u>	
0142	614.0370 Steel Plate Beam Guard Energy Absorbing Terminal	8.000 EACH		·
0144	614.2300 MGS Guardrail 3	814.000 LF		
0146	614.2500 MGS Thrie Beam Transition	240.000 LF		
0148	614.2610 MGS Guardrail Terminal EAT	10.000 EACH		;



Page 6 of 11

Proposal ID: 20200114034 Project(s): 8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73 Federal ID(s): WISC 2019822, WISC 2019823, WISC 2019824, WISC 2019825 SECTION: 0001 Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	618.0100 Maintenance And Repair of Haul Roads (project) 01. 8949-04-61	1.000 EACH	. <u></u> .	·
0152	618.0100 Maintenance And Repair of Haul Roads (project) 02. 8949-04-64	1.000 EACH	·	
0154	618.0100 Maintenance And Repair of Haul Roads (project) 04. 8949-05-73	1.000 EACH	·	·
0156	619.1000 Mobilization	1.000 EACH		
0158	624.0100 Water	146.100 MGAL		
0160	625.0500 Salvaged Topsoil	11,190.000 SY		
0162	627.0200 Mulching	1,000.000 SY	. <u></u>	. <u></u>
0164	628.1504 Silt Fence	10,319.000 LF		
0166	628.1520 Silt Fence Maintenance	10,319.000 LF	. <u></u>	. <u></u>
0168	628.1905 Mobilizations Erosion Control	10.000 EACH	<u>.</u>	
0170	628.1910 Mobilizations Emergency Erosion Control	10.000 EACH	. <u></u>	. <u></u>
0172	628.2004 Erosion Mat Class I Type B	13,990.000 SY		
0174	628.7504 Temporary Ditch Checks	535.000 LF		
0176	628.7555 Culvert Pipe Checks	40.000 EACH		
0178	629.0210 Fertilizer Type B	9.000 CWT		



Page 7 of 11

Proposal ID: 20200114034	4 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019824, WISC 2019825
SECTION: 0001	Contract Items	

Alt Mbr ID:

Alt Set ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	630.0130 Seeding Mixture No. 30	254.000 LB	·	
0182	630.0200 Seeding Temporary	378.000 LB		
0184	630.0300 Seeding Borrow Pit	100.000 LB	i	
0186	630.0500 Seed Water	314.000 MGAL		
0188	633.5200 Markers Culvert End	6.000 EACH	i	
0190	634.0614 Posts Wood 4x6-Inch X 14-FT	3.000 EACH		
0192	634.0616 Posts Wood 4x6-Inch X 16-FT	4.000 EACH	;	
0194	634.0618 Posts Wood 4x6-Inch X 18-FT	6.000 EACH	. <u> </u>	
0196	634.0622 Posts Wood 4x6-Inch X 22-FT	3.000 EACH	. <u></u>	
0198	634.0624 Posts Wood 4x6-Inch X 24-FT	3.000 EACH		
0200	637.2210 Signs Type II Reflective H	212.940 SF		
0202	637.2230 Signs Type II Reflective F	21.130 SF		
0204	638.2102 Moving Signs Type II	19.000 EACH	;	
0206	638.2602 Removing Signs Type II	21.000 EACH	;;	
0208	638.3000 Removing Small Sign Supports	24.000 EACH	<u> </u>	
0210	638.4000 Moving Small Sign Supports	16.000 EACH		



Proposal Schedule of Items

Page 8 of 11

Proposal ID: 20200114034	4 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019824, WISC 2019825
SECTION: 0001	Contract Items	

Alt Mbr ID:

Alt Set ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	642.5001 Field Office Type B	1.000 EACH		
0214	643.0300 Traffic Control Drums	5,250.000 DAY		
0216	643.0420 Traffic Control Barricades Type III	1,309.000 DAY		
0218	643.0705 Traffic Control Warning Lights Type A	1,452.000 DAY		
0220	643.0715 Traffic Control Warning Lights Type C	2,520.000 DAY		
0222	643.0900 Traffic Control Signs	36,620.000 DAY		
0224	643.0910 Traffic Control Covering Signs Type I	4.000 EACH		<u>.</u>
0226	643.0920 Traffic Control Covering Signs Type II	17.000 EACH		
0228	643.1050 Traffic Control Signs PCMS	48.000 DAY		
0230	643.5000 Traffic Control	1.000 EACH		
0232	645.0120 Geotextile Type HR	44.000 SY		
0234	645.0130 Geotextile Type R	30.000 SY		
0236	646.1020 Marking Line Epoxy 4-Inch	67,509.000 LF		
0238	646.1040 Marking Line Grooved Wet Ref Epoxy 4- Inch	94,857.000 LF		·
0240	646.3020 Marking Line Epoxy 8-Inch	550.000 LF		
0242	646.4520 Marking Line Same Day Epoxy 4-Inch	64,457.000 LF		



Proposal Schedule of Items

Page 9 of 11

Proposal ID: 20200114034	4 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019824, WISC 2019825
SECTION: 0001	Contract Items	

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	646.6120 Marking Stop Line Epoxy 18-Inch	92.000 LF		
0246	646.9000 Marking Removal Line 4-Inch	952.000 LF	. <u></u>	. <u></u> .
0248	648.0100 Locating No-Passing Zones	8.400 MI		
0250	649.0105 Temporary Marking Line Paint 4-Inch	133,014.000 LF		
0252	649.0150 Temporary Marking Line Removable Tape 4-Inch	1,300.000 LF	·	
0254	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	50.000 LF	. <u> </u>	
0256	650.4500 Construction Staking Subgrade	1,791.000 LF		
0258	650.5000 Construction Staking Base	1,791.000 LF		
0260	650.5500 Construction Staking Curb Gutter and Curb & Gutter	572.000 LF	·	
0262	650.6000 Construction Staking Pipe Culverts	3.000 EACH		
0264	650.8000 Construction Staking Resurfacing Reference	46,465.000 LF		
0266	650.9910 Construction Staking Supplemental Control (project) 01. 8949-04-61	LS	LUMP SUM	
0268	650.9910 Construction Staking Supplemental Control (project) 02. 8949-04-64	LS	LUMP SUM	·
0270	650.9910 Construction Staking Supplemental Control (project) 03. 8949-05-73	LS	LUMP SUM	·



Proposal Schedule of Items

Page 10 of 11

Proposal ID: 20200114034 Project(s): 8949-04-61, 8949-04-64, 8949-04-70, 8949-05-73 Federal ID(s): WISC 2019822, WISC 2019823, WISC 2019824, WISC 2019825 SECTION: 0001 Contract Items Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	650.9920 Construction Staking Slope Stakes	1,791.000 LF		
0274	653.0905 Removing Pull Boxes	6.000 EACH		
0276	654.0102 Concrete Bases Type 2	4.000 EACH	. <u></u>	. <u></u>
0278	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	4.000 EACH		·
0280	657.0305 Poles Type 2	4.000 EACH		
0282	657.0595 Trombone Arms 25-FT	4.000 EACH		
0284	658.5069 Signal Mounting Hardware (location) 01. USH 12 & STH 128	LS	LUMP SUM	
0286	661.0100 Temporary Traffic Signals for Bridges (structure) 01. B-55-75	LS	LUMP SUM	
0288	690.0150 Sawing Asphalt	737.000 LF		
0290	740.0440 Incentive IRI Ride	32,538.000 DOL	1.00000	32,538.00
0292	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	4,000.000 HRS	5.00000	20,000.00
0294	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,260.000 HRS	5.00000	6,300.00
0296	SPV.0060 Special 01. Remove And Salvage Solar Powered Flasher System	3.000 EACH		
0298	SPV.0060 Special 02. Install State-Furnished Solar Powered Flasher System	4.000 EACH		
	Section: 000	01	Total:	

Total Bid:

_---

PLEASE ATTACH SCHEDULE OF ITEMS HERE



Wisconsin Department of Transportation

January 6, 2020

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

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

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of January 14, 2020

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

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

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section "General Decision Number: WI20200010 01/03/2020

Superseded General Decision Number: WI20190010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/03/2020

BRWI0001-002 06/03/2019

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

Fringes Rates BRICKLAYER.....\$ 33.80 24.28 _____ BRWI0002-002 06/01/2019 ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES Rates Fringes BRICKLAYER.....\$ 39.94 23.30 -----BRWI0002-005 06/01/2019 ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 35.51 23.37 BRWI0003-002 06/03/2019

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

Rates Fringes

BRICKLAYER.....\$ 34.18 23.90

-----BRWI0004-002 06/01/2019 KENOSHA, RACINE, AND WALWORTH COUNTIES Fringes Rates BRICKLAYER.....\$ 38.43 25.10 _____ BRWI0006-002 06/01/2019 ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES Rates Fringes BRICKLAYER.....\$ 35.06 23.02 _____ BRWI0007-002 06/03/2019 GREEN, LAFAYETTE, AND ROCK COUNTIES Fringes Rates BRICKLAYER.....\$ 35.57 24.22 -----BRWI0008-002 06/01/2019 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes BRICKLAYER.....\$ 38.93 24.22 -----BRWI0011-002 06/03/2019 CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES Fringes Rates BRICKLAYER.....\$ 34.18 23.90 _____ BRWI0019-002 06/03/2019

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

	Rates	Fringes
BRICKLAYER	\$ 33.40	24.68
BRWI0034-002 06/03/2019		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER		24.23
CARP0087-001 05/01/2016		
BURNETT (W. of Hwy 48), PIERCE (W. 35, 48 & 65), AND ST. CROIX (W. of		· ·
	Rates	Fringes
Carpenter & Piledrivermen		18.39
CARP0252-002 06/01/2016		
ADAMS, BARRON, BAYFIELD (Eastern BURNETT (E. of Hwy 48), CALUMET, C CRAWFORD, DANE, DODGE, DOOR, DUNN, area bordering Michigan State Line GRANT, GREEN, GREEN LAKE, IOWA, IF JUNEAU, KEWAUNEE, LA CROSSE, LAFAY MANITOWOC, MARATHON, MARINETTE (ex MENOMINEE, MONROE, OCONTO, ONEIDA, of Hwys 29 & 65), POLK (E. of Hwys PRICE, RICHLAND, ROCK, RUSK, SAUK, ST CROIX (E. of Hwy 65), TAYLOR, T	CHIPPEWA, CLARK, EAU CLAIRE, FL), FOND DU LAC, RON, JACKSON, JE (ETTE, LANGLADE, (CEPT N.E. COTHE OUTAGAMIE, PEF 5 35, 48 & 65), SAWYER, SHAWAM	COLUMBIA, ORENCE (except FOREST, EFFERSON, LINCOLN, er), MARQUETTE, PIN, PIERCE (E. PORTAGE, NO, SHEBOYGAN,
WALWORTH, WASHBURN, WAUPACA, WAUSH	ARA, WINNEBAGO,	, AND WOOD

COUNTIES

Rates Fringes

CARPENTER

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

CARP0252-010 06/01/2016

ASHLAND COUNTY

Rates Fringes

Carpenters

Carpenter\$	33.56	18.00
Millwright\$	35.08	18.35
Pile Driver\$	34.12	18.00

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER		
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND DOL	JGLAS COUNTIES	
	Rates	Fringes
CARPENTER		
CARP2337-001 06/01/2016		
ZONE A: MILWAUKEE, OZAUKEE, WAUKE	ESHA AND WASHING	TON
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).

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

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

 Rates
 Fringes

Electricians:.....\$ 40.30
 22.24

ELEC0219-004 06/01/2016

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

Rates	Fringes
-------	---------

Electricians:

Electrical contracts over	
\$180,000\$ 32.38	18.63
Electrical contracts under	
\$180,000\$ 30.18	18.42

ELEC0242-005 05/16/2018

DOUGLAS COUNTY

- -

Rates	

Fringes

Electricians:\$	36.85	26.17
-----------------	-------	-------

ELEC0388-002 06/03/2019

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

Rates Fringes Electricians:.....\$ 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

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.

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

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

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

TEAM0039-001 06/01/2019

Rates	Fringes
-------	---------

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)).

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

...

"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

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,
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).

IRON0008-002 06/03/2018

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

Rates Fringes

IRONWORKER.....\$ 32.98 27.47

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

IRON0008-003 06/03/2018

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

Rates Fringes

IRONWORKER.....\$ 34.88 27.72

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

IRON0383-001 06/01/2019

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

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
-------	---------

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

nges
ľ

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

LAB00113-005 06/03/2019

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

Rates	Fringes
-------	---------

Laborers:

Group 1\$ 22.12	20.81
Group 2\$ 28.05	20.81
Group 3\$ 30.61	20.81
Group 4\$ 32.38	20.81

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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

* 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.

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

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

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

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

 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

"General Decision Number: WI20200015 01/03/2020

Superseded General Decision Number: WI20190015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

BOIL0107-001 01/01/2017

Rates Fringes

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

BRWI0001-002 06/03/2019

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

	Rates	Fringes
BRICKLAYER		
BRWI0002-002 06/01/2019		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIES	
	Rates	Fringes
BRICKLAYER		
BRWI0002-005 06/01/2019		
ADAMS, ASHLAND, BARRON, BROWN, B	URNETT, CALUMET,	CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DU	INN, FLORENCE, FO	ND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFER	SON, KEWAUNEE, LA	ANGLADE,
LINCOLN, MANITOWOC, MARATHON, MA	RINETTE, MARQUET	TE, MENOMINEE,

OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 35.51 23.37

_____ BRWI0003-002 06/03/2019 BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES Fringes Rates BRICKLAYER.....\$ 34.18 23.90 -----BRWI0004-002 06/01/2019 KENOSHA, RACINE, AND WALWORTH COUNTIES Fringes Rates BRICKLAYER.....\$ 38.43 25.10 _____ BRWI0006-002 06/01/2019 ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES Fringes Rates BRICKLAYER.....\$ 35.06 23.02 -----BRWI0007-002 06/03/2019 GREEN, LAFAYETTE, AND ROCK COUNTIES Rates Fringes BRICKLAYER.....\$ 35.57 24.22 -----BRWI0008-002 06/01/2019 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Fringes Rates BRICKLAYER.....\$ 38.93 24.22 _____ BRWI0009-001 06/03/2019

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

Rates Fringes BRICKLAYER.....\$ 34.18 23.90 -----BRWI0011-002 06/03/2019 CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES Fringes Rates BRICKLAYER.....\$ 34.18 23.90 -----BRWI0013-002 06/03/2019 DANE, GRANT, IOWA, AND RICHLAND COUNTIES Rates Fringes BRICKLAYER.....\$ 35.56 24.23 _____ BRWI0019-002 06/03/2019 BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES Fringes Rates BRICKLAYER.....\$ 33.40 24.68 _____ BRWI0021-002 06/03/2019 DODGE AND JEFFERSON COUNTIES Rates Fringes BRICKLAYER.....\$ 35.75 24.02 -----BRWI0034-002 06/03/2019 COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.56 24.23

CARP0087-001 05/01/2016

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

Rates Fringes

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

CARP0252-002 06/01/2016

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

Rates Fringes

CARPENTER

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

CARP0252-010 06/01/2016

ASHLAND COUNTY

Fringes

Carpenters

Carpenter\$	33.56	18.00
Millwright\$	35.08	18.35
Pile Driver\$	34.12	18.00

CARP0264-003 06/01/2016

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

Fringes Rates CARPENTER.....\$ 35.78 22.11 -----CARP0361-004 05/01/2018 BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES Rates Fringes CARPENTER.....\$ 36.15 20.43 -----CARP2337-001 06/01/2016 ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON ZONE B: KENOSHA & RACINE Fringes Rates PILEDRIVERMAN Zone A.....\$ 31.03 22.69 Zone B.....\$ 31.03 22.69 -----CARP2337-003 06/01/2016 Rates Fringes MILLWRIGHT Zone A.....\$ 29.98 21.53 Zone B.....\$ 29.98 21.53

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ELEC0014-002 06/03/2019

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

Rates Fringes

22200011 007 007 007 201

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

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

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

.....

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

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
-------	---------

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

ENGI0139-003 06/03/2019

REMAINING COUNTIES

Rates

Fringes

Power Equipment Operator

Group 1\$ 41.52 2.	2.45
Group 2\$ 40.27 2	2.45
Group 3\$ 38.97 2	2.45
Group 4\$ 38.44 2	2.45
Group 5\$ 36.37 2	2.45
Group 6\$ 34.84 2	2.45

HAZARDOUS WASTE PREMIUMS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/03/2018

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

Rates Fringes

IRONWORKER.....\$ 32.98 27.47

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

IRON0008-003 06/03/2018

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

Rates Fringes

IRONWORKER.....\$ 34.88 27.72

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

IRON0383-001 06/01/2019

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

IRON0512-008 05/01/2018

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

Rates Fringes

IRONWORKER.....\$ 37.10 10.10

IRON0512-021 05/01/2018

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

Rates Fringes

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 29.02	21.92
Group 2	\$ 29.17	21.92
Group 3	\$ 29.37	21.92
Group 4	\$ 29.52	21.92
Group 5	\$ 29.67	21.92
Group 6	\$ 25.51	21.92

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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

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

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

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

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
--------	----------	-------	-------

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.

* 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

.....

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.

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 6, 2020

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

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

NOTICE TO ALL CONTRACTORS:

Proposal #34: 8949-04-61, WISC 2019 822 Baldwin - Menomonie USH 63 to STH 128 USH 12 St. Croix County

> 8949-04-70, WISC 2019 824 Baldwin - Menomonie USH 63 to STH 128 USH 12 St. Croix County

8949-04-64, WISC 2019 823 Baldwin - Menomonie Union Pacific RR Bridge B-55-0075 USH 12 St. Croix County

8949-05-73, WISC 2019 825 Baldwin - Menomonie STH 28 Intersection USH 12 St. Croix County

Letting of January 14, 2020

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

Schedule of Items:

	Added Bid Item Quantities									
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total					
203.0200	Removing Old Structure Sta. 10+01.00	LS	0	1	1					

	Deleted Bid Item Quantities								
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total				
465.0425	Asphaltic Shoulder Rumble Strips 2-Lane Rural	LF	75,596	-75,596	0				

Plan Sheets:

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
48	Miscellaneous Quantities – Removed bid item 465.0425
195	Structure B-55-75 – added Removing Old Structure item

Schedule of Items

Attached, dated January 6, 2020, are the revised Schedule of Items Pages 1 - 11.

Plan Sheets

The following $8\frac{1}{2} \times 11$ -inch sheets are attached and made part of the plans for this proposal: Revised: 48 and 195

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

END OF ADDENDUM

	က]																D	ш
450 465.0475 ASPHALTIC	'n U	(m		-	0	110	e e e e e e e e e e e e e e e e e e e					ID 8 ID 8 Rev	3949 3949 /ised	um N -04-6 -05-7 She 6, 20	1/64, 3 et 48	/70			ALL ITEMS ARE CATEGORY 0010 UNLESS OTHERWISE NOTED	SHEET 48
ASPHALTIC RUMBLE STRIPS 465.0450 ASPHALTIC 465.0450	STATION LOCATION	469+00 USH 12 /		469+00 USH 12 7 74,471		128100.07 11011.12 5 11.05 00.00	13+75.26 STH 128		Quality Management Program to be used for: cceptance Density Acceptance	Incentive Dens ity PWL HMA Pavement 460.2005	Incentive Density PWL HMA Pavement 460.2005	Incentive Density HMA Pavement 460.2000	Incentive Density HMA Pavement 460.2000	Incentive Density HMA Pavement 460.2000	Incentive Density HMA Pavement 460.2000	Incentive Density HMA Pavement 460.2000	Incentive Density HMA Pavement 460.2000	Incentive Density HMA Pavement 460.2000	ALL ITEMS ARE CATEGOR	MISCELLANEOUS QUANTITIES
	PROJECT ID STATION TO	8949-04-61 35+00	946	8949-04-70 34+75	PROJECT 8949-04-70 TOTA	8949-05-73	5+85.22 - 5+85.22 - PROJECT 8949-05-73 TOTAL TOTAL		Quality Manac Mixture Acceptance	PWL Incentive Ar Voids HMA Pavement 460.2010	PWL Incentive Air Voids HMAPavement 460.2010	PWL Incentive Air Voids HMAPavement 460.2010	QMP as per SS 460	QMP as per SS 460	QMP as per SS 460					
								TABLE	Thickness	1 3/4"	2"	1 3/4"	2"	1 3/4"	2"	2"	1 3/4"	2"		COUNTY: ST. CROIX
								MIXTURE USE TABLE	Tons	<u> </u>	13,580		3,350	1,960	2,240	815	710	815		COUNTY
	645.0130 GEOTEXTILE TYPE R SY	10	2	4 4	44	4	30 02		Bid Item	4 MT 58-34V	4 MT 58-34V	4 MT 58-34V	4 MT 58-34V	4 MT 58-34V	4 MT 58-34V	4 MT 58-34V	4 MT 58-34S	4 MT 58-34S		
	606.0200 64 RIPRAP GEC <u>MEDIUM T</u> CY	2	u	2 2	5 5	2	2 6		Underlying Surface	4 MT 58-34V	Milled Existing HMA Surface	4 MT 58-34V	Miled Existing HMA Surface	4 MT 58-34V	Existing Base Aggrega <i>t</i> e	4 MT 58-34S	4 MT 58-34S	Base Aggregate		ISH 12
ES	465.0315 ASPHALTIC <u>FLUMES</u> SY	~ ~	-	7	12 7	13	21 4		Mixture Use	Upper Layer	Lower Layer	Upper Layer	Lower Layer	Upper Layer	Lower Layer	Upper Layer	Middle Layer	Lower Layer		HWY: USH 12
ASPHALTIC FLUMES	AS AS LOCATION	USH 12		USH 12 USH 12	STH 128 STH 128	STH 128			Station	4+35.24 to 469+00	4+35.24 to 469+00	4+35.24 to 469+00	4+35.24 to 469+00	4+35.24 to 469+00	4 +35.24 to 469+00	469+00 to 478+99.97	469+00 to 478+99.97	469+00 to 478+99.97		73
ASPH	OFFSET LC	Ц	1		RT S LT S	LT	<u>t</u>		Location	12-Ft Driving Lanes - USH 12	12-Ft Driving Lanes - USH 12	3-Ft Shoulder - USH 12	3-Ft Shoulder - USH 12	2-Ft Shoulder - USH 12	2-Ft Shoulder - USH 12	USH 12/STH 128	USH 12/STH 128	USH 12/STH 128		0 & 8949-05-
	PROJECT ID STATION 8949-04-61	222+50 PROJECT 8949-04-61 TOTA	8949-05-73	476+07 476+26	9+08 9+35	10+55			Project ID		8949-04-61	8949-04-61	8949-04-61	8949-04-70	8949-04-70	8949-05-73	8949-05-73 U	8949-05-73		PROJECT NO: 8949-04-61/64/70 & 8949-05-73

									STATE PROJECT NUMBER 8949-04-64
									8949-04-64
								GENERAL NOTES	
Image: State Stat								DRAWINGS SHALL NOT BE SCALED.	
								BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2" CLEAR UN NOTED.	UNLESS OTHERWISE SHOWN OR
								THE FIRST OR FIRST TWO DIGITS OF THE BAR MARK SIGNIFIES	ES THE BAR SIZE.
								DIMENSIONS SHOWN ARE BASED ON THE ORIGINAL STRUCTURE F	E PLANS.
								SEAL OVERLAY CONSTRUCTION JOINTS ACCORDING TO SECTION SPECIFICATIONS, COST INCIDENTAL TO BID ITEM "CONCRETE MAY	ON 502.3.13.1 OF THE STANDARD WASONRY OVERLAY DECKS".
								PROTECTIVE SURFACE TREATMENT TO BE APPLIED TO THE EN CONCRETE OVERLAY, EXPOSED TOP OF PANING BLOCK AND TO	ENTIRE TOP OF THE NEW FO THE VERTICAL AND
								HORIZONTAL SURFACES OF THE PAVING NOTCHES AT ABUTMEN DIGMENTED SUBFACE SEALED TO BE ADDIED TO THE EDONT S	ENT DIAPHRAGMS. T FACE AND THE TOP OF THE
Image: Normalize in the second sec								PARAPETS.	
Open to the state of the st								PREPARATION DECKS TYPE I PREPARATION DECKS TYPE 2. AND AREAS ARE BASED ON THE PLANS AND AS DETERMINED BY TH PREPARATION.JOINT REPAIR AND FULLIL-DEPTH DECK REPAIRS 5.	ND FULL-DEPTH DECK REPAIR THE ENGINEER, DECK SHALL BE FILLED WITH
Image: state is a state is								"CONCRETE MASONRY OVERLAY DECKS".	
								ANY EXCAVATION NECESSARY TO COMPLETE THE OVERLAY OR ABUTMENTS IS TO BE CONSIDERED INCIDENTAL TO THE BID ITE OVERLAY DECKS	OR JOINT REPAIRS AT THE ITEM "CONCRETE MASONRY
Bit Bit <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PROFILE GRADE LINE SHALL BE DETERMINED IN THE FIELD BAS</td> <td>ASED ON A MINIMIM OVERIAY</td>								PROFILE GRADE LINE SHALL BE DETERMINED IN THE FIELD BAS	ASED ON A MINIMIM OVERIAY
 								THORKNESS OF 1/2" PLACED ABOVE THE DECK SUBARCE AFTER THICKNESS OF 1/2" PLACED ABOVE THE DECK SUBFACE AFTER EXPECTED AVERAGE OVERLAY THICKNESS IS 2/2", IE EXPECTED THICKNESS IS EXCFEPTED BY MORE THAN 1/2" ("ONTACT THE CIT	ER SUFACE PREPARATION.
								THE EXISTING OVERLAY SHALL BE REMOVED FROM THE BRIDGE	GE DECK LINDER BID ITEM
								"REMOVING CONCRETE MASONRY DECK OVERLAY B-55-75".	
								ANY PARAPEL REMOVAL NECESSARY IN COMPLETE THE PARAP THE SUPERSTRUCTURE IS CONSIDERED INCIDENTAL TO THE BID PARAPETS".	SID ITEM "CLEANING
								APPLY BRUGE SEAT PROTECTION AS PER SECTION 502.3.12 OF APPLY DRUGES OF THE PROTECTION AS PER SECTION 502.3.12 OF APPLY OF APPLY OF A CHER AS A PROTECTION AND APPLY OF A APPLY OF A CHER AS A	OF THE STANDARD MENT. POWER WASH
								THE APPENDENCE ON EACH THORNESS IS BASED ON THE EXISTING THE APPENDENCE OVER AT THORNESS IS BASED ON THE EXISTING THORNESS PLUS 'A-NICH TO ACCOUNT FOR VARIATIONS IN TH	NG AVERAGE OVERLAY THE DECK SURFACE
		-						FULL PARAPET REMOVAL ON THE FOUR WINGS IS TO BE PAID "REMOVING OLD STRUCTURE STA. 10+01.00".	\sim
						-{			
	50		۲S			-			
		2	L S	}' } :	}' }				
	202		<u>ک</u> ۳	- 25	4	4			
	202		s, i	- 658		658			
	203		S۲	168	п				
	203		EACH	-	+	+			
Bar Antonic An	202		LB EACU						
AD OUNCERS NO.6 EAA Do< Do DO <thdo< th=""> <thdo< th=""> DO</thdo<></thdo<>	205		EACH	v m		~ ~			
	505		EACH	1	'	10			
	205		EACH	۔ ج و		ې ور ا		ID Re	
Contraction Contraction <thcontraction< th=""> <thcontraction< th=""></thcontraction<></thcontraction<>	00		2	07 0		02 •		8 ve	
Joint RePuil Str Za Za <thza< th=""> Za <thza< th=""> Za Za</thza<></thza<>	005		۲ S	616		616		92 ise	
International conditient of the control of	202	:	۶۲	24 -		24		19 ed	
FULL DEPTH DECK REPAIR 2Y 1 1 5 REUNDING CONRET MASSIMUTION CONRET MASSIMUTION 5 EVENOME CON RELAY FOR CONSET MASSIMUTION 5 EVENOME CON RELAY PES-T5 EVENOME CON RELAY FOR CONSET MASSIMUTION 5 EVENOME CONSET MASSIMUTION 6 EVENOME CONSET MASSIMUTION 6 EVENOME CONSET MASSIMUTION 6 EVENOME CONSET MASSIMUTION 7 EVENOME CONSET MASSIMUTION	203		SF	3	2 -	5		-0 S	
Image: Second Condition Mathematical Decks Condition Mathematical Decks Condition Mathematical Decks Condition Mathematical Decks Condition Mathematical Mathmatical Mathematical Mathematical Mathematical Mathemati	200		SΥ		' 	-		n 4-	
Image: State in the s	50		2 2	56		56		No. 64	
Anchor Assemults For assemults Each 4 4 4 5 5 ICUTURE DESIGN SECTION Interest	200	i v	5 5	326 -		326). 1 et 1	STATE OF WISCONSIN RTMENT OF TRANSPORTATION
NNN-BD ITEMS LS LS <thls< th=""> LS LS</thls<>	614		EACH	4		4		01 19	CTURES DESIGN SECTION
Same reviction U2 U2 U2 Size 1/2 1/2 CENERAL NOTES 8 SHEET 2 OUANTITIES 195		NON-BID ITEMS				-			B-55-75
& SHEET 2 195			SIZE			- 1/2			BAF
195				-		-]	GENERAL 1	& SHEET
								QUANT	



	Propos	sal Schedule of Items	Page 1 of 11
Proposal ID: 20200114	1034 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8	949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019825	C 2019824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	203.0100 Removing Small Pipe Culverts	1.000 EACH	i	
0004	203.0225.S Debris Containment (structure) 01. B-55- 75	LS	LUMP SUM	·
0006	204.0110 Removing Asphaltic Surface	40.000 SY	i	
0008	204.0115 Removing Asphaltic Surface Butt Joints	145.000 SY	ii	·
0010	204.0120 Removing Asphaltic Surface Milling	152,795.000 SY		i
0012	204.0150 Removing Curb & Gutter	668.000 LF		
0014	204.0155 Removing Concrete Sidewalk	36.000 SY		
0016	204.0165 Removing Guardrail	2,033.000 LF		
0018	204.0195 Removing Concrete Bases	3.000 EACH		i
0020	204.0220 Removing Inlets	1.000 EACH		
0022	204.0245 Removing Storm Sewer (size) 01. 24- Inch	46.000 LF		·
0024	205.0100 Excavation Common	16,981.000 CY		
0026	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 8949-04-61	LS	LUMP SUM	
0028	211.0400 Prepare Foundation for Asphaltic Shoulders 01. 8949-04-70	930.000 STA	<u>.</u>	·
0030	213.0100 Finishing Roadway (project) 01. 8949- 04-61	1.000 EACH		·



	Propos	sal Schedule of Items	Page 2 of 11
Proposal ID: 20200114034	Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05	-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019 2019825	824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	213.0100 Finishing Roadway (project) 02. 8949- 04-64	1.000 EACH	·	·
0034	213.0100 Finishing Roadway (project) 04. 8949- 05-73	1.000 EACH	·	·
0036	305.0110 Base Aggregate Dense 3/4-Inch	3,275.000 TON	. <u></u>	
0038	305.0120 Base Aggregate Dense 1 1/4-Inch	6,467.000 TON		ii
0040	305.0410 Aggregate Detours	50.000 TON		·
0042	305.0500 Shaping Shoulders	930.000 STA		i
0044	312.0110 Select Crushed Material	7,224.000 TON		·
0046	455.0605 Tack Coat	25,145.000 GAL	<u>.</u>	
0048	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	1.000 EACH	·	
0050	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	2.000 EACH	·	
0052	460.2000 Incentive Density HMA Pavement	1,490.000 DOL	1.00000	1,490.00
0054	460.2005 Incentive Density PWL HMA Pavement	25,460.000 DOL	1.00000	25,460.00
0056	460.2010 Incentive Air Voids HMA Pavement	35,930.000 DOL	1.00000	35,930.00
0058	460.6224 HMA Pavement 4 MT 58-28 S	1,523.000 TON		i
0060	460.6644 HMA Pavement 4 MT 58-34 V	36,742.000 TON		



	Propos	sal Schedule of Items	Page 3 of 11
Proposal ID: 20200114	034 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8	949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019825	C 2019824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	465.0105 Asphaltic Surface	500.000 TON		
0064	465.0110 Asphaltic Surface Patching	100.000 TON	. <u> </u>	
0066	465.0115 Asphaltic Surface Detours	50.000 TON		
0068	465.0315 Asphaltic Flumes	55.000 SY		
0072	465.0450 Asphaltic Intersection Rumble Strips	160.000 SY		
0074	465.0475 Asphalt Centerline Rumble Strips 2-Lane Rural	37,940.000 LF	. <u> </u>	·
0076	502.0100 Concrete Masonry Bridges	33.000 CY	·	ii
0078	502.3101 Expansion Device (structure) 01. B-55- 75	51.000 LF	. <u></u>	
0080	502.3200 Protective Surface Treatment	658.000 SY	·	
0082	502.3210 Pigmented Surface Sealer	190.000 SY	<u>.</u>	
0084	502.4205 Adhesive Anchors No. 5 Bar	470.000 EACH		
0086	505.0600 Bar Steel Reinforcement HS Coated Structures	7,520.000 LB		
0088	505.0904 Bar Couplers No. 4	2.000 EACH		
0090	505.0905 Bar Couplers No. 5	3.000 EACH		
0092	505.0906 Bar Couplers No. 6	10.000 EACH		



	Propos	sal Schedule of Items	Page 4 of 11
Proposal ID: 20200114034	4 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-	05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 20 2019825	19824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	505.0908 Bar Couplers No. 8	6.000 EACH		
0096	509.0301 Preparation Decks Type 1	20.000 SY	·	
0098	509.0302 Preparation Decks Type 2	8.000 SY	·	
0100	509.0505.S Cleaning Decks to Reapply Concrete Masonry Overlay	616.000 SY		
0102	509.1000 Joint Repair	24.000 SY		
0104	509.1500 Concrete Surface Repair	5.000 SF	·	
0106	509.2000 Full-Depth Deck Repair	1.000 SY		
0108	509.2500 Concrete Masonry Overlay Decks	56.000 CY		
0110	509.9005.S Removing Concrete Masonry Deck Overlay (structure) 01. B-55-75	616.000 SY	·	;
0112	509.9050.S Cleaning Parapets	326.000 LF		
0114	520.1024 Apron Endwalls for Culvert Pipe 24-Inch	2.000 EACH	·	
0116	520.3324 Culvert Pipe Class III-A 24-Inch	90.000 LF		
0118	522.2338 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 38x60- Inch	80.000 LF		
0120	522.2638 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 38x60-Inch	4.000 EACH	. <u></u>	·



	Propos	sal Schedule of Items	Page 5 of 11
Proposal ID: 20200114034	Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05	-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019 2019825	824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	601.0553 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D	202.000 LF	·	·
0124	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	370.000 LF		
0126	603.8000 Concrete Barrier Temporary Precast Delivered	650.000 LF		i
0128	603.8125 Concrete Barrier Temporary Precast Installed	1,300.000 LF		i
0130	606.0200 Riprap Medium	12.000 CY		
0132	606.0300 Riprap Heavy	12.000 CY		
0134	614.0010 Barrier System Grading Shaping Finishing	16.000 EACH		i
0136	614.0150 Anchor Assemblies for Steel Plate Beam Guard	4.000 EACH	·	·
0138	614.0200 Steel Thrie Beam Structure Approach	152.000 LF	. <u></u>	
0140	614.0305 Steel Plate Beam Guard Class A	250.000 LF	. <u></u>	
0142	614.0370 Steel Plate Beam Guard Energy Absorbing Terminal	8.000 EACH	·	·
0144	614.2300 MGS Guardrail 3	814.000 LF	·	<u></u>
0146	614.2500 MGS Thrie Beam Transition	240.000 LF		
0148	614.2610 MGS Guardrail Terminal EAT	10.000 EACH		



	Propos	sal Schedule of Items	Page 6 of 11
Proposal ID: 20200114034	Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05	-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019 2019825	824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	618.0100 Maintenance And Repair of Haul Roads (project) 01. 8949-04-61	1.000 EACH	·	·
0152	618.0100 Maintenance And Repair of Haul Roads (project) 02. 8949-04-64	1.000 EACH		
0154	618.0100 Maintenance And Repair of Haul Roads (project) 04. 8949-05-73	1.000 EACH	·	·
0156	619.1000 Mobilization	1.000 EACH		
0158	624.0100 Water	146.100 MGAL	. <u></u>	
0160	625.0500 Salvaged Topsoil	11,190.000 SY	. <u></u>	
0162	627.0200 Mulching	1,000.000 SY	. <u></u>	
0164	628.1504 Silt Fence	10,319.000 LF	<u>.</u>	<u>.</u>
0166	628.1520 Silt Fence Maintenance	10,319.000 LF	. <u></u>	
0168	628.1905 Mobilizations Erosion Control	10.000 EACH	. <u></u> .	
0170	628.1910 Mobilizations Emergency Erosion Control	10.000 EACH	. <u></u>	
0172	628.2004 Erosion Mat Class I Type B	13,990.000 SY	. <u></u> .	
0174	628.7504 Temporary Ditch Checks	535.000 LF	. <u></u>	
0176	628.7555 Culvert Pipe Checks	40.000 EACH		
0178	629.0210 Fertilizer Type B	9.000 CWT		



	Propos	sal Schedule of Items	Page 7 of 11
Proposal ID: 202001140	34 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 894	19-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019825	2019824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	630.0130 Seeding Mixture No. 30	254.000 LB		
0182	630.0200 Seeding Temporary	378.000 LB	<u>.</u>	
0184	630.0300 Seeding Borrow Pit	100.000 LB	<u>.</u>	
0186	630.0500 Seed Water	314.000 MGAL	<u>.</u>	
0188	633.5200 Markers Culvert End	6.000 EACH	<u>_</u>	
0190	634.0614 Posts Wood 4x6-Inch X 14-FT	3.000 EACH	<u>.</u>	
0192	634.0616 Posts Wood 4x6-Inch X 16-FT	4.000 EACH	<u>.</u>	
0194	634.0618 Posts Wood 4x6-Inch X 18-FT	6.000 EACH	·	
0196	634.0622 Posts Wood 4x6-Inch X 22-FT	3.000 EACH		
0198	634.0624 Posts Wood 4x6-Inch X 24-FT	3.000 EACH	. <u> </u>	
0200	637.2210 Signs Type II Reflective H	212.940 SF		
0202	637.2230 Signs Type II Reflective F	21.130 SF	. <u> </u>	
0204	638.2102 Moving Signs Type II	19.000 EACH		
0206	638.2602 Removing Signs Type II	21.000 EACH	. <u></u>	
0208	638.3000 Removing Small Sign Supports	24.000 EACH		
0210	638.4000 Moving Small Sign Supports	16.000 EACH		



	Propos	sal Schedule of Items	Page 8 of 11
Proposal ID: 20200114034	Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-0)5-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 201 2019825	9824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	642.5001 Field Office Type B	1.000 EACH		
0214	643.0300 Traffic Control Drums	5,250.000 DAY		
0216	643.0420 Traffic Control Barricades Type III	1,309.000 DAY		
0218	643.0705 Traffic Control Warning Lights Type A	1,452.000 DAY		
0220	643.0715 Traffic Control Warning Lights Type C	2,520.000 DAY		<u>.</u>
0222	643.0900 Traffic Control Signs	36,620.000 DAY		
0224	643.0910 Traffic Control Covering Signs Type I	4.000 EACH		<u>.</u>
0226	643.0920 Traffic Control Covering Signs Type II	17.000 EACH		
0228	643.1050 Traffic Control Signs PCMS	48.000 DAY		<u>.</u>
0230	643.5000 Traffic Control	1.000 EACH		
0232	645.0120 Geotextile Type HR	44.000 SY		<u>.</u>
0234	645.0130 Geotextile Type R	30.000 SY		
0236	646.1020 Marking Line Epoxy 4-Inch	67,509.000 LF		
0238	646.1040 Marking Line Grooved Wet Ref Epoxy 4- Inch	94,857.000 LF	;	;
0240	646.3020 Marking Line Epoxy 8-Inch	550.000 LF		<u>.</u>
0242	646.4520 Marking Line Same Day Epoxy 4-Inch	64,457.000 LF		



	Propos	sal Schedule of Items	Page 9 of 11
Proposal ID: 20200114	1034 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8	8949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WIS 2019825	C 2019824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	646.6120 Marking Stop Line Epoxy 18-Inch	92.000 LF		·
0246	646.9000 Marking Removal Line 4-Inch	952.000 LF	ii	
0248	648.0100 Locating No-Passing Zones	8.400 MI		
0250	649.0105 Temporary Marking Line Paint 4-Inch	133,014.000 LF		
0252	649.0150 Temporary Marking Line Removable Tape 4-Inch	1,300.000 LF		·
0254	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	50.000 LF	<u>.</u>	·
0256	650.4500 Construction Staking Subgrade	1,791.000 LF	<u> </u>	<u></u>
0258	650.5000 Construction Staking Base	1,791.000 LF		
0260	650.5500 Construction Staking Curb Gutter and Curb & Gutter	572.000 LF		·
0262	650.6000 Construction Staking Pipe Culverts	3.000 EACH	;	
0264	650.8000 Construction Staking Resurfacing Reference	46,465.000 LF		·
0266	650.9910 Construction Staking Supplemental Control (project) 01. 8949-04-61	LS	LUMP SUM	
0268	650.9910 Construction Staking Supplemental Control (project) 02. 8949-04-64	LS	LUMP SUM	·
0270	650.9910 Construction Staking Supplemental Control (project) 03. 8949-05-73	LS	LUMP SUM	·



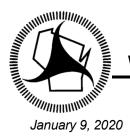
	Propos	sal Schedule of Items	Page 10 of 11
Proposal ID: 20200114	4034 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8	3949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WIS 2019825	C 2019824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	650.9920 Construction Staking Slope Stakes	1,791.000 LF		
0274	653.0905 Removing Pull Boxes	6.000 EACH		
0276	654.0102 Concrete Bases Type 2	4.000 EACH	i	
0278	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	4.000 EACH	. <u></u>	
0280	657.0305 Poles Type 2	4.000 EACH		
0282	657.0595 Trombone Arms 25-FT	4.000 EACH	·	
0284	658.5069 Signal Mounting Hardware (location) 01. USH 12 & STH 128	LS	LUMP SUM	. <u> </u>
0286	661.0100 Temporary Traffic Signals for Bridges (structure) 01. B-55-75	LS	LUMP SUM	
0288	690.0150 Sawing Asphalt	737.000 LF		. <u></u>
0290	740.0440 Incentive IRI Ride	32,538.000 DOL	1.00000	32,538.00
0292	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	4,000.000 HRS	5.00000	20,000.00
0294	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,260.000 HRS	5.00000	6,300.00
0296	SPV.0060 Special 01. Remove And Salvage Solar Powered Flasher System	3.000 EACH		
0298	SPV.0060 Special 02. Install State-Furnished Solar Powered Flasher System	4.000 EACH		



	Propos	sal Schedule of Items	Page 11 of 11
Proposal ID: 2020011403	4 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949	9-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2 2019825	2019824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0300	203.0200 Removing Old Structure (station) 01. 10+01.00	LS	LUMP SUM	·
	Section:	0001	Total:	
			Total Bid:	·



Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

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

NOTICE TO ALL CONTRACTORS:

Proposal #34: 8

8949-04-61, WISC 2019 822 Baldwin - Menomonie USH 63 to STH 128 USH 12 St. Croix County

8949-04-70, WISC 2019 824 Baldwin - Menomonie USH 63 to STH 128 USH 12 St. Croix County 8949-04-64, WISC 2019 823 Baldwin - Menomonie Union Pacific RR Bridge B-55-0075 USH 12 St. Croix County

8949-05-73, WISC 2019 825 Baldwin - Menomonie STH 28 Intersection USH 12 St. Croix County

Letting January 14, 2020

This is Addendum No. 02, which provides for the following:

	Revised Bid Item Quantities				
Bid Item	Item Description	Unit	Old	Revised	Proposal
Did item	Ren Description	Unit	Quantity	Quantity	Total
305.0210	Base Aggregate Dense 1 ¼ Inch	TON	6467	800	7267
606.0300	Riprap Heavy	CY	12	6	18
628.7555	Culvert Pipe Checks	EACH	40	24	64
633.5200	Markers Culvert End	EACH	6	4	10
645.0120	Geotextile Fabric Type HR	SY	44	36	80
650.6000	Construction Staking Pipe Culverts	EACH	3	2	5

	Added Bid Item Quanti	ties			
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
203.0200	Removing Old Structure (STA. 216+15)	LS	0	1	1
203.0200	Removing Old Structure (STA 246+96)	LS	0	1	1
204.0100	Removing Pavement	SY	0	665	665
522.2324	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	LF	0	96	96
522.2624	Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-inch	EACH	0	4	4
643.1000	Traffic Control Signs Fixed Message	SF	0	95	95
690.0250	Sawing Concrete	LF	0	120	120

Plan Sheets:

	Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)	
3	Project Overview	
20	Traffic Control overview	
27	Detour Plan: Updated to match sign plate detail. Shows sign(s) on its own supports.	
29	Detour Plan: Updated to match sign plate detail. Shows sign(s) on its own supports.	
44, 46, 49 & 56	Miscellaneous Quantities: Various updates	
58	Plan: Added curb and gutter information.	
61	Plan: Added culvert replacement information.	
62	Plan: Added culvert replacement information.	

	Added Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
194A	Sign Plates: Signing detail sheet for fixed message signs

Schedule of Items

Attached, dated January 9, 2020, are the revised Schedule of Items Pages 1 - 11.

Plan Sheets

The following $8\frac{1}{2} \times 11$ -inch sheets are attached and made part of the plans for this proposal: Revised: 3, 9, 20, 27, 29, 44, 46, 49, 56, 58, 61 and 62. Added: Page 194A.

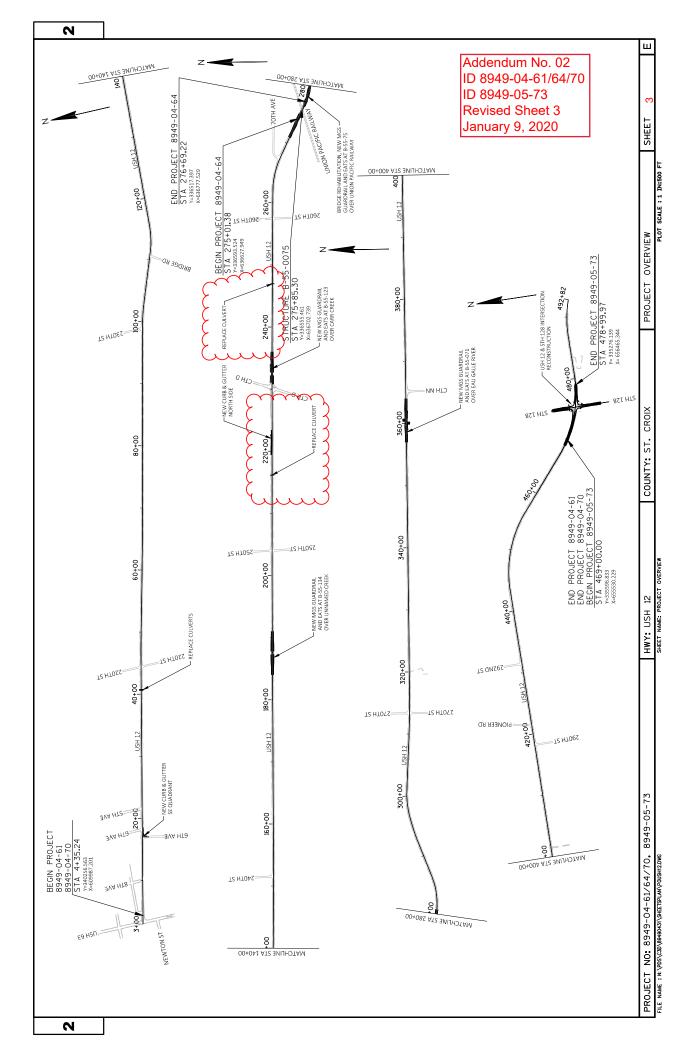
The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

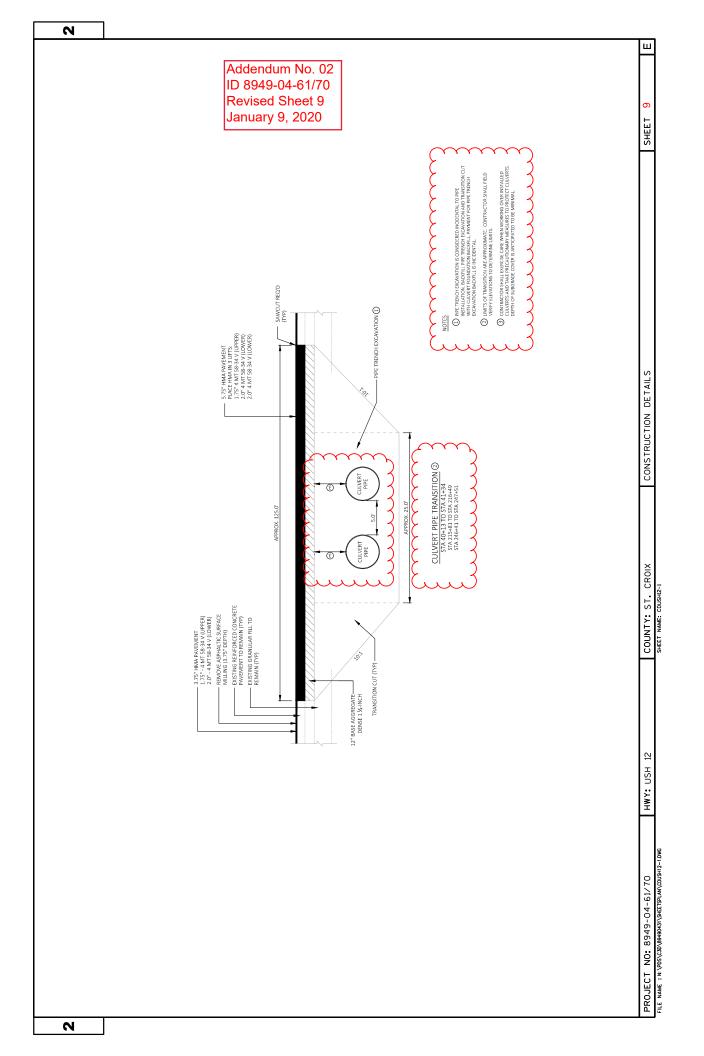
Sincerely,

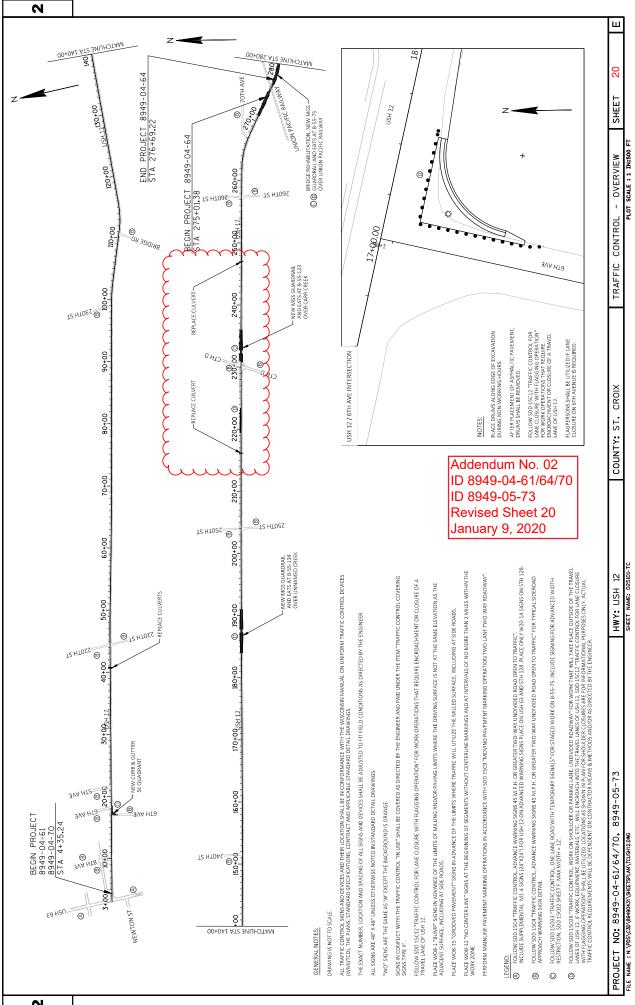
Mike Coleman

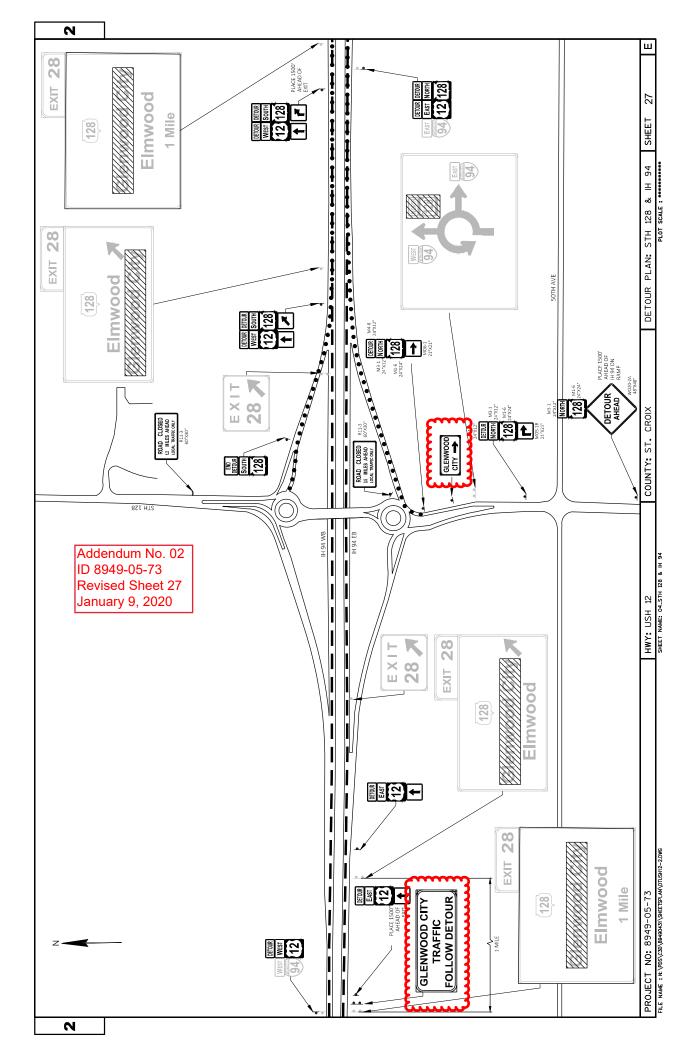
Proposal Development Specialist Proposal Management Section

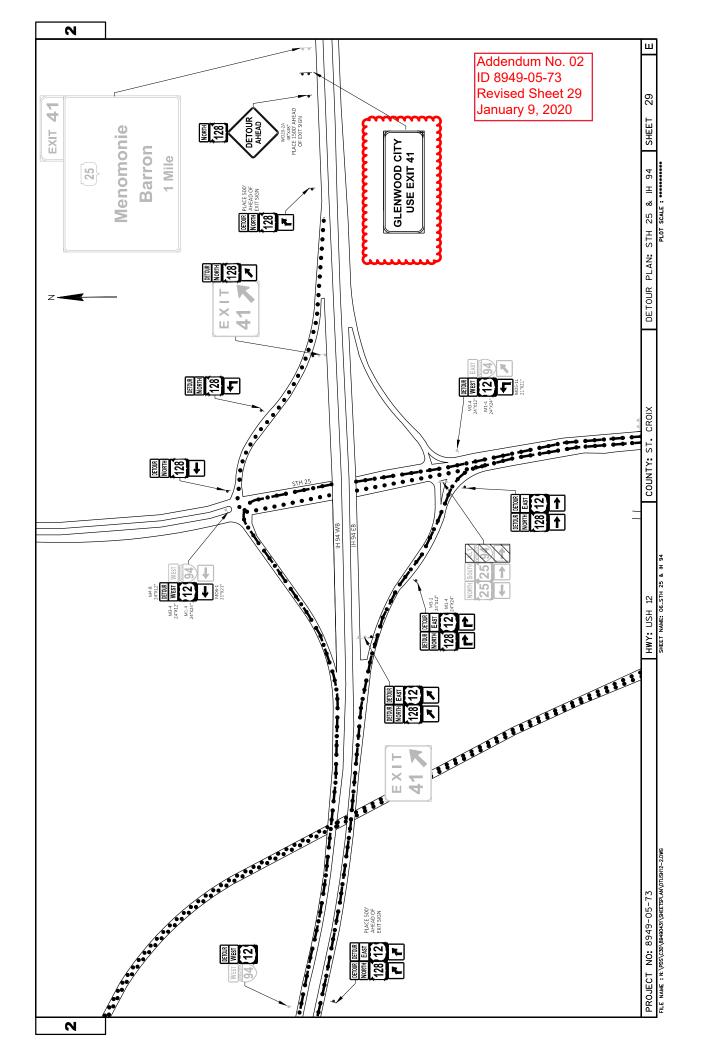
END OF ADDENDUM











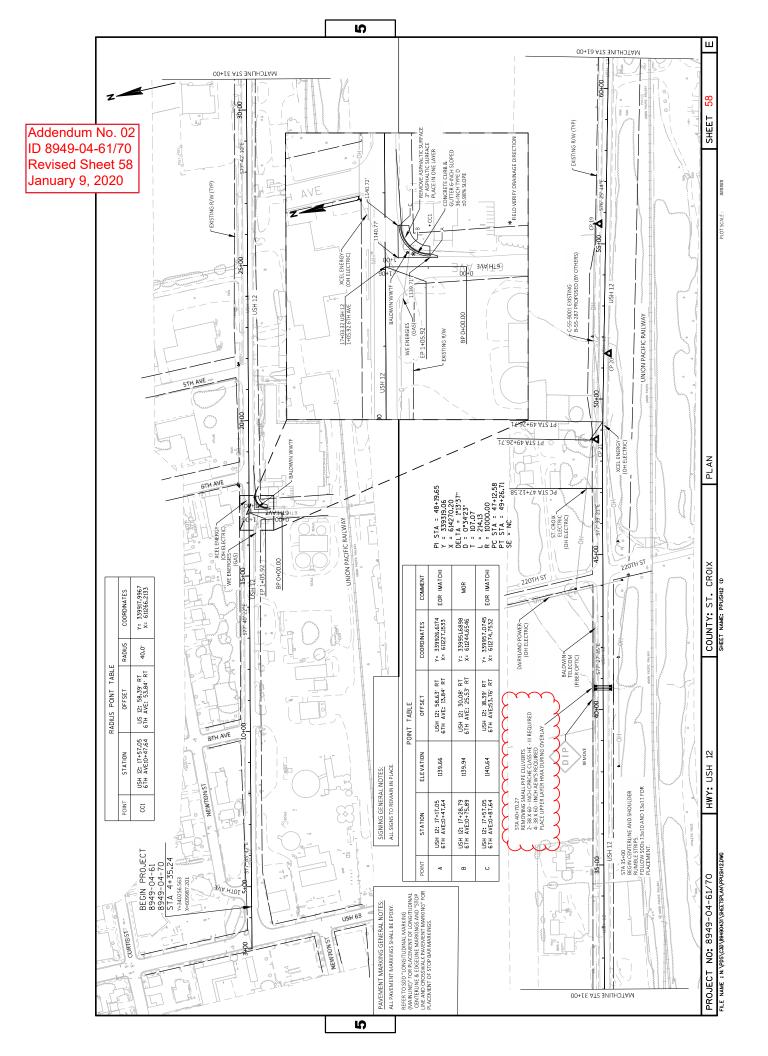
		ო																																—
Addendum ID 8949-04-	61/		0		I	1				1	I				1.				1			I		I		(0	1						ALL ITEMS ARE CATEGORY 0010 UNLESS OTHERWISE NOTED	
ID 8949-05- Revised Sh January 9, 2	eet			0	SY3	CTLIMITS			FION RT	TION LT	TION LT	N LT & RT			N LT & RT	INTERSECTION LT & RT	FION RT			TION RT	TION LT	TION LT			SOUTH PROJECT LIMITS	NORTH PROJECT LIMITS	CTLIMITS						THERWIS	44
					KEINARKS	WEST PROJECT LIMITS	NTERSECTION I T	INTERSECTION LT	INTERSECTION RT	INTERSECTION LT	INTERSECTION LT	INTERSECTION LT & RT	INTERSECTION LT	INTERSECTION RT	INTERSECTION LT & RT	ERSECTIC	INTERSECTION RT	INTERSECTION LT	IN LERSECTION LT & RT	INTERSECTION RT	INTERSECTION LT	INTERSECTION LT			ITH PROJE	RTH PROJI	EAST PROJECT LIMITS						NLESS 0 ⁻	SHEET
ATS	0	150	DN	ALT														_										~					17 0010 UI	HS
IIOL TTUB	0000	6 690.0150 IG IC		AS	5	3,8	34	37	28	33	33	48	28	23	49	20	42	21	α 4	22	21	25	655		24	30	28	82	-				CATEGOR	
URFACE I	3110 100	204.0115 REMOVING ASPHALTIC	SURFACE	BUTT JOINTS	5	α	o oc	0 00	9	7	7	1	9 0	סיכ	11	16	6	Ω,	E. 4	o o			145		I	I	1	145	-				MS ARE (VTITIES
REMOVING ASPHALTIC SURFACE BUTT JOINTS					LUCATION	11SH 12	VEWTON ST	8TH AVE	6TH AVE	6TH AVE	5TH AVE	220TH ST	230TH ST	SKIUGE RU 240TH ST	250TH ST	CTH D	260TH ST	70TH AVE		290TH ST	PIONEER RD	292ND ST			STH 128	STH 128	USH 12						ALL ITE	MISCELLANEOUS QUANTITIES
VING ASP					SIAILUN		4+99 N		17+17	18+32			98+93 3						313+33															LANFOI
REMO							1	- 1	۰ ۲	- 1	- 2	-	۰ ۱		- 20	- 23	- 25	- 26	י סילי	י י אַ אָ	-		DTAL					JIAL						MISCEL
				NOITY TO	SIAILUN	4+35 24	4+65	9+76	16+89	17+99	21+35	44+14	98+65 110-15	151+39	203+85	229+63	257+37	267+19	313+24	418+14	421+40	431+30	PROJECT 8949-04-61 TOTAL		5+85.22	13+75.26	478+99.97	РКОЈЕСТ 8949-05-73 ГОТА ТОТАТ						
																							OJECT 894	8949-05-73					ł					
					700	20					-								ļ				PR	894				Ϋ́Υ	2					ROIX
<u> </u>			\sim	\sim							\cap	<u>ک</u>				Γ		Ę	<u> </u>	\sim	γ	~		\sim			~	Y	\sim	~~	\sim)		COUNTY: ST CROIX
Ę						JLVERT						2						5						C N		AD	LACEMEN	LACEMEN ⁻	REPLACEMENT		x x x)))		COUNT
Ę			NRKS		RCP	1 - 2' X 2' CONCRETE BOX CULVERT	1 - 2' X 2' CONCRETE BOX CULVERI					2						2								SF OUAD	CULVERT REPLACEMENT	CULVERT REPLACEMENT	CULVERT REPI)))		
Ę			REMARKS		1 - 40" RCP	CONCRE	CONCRE					1						2			c L	50	Q	ETE			CULV				× ×)))		
Ę						1-2'X2	1-2'X2					2						2				690.0250		CONCRETE	5		40	40	120	120	~)))		SH 12
	2	203.0200 REMOVING OLD STRUCTURE			1	. .	- 0	N C	٦			2						2		ENT		204.0110 DEMOVING	ASPHALTIC	SURFACE	5	40	I	I	I	40)))		HWY-11SH 12
)						2		REMOVING PAVEMENT		204.0100		PAVEMENT	5		270	150	245 665	665	x x x)))		
		203.0100 REMOVING SMALL PIPF CUILVERTS	EACH		-	I	1	- -	-)						8		REMOVIN	c	2	RE		LUCATION	USH 12	USH 12	USH 12	USH 12		x x x x)))		-05-73
	-1	2 REMO										$\left(\right)$						8													x x x x)))		8949
Ę			ATIC		USH 12	USH 12	USH 12	AL)						6								17+57	41+34	216+49	247+51		x x x x)) \		61/64/70
			LOCATION				- 12					- ")				L		6							2	'	'	•	' ₫	t I	~	(14
					40+70	216+15	246+96	-04-01-0				3						ζ						Č F		7+15)+13	5+81	6+41 -61 TO		× ×))		3949
			PROJECT ID STATION LOCA		40+70	216+15	246+96		Ļ																8949-04-61 8141101	17+15	40+13	215+81	246+41 • T 8040-04-61 TO	TOTAL	* * * * *))))		PROJECT NO: 8949-04-61/64/70 & 8949-05-73

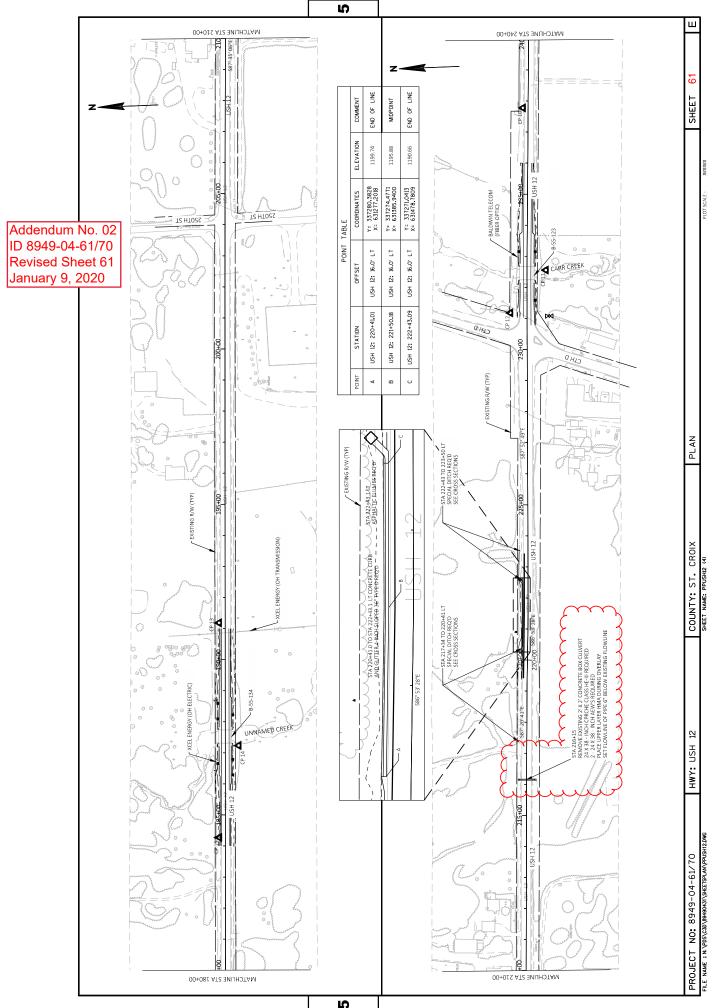
с С

m		ш
	Addendum No. 02 ID 8949-04-61/64/70 ID 8949-05-73	
	Revised Sheet 46 January 9, 2020	46
305.0500 SHAPING SHOULDERS STA 930 930 930		SHEET
	Addendum No. 02 ID 8949-04-61/64/70 ID 8949-05-73 Revised Sheet 46 January 9, 2020	ITIES
SHAPING SHOULDERS TO STATION OFFSET - 489+00 LT&RT AL	REMARKS WEST LEG WEST LEG INTERSECTION EAST LEG SOUTH LEG SOUTH LEG NORTH LEG	MISCELLANEOUS QUANTITIES
STATION 4+35.24 49-04-61 TOI	624.0100 WATER MCAL 22.3 3.9 0.6 3.9 17.8 48.5 19.4 19.4 19.5 19.5 110.5 151.0	MISCEI
PROJECT ID 8949-04-61 70TAL	312.0110 SELECT SELECT CRUSHED TON TON 1,930 1,930 1,930 1,930 1,930 1,930 1,930 1,57 1,57 1,57 1,57 1,57 1,524 7,325 7,3224	
	ITEMS 305,0120 305,0120 305,0120 BASE AGGREGATE AGGREGATE 114-INCH 1014-INCH 114-INC	CROIX
	BASE COURSE ITEMS 305,0110 305,0110 305,0110 305,0110 305,0110 305,0110 BASE BASE AGGRECATE AGGREC AGGRECATE AGGRECATE AGGRECATE AGGRECATE <	COUNTY: ST. CROIX
	B LOCATION LOCATION USH 12 STH 128 STH 128 STH 128	Ö
	STATION 187+31 232+24 232+24 222+43 275+01 46+23 478+99 9+39 13+75.26 13+75.26	
OLRS 465.0115 ASPHALTIC AS	PROJECT ID STATION - 8849-04-61 - 4+35.24 - 187+73 - 220-41 - 220-41 - 220-41 - 222-04-41 - 222-04-41 - 222-04-41 - 222-04-41 - 227-64-69 - 476-42 - 476-42 - 476-42 - 124-02	HWY: USH 12
MAINTAINING DETOURS 305.0410 46 AGGREGATE SU AGGREGATE SU DETOURS DE TON 50 0TAL 50 50	PROJECT ID 8949-04-61 8949-05-73 8949-05-73 8949-05-73 TOTAL	<u> </u>
MAINTA A PROJECT ID 8949-05-73 PROJECT 8949-05-73 TOTAL TOTAL		PROJECT NO: 8949-04-61/64/70 & 8949-05-73

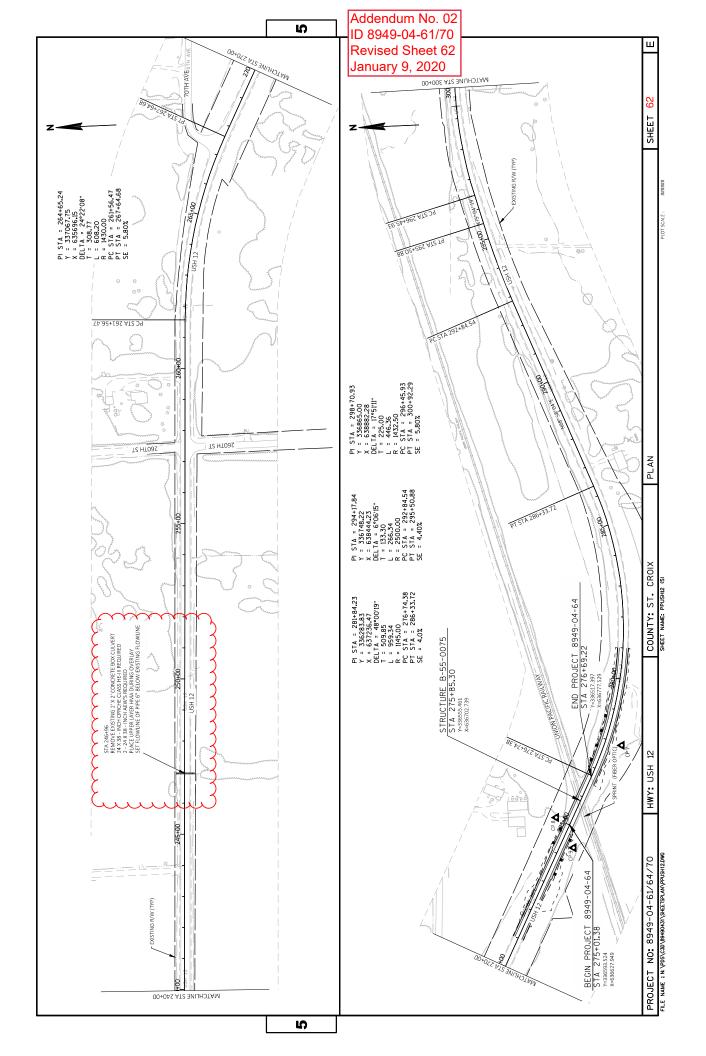
																\checkmark
							CULVERT PIPE ITEMS	PEITEMS								\sim
J				4	520.1024	520.3324	522.2324	522.2338	522.2624	522.2638	606.0300 628.7555	328.7555	645.0120 63	633.5200	650.6000	\sim
х Т					APRON	0	CULVERT PIPE REINFORCED	CULVERT PIPE REINFORCED	APRON ENDWALL: FOR CULVERT PIP	CULVERT PIPE CULVERT PIPE APRON ENDWALLS APRON ENDWALLS REINFORCED REINFORCED FOR CULVERT PIPE FOR CULVERT PIPE	о Д					\sim
u				Ξ			CONCRETE									\sim
<u>, </u>				0	CULVERT	PIPE	ELLIPTICAL	ELLIPTICAL	HORIZONTAL	HORIZONTAL	0	CULVERT G	GEOTEXTIL MARKERS		STAKING	
						CLASS III-A	CLASS HE-III	CLASS HE-III	ELLIPTICAL	ELLIPTICAL	RIPRAP		E FABRIC CL		PIPE	\sim
					τi	24-INCH	24X38-INCH	38X60-INCH	24X38-INCH	<u>38X60-INCH</u>		CHECKS			CULVERTS	\sim
	STATION OFFSET	LOCATION IN	LOCATION INLET ELEV. OUTLET ELEV	TLET ELEV.	EACH	LF	Ľ	LF	EACH	EACH	с	EACH	SΥ	EACH	EACH	\frown
8949-04-61																\sim
L				1138.68	ł	ļ	ł	40	ł	2	ო	15	18	2	٢	
L				1138.68	ł	ļ	ł	40	ļ	2	ო	15	18	2	1	
L	216+15 22.0'LT/26.0'RT 248406 22.0'LT/26.0'RT	RT USH 12	1198.06 1178 37	1196.72 1177 65	I	ł	48	ļ	01 0	I	იი ი	5 5	18	0 0	- -	\sim
	jo.			00.111	0	0	96	80	4	4	12	54	72	4 8	- 4	\sim
	11+00	STH 128			0	οu	i	1	!	1	ų	0	α	c	-	
PROJECT	11700 PROJECT 8949-05-73 TOTAI	071 110			7 0	06	-	<	! c		0 G	2 €	0 00	7 0	- -	
					4 C	8	9	0	~		ę	61	0	4 0 4	- 4	$\boldsymbol{\sim}$
	- - - - - - - -	-	-	-	N	06 1	- - - -	90 81	4	4	18	64 -	80 •	01 1	۔ - -	\sim
						CONCRE	e curb & G	Concrete curb & gutter items								
							601 CON	601.0553 6 CONCRETE CC	601.0557 (CONCRETE CON	650.5500 CONSTRUCTION						
							CURB 8 4-INCH		К с	STAKING CURB GUTTER						
							36			AND						
										UTTER						
		PROJECT ID	ID STATION	TO STATION	N OFFSET	ET LOCATION		LF	LF	LF	REMARKS					
		8949-04-01	17+17 05	- 17+57 05	15 RT	. IISH 12	12		60	60 SF (SF OLIADRANT					A
			220+41.01	222+43.09				202	8						8 evi	
		PROJECT 8	PROJECT 8949-04-61 TOTAL					202	60	262					949 se	
		8949-05-73													9-0 9-0 d S y 9	lun
			474+49	- 474+96	5 LT	USH 12	12		81	81 NW	NW QUADRANT				5- he	
			474+80	- 475+36				Ι	74		SW QUADRANT				73 eet	
			475+42	- 476+04			12	I	78		NE QUADRANT				4	
			475+78	- 476+22	2 RT	. USH 12	12	1	77		SE QUADRANT					
		PROJECT 8	PROJECT 8949-05-73 TOTAL	TAL				0	310	310					70	
		TOTAL						202	370	572]
											ALL ITEN	IS ARE CA	TEGORY 001	0 UNLESS	ALL ITEMS ARE CATEGORY 0010 UNLESS OTHERWISE NOTED	OTED
PROJECT NO:	PROJECT NO: 8949-04-61/64/70 & 8949-05-73	49-05-73	MH	HWY: USH 12		0	COUNTY: ST. CROIX	L. CROIX		MISCELLANEOUS QUANTITIES	US QUAN	TITIES		SHEET	49	ш

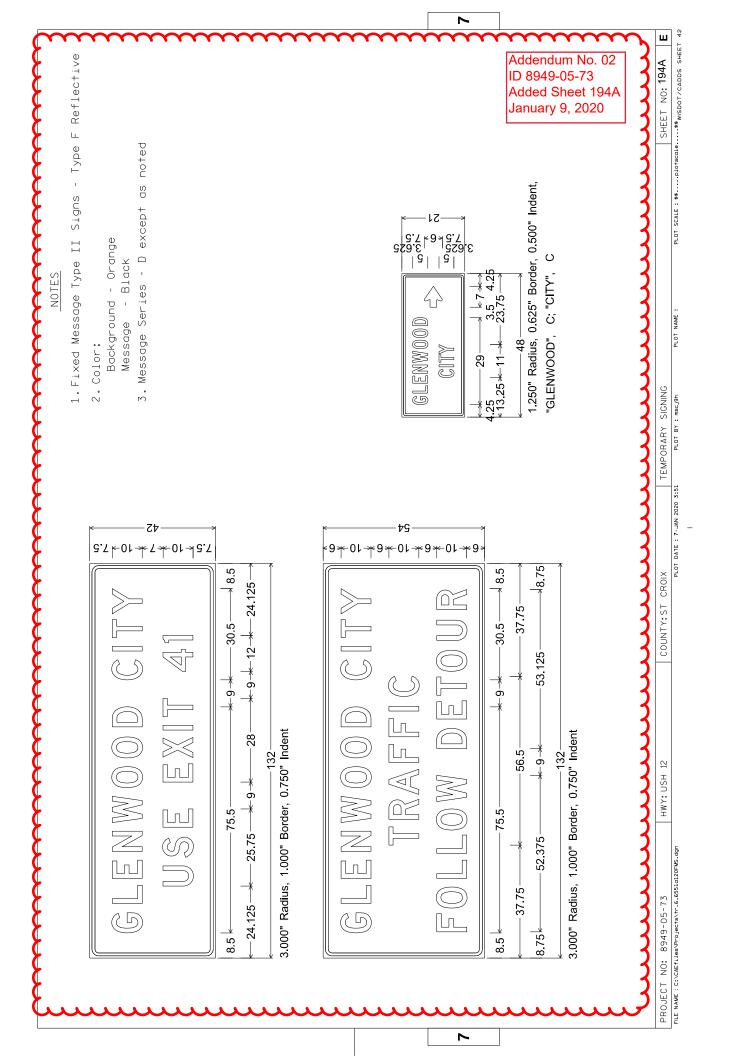
			8949-05- vised Sh nuary 9, 2	dendum 8949-04-					
TEMPORARY PAVE	TEMPORARY PAVEMENT MARKING ITEMS		eet 56	61/64/70					
646:9000 MARKING REMOVAL LINE 4-INCH PROJECTID STATION TO STATION LOCATION LF	649.0105* 649.0150 TEMPORARY MARKING LINE REMOVABLE PANT TAPE 4-INCH 4-INCH LF LF LF	50 649.0850 NG E STOP LINE BLE REMOVABLE H 18-INCH E WHITE LF REMARKS		ROLECT ID S'	LOCATING NO-PASSING ZONES	SSING ZONES	648.0100 LOCATING NOCPASSING ZONES DN MI	o I	м
8949-04-64 264+63 - 287+02 USH 12 952 SUBTOTAL PROJECT 8949-04-64 TOTAL TOTAL * ADDITIONAL QUANTITIES LISTED ELSEWHERE	2,800 1,300 1,300 2,800 1,300 1,300 4,100 1,300 1,300 4,100 1,300	0 50 SDD 15D33		8949-04-61 35+00.00 PROJECT 8949-04-61 TOTAI TOTAL	0.00 - 478+99.97 st TOTAL	99.97 USH 12	2 84 84 84		
hummund		PAVEN	L PAVEMENT MARKING ITEMS	e ITEMS					Ι
		646.1020*	646.1040 MARKING LINE	U	646.4520***	649.0105** TEMPORARY	646.6120		
		EPOXY 4-INCH 19.6 ET INE	GROOVED WET REF	EPOXY 8-INCH - 3 ET LINE	SAME DAY EDOXV	MARKING LINE PAINT	MARKING STOP I INE		
		37.5 FT SKIP VELLOW VELLOW	4-INCH	9 FT SKIP WHITE WHITE	4-INCH	4-INCH	EPOXY 18 INCH		
	PROJECT ID STATION TO STATION		LF			LF	LF	REMARKS	
$\gamma\gamma$	00400-01-01 4+35.24 - 469+00 SURTOTAI	USH 12 56,769 7,688 56,769 7,688	92,305 92 305	373 373 D	64,457 64 457	128,914 128,914	-		
D LOCATION SF	PROJECT 8949-04-61 TOTAL	4,457	92,305	373	64,457	128,914	0		
IH-94 95.0	8949-05-73 AEOLOO ATELAO		1000	3			ç		
PROJECT 8949-04-61 TOTAL 95.0 TOTAL 95.0	- 478	USH 12	570	45			24	EASTLEG	
	5+85.22 - 10+00 10+00 - 13+75.26	STH 128 608 – STH 128 604 –	496 478	45 45		11	24	SOUTH LEG NORTH LEG	
	SUBTOTAL	3,052	2,552	0 177	0	0	92		
	PROJECT 8949-05-73 TOTAL TOTAL	3,052 67,509	2,552 94,857	177 550	0 64,457	0 128,914	92 92		
	* NOTE: PAVEMENT MARKING EPOXY 4-IN ** NOTE: TEMPORARY PAVEMENT MARKING *** NOTE: SAME DAY PAVEMENT MARKING	* NOTE: PAVEMENT MARKING EPOXY 4-INCH FOR FINAL APPLICATION AFTER CENTERLINE RUMBLE STRIPS PLACED ** NOTE: TEMPORARY PAVEMENT MARKING PAINT 4-INCH APPLIED TO MILLED SURFACE AND LOWER ASPHALT LAYER *** NOTE: SAME DAY PAVEMENT MARKING EPOXY 4-INCH APPLIED TO FINAL SURFACE BEFORE CENTERLINE RUMBLE STRIPS PLACED	ERLINE RUMBL FACE AND LOW	LE STRIPS PLACED VER ASPHALT LAYER NTERLINE RUMBLE STR	IPS PLACED				
				ALL	ALL ITEMS ARE CATEGORY 0010 UNLESS OTHERWISE NOTED	EGORY 0010 L	UNLESS OTHE	RWISE NOTED	
PROJECT NO: 8949-04-61/64/70 & 8949-05-73	HWY: USH 12	COUNTY: ST. CROIX	MIS	MISCELLANEOUS QUANTITIES	ANTITIES	St	SHEET	56 1	ш





S







	Propos	al Schedule of Items	Page 1 of 11
Proposal ID: 202001140)34 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 894	9-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2 2019825	2019824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	203.0100 Removing Small Pipe Culverts	1.000 EACH		
0004	203.0225.S Debris Containment (structure) 01. B-55- 75	LS	LUMP SUM	·
0006	204.0110 Removing Asphaltic Surface	40.000 SY		
0008	204.0115 Removing Asphaltic Surface Butt Joints	145.000 SY	<u>.</u>	<u>.</u>
0010	204.0120 Removing Asphaltic Surface Milling	152,795.000 SY		
0012	204.0150 Removing Curb & Gutter	668.000 LF		
0014	204.0155 Removing Concrete Sidewalk	36.000 SY	. <u></u>	
0016	204.0165 Removing Guardrail	2,033.000 LF		
0018	204.0195 Removing Concrete Bases	3.000 EACH	. <u></u>	
0020	204.0220 Removing Inlets	1.000 EACH		
0022	204.0245 Removing Storm Sewer (size) 01. 24- Inch	46.000 LF	·	
0024	205.0100 Excavation Common	16,981.000 CY	<u>.</u>	<u>.</u>
0026	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 8949-04-61	LS	LUMP SUM	
0028	211.0400 Prepare Foundation for Asphaltic Shoulders 01. 8949-04-70	930.000 STA	·	
0030	213.0100 Finishing Roadway (project) 01. 8949- 04-61	1.000 EACH		



	Propos	sal Schedule of Items	Page 2 of 11
Proposal ID: 20200114034	Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05	-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019 2019825	824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	213.0100 Finishing Roadway (project) 02. 8949- 04-64	1.000 EACH	:	·
0034	213.0100 Finishing Roadway (project) 04. 8949- 05-73	1.000 EACH		·
0036	305.0110 Base Aggregate Dense 3/4-Inch	3,275.000 TON		
0038	305.0120 Base Aggregate Dense 1 1/4-Inch	7,267.000 TON	. <u></u>	
0040	305.0410 Aggregate Detours	50.000 TON	. <u></u>	
0042	305.0500 Shaping Shoulders	930.000 STA	. <u></u>	<u>.</u>
0044	312.0110 Select Crushed Material	7,224.000 TON	. <u></u>	<u>.</u>
0046	455.0605 Tack Coat	25,145.000 GAL	. <u></u>	
0048	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	1.000 EACH	·	·
0050	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	2.000 EACH	·	·
0052	460.2000 Incentive Density HMA Pavement	1,490.000 DOL	1.00000	1,490.00
0054	460.2005 Incentive Density PWL HMA Pavement	25,460.000 DOL	1.00000	25,460.00
0056	460.2010 Incentive Air Voids HMA Pavement	35,930.000 DOL	1.00000	35,930.00
0058	460.6224 HMA Pavement 4 MT 58-28 S	1,523.000 TON	. <u></u>	
0060	460.6644 HMA Pavement 4 MT 58-34 V	36,742.000 TON		



	Propos	sal Schedule of Items	Page 3 of 11
Proposal ID: 20200114	034 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8	949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019825	C 2019824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	465.0105 Asphaltic Surface	500.000 TON		
0064	465.0110 Asphaltic Surface Patching	100.000 TON	. <u> </u>	
0066	465.0115 Asphaltic Surface Detours	50.000 TON		
0068	465.0315 Asphaltic Flumes	55.000 SY		
0072	465.0450 Asphaltic Intersection Rumble Strips	160.000 SY		
0074	465.0475 Asphalt Centerline Rumble Strips 2-Lane Rural	37,940.000 LF	. <u> </u>	·
0076	502.0100 Concrete Masonry Bridges	33.000 CY	·	ii
0078	502.3101 Expansion Device (structure) 01. B-55- 75	51.000 LF	. <u></u>	
0080	502.3200 Protective Surface Treatment	658.000 SY	·	
0082	502.3210 Pigmented Surface Sealer	190.000 SY		
0084	502.4205 Adhesive Anchors No. 5 Bar	470.000 EACH		
0086	505.0600 Bar Steel Reinforcement HS Coated Structures	7,520.000 LB		
0088	505.0904 Bar Couplers No. 4	2.000 EACH		
0090	505.0905 Bar Couplers No. 5	3.000 EACH	<u>.</u>	
0092	505.0906 Bar Couplers No. 6	10.000 EACH		



	Propos	sal Schedule of Items	Page 4 of 11
Proposal ID: 20200114034	4 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-	05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 20 2019825	19824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	505.0908 Bar Couplers No. 8	6.000 EACH		
0096	509.0301 Preparation Decks Type 1	20.000 SY		
0098	509.0302 Preparation Decks Type 2	8.000 SY	·	
0100	509.0505.S Cleaning Decks to Reapply Concrete Masonry Overlay	616.000 SY	. <u></u>	·
0102	509.1000 Joint Repair	24.000 SY	·	
0104	509.1500 Concrete Surface Repair	5.000 SF	·	
0106	509.2000 Full-Depth Deck Repair	1.000 SY	i	
0108	509.2500 Concrete Masonry Overlay Decks	56.000 CY		
0110	509.9005.S Removing Concrete Masonry Deck Overlay (structure) 01. B-55-75	616.000 SY		;
0112	509.9050.S Cleaning Parapets	326.000 LF		<u>.</u>
0114	520.1024 Apron Endwalls for Culvert Pipe 24-Inch	2.000 EACH	·	
0116	520.3324 Culvert Pipe Class III-A 24-Inch	90.000 LF	·	
0118	522.2338 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 38x60- Inch	80.000 LF		
0120	522.2638 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 38x60-Inch	4.000 EACH	. <u></u>	·



THY OF TRANSPO				
		Propos	sal Schedule of Items	Page 5 of 11
Proposal ID:	20200114034	Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05-	-73
		Federal ID(s):	WISC 2019822, WISC 2019823, WISC 20198 2019825	824, WISC
SECTION: (0001	Contract Items		
Alt Set ID:		Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	601.0553 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D	202.000 LF		;
0124	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	370.000 LF		·
0126	603.8000 Concrete Barrier Temporary Precast Delivered	650.000 LF		;
0128	603.8125 Concrete Barrier Temporary Precast Installed	1,300.000 LF		·
0130	606.0200 Riprap Medium	12.000 CY		
0132	606.0300 Riprap Heavy	18.000 CY		
0134	614.0010 Barrier System Grading Shaping Finishing	16.000 EACH		·
0136	614.0150 Anchor Assemblies for Steel Plate Beam Guard	4.000 EACH		;
0138	614.0200 Steel Thrie Beam Structure Approach	152.000 LF		
0140	614.0305 Steel Plate Beam Guard Class A	250.000 LF		. <u></u>
0142	614.0370 Steel Plate Beam Guard Energy Absorbing Terminal	8.000 EACH		·
0144	614.2300 MGS Guardrail 3	814.000 LF		<u>.</u>
0146	614.2500 MGS Thrie Beam Transition	240.000 LF		
0148	614.2610 MGS Guardrail Terminal EAT	10.000 EACH		



THY OF TRANSPO				
		Propos	al Schedule of Items	Page 6 of 11
Proposal ID:	20200114034	Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-05-	-73
	I	⁻ ederal ID(s):	WISC 2019822, WISC 2019823, WISC 20198 2019825	824, WISC
SECTION: 0	0001	Contract Items		
Alt Set ID:		Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	618.0100 Maintenance And Repair of Haul Roads (project) 01. 8949-04-61	1.000 EACH		;
0152	618.0100 Maintenance And Repair of Haul Roads (project) 02. 8949-04-64	1.000 EACH	·	·
0154	618.0100 Maintenance And Repair of Haul Roads (project) 04. 8949-05-73	1.000 EACH	·	;
0156	619.1000 Mobilization	1.000 EACH		
0158	624.0100 Water	146.100 MGAL		
0160	625.0500 Salvaged Topsoil	11,190.000 SY		
0162	627.0200 Mulching	1,000.000 SY		
0164	628.1504 Silt Fence	10,319.000 LF		
0166	628.1520 Silt Fence Maintenance	10,319.000 LF		
0168	628.1905 Mobilizations Erosion Control	10.000 EACH	. <u></u> .	
0170	628.1910 Mobilizations Emergency Erosion Control	10.000 EACH	. <u></u>	<u>.</u>
0172	628.2004 Erosion Mat Class I Type B	13,990.000 SY		
0174	628.7504 Temporary Ditch Checks	535.000 LF		
0176	628.7555 Culvert Pipe Checks	64.000 EACH		
0178	629.0210 Fertilizer Type B	9.000 CWT	. <u></u>	



	Propos	sal Schedule of Items	Page 7 of 11
Proposal ID: 2020011403	4 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-0)5-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 201 2019825	19824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	630.0130 Seeding Mixture No. 30	254.000 LB		·
0182	630.0200 Seeding Temporary	378.000 LB		
0184	630.0300 Seeding Borrow Pit	100.000 LB		
0186	630.0500 Seed Water	314.000 MGAL		
0188	633.5200 Markers Culvert End	10.000 EACH		
0190	634.0614 Posts Wood 4x6-Inch X 14-FT	3.000 EACH	·	
0192	634.0616 Posts Wood 4x6-Inch X 16-FT	4.000 EACH	·	·
0194	634.0618 Posts Wood 4x6-Inch X 18-FT	6.000 EACH		
0196	634.0622 Posts Wood 4x6-Inch X 22-FT	3.000 EACH	. <u> </u>	·
0198	634.0624 Posts Wood 4x6-Inch X 24-FT	3.000 EACH	. <u> </u>	
0200	637.2210 Signs Type II Reflective H	212.940 SF	. <u> </u>	·
0202	637.2230 Signs Type II Reflective F	21.130 SF	. <u> </u>	
0204	638.2102 Moving Signs Type II	19.000 EACH	·	
0206	638.2602 Removing Signs Type II	21.000 EACH	·	·
0208	638.3000 Removing Small Sign Supports	24.000 EACH		
0210	638.4000 Moving Small Sign Supports	16.000 EACH		



	Propos	sal Schedule of Items	Page 8 of 11
Proposal ID: 2020011403	4 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-0	5-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 201 2019825	9824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	642.5001 Field Office Type B	1.000 EACH		<u>.</u>
0214	643.0300 Traffic Control Drums	5,250.000 DAY		i
0216	643.0420 Traffic Control Barricades Type III	1,309.000 DAY	<u>.</u>	
0218	643.0705 Traffic Control Warning Lights Type A	1,452.000 DAY		ii
0220	643.0715 Traffic Control Warning Lights Type C	2,520.000 DAY		
0222	643.0900 Traffic Control Signs	36,620.000 DAY		ii
0224	643.0910 Traffic Control Covering Signs Type I	4.000 EACH	<u>.</u>	
0226	643.0920 Traffic Control Covering Signs Type II	17.000 EACH		ii
0228	643.1050 Traffic Control Signs PCMS	48.000 DAY	<u>.</u>	
0230	643.5000 Traffic Control	1.000 EACH		
0232	645.0120 Geotextile Type HR	80.000 SY		
0234	645.0130 Geotextile Type R	30.000 SY		i
0236	646.1020 Marking Line Epoxy 4-Inch	67,509.000 LF		
0238	646.1040 Marking Line Grooved Wet Ref Epoxy 4- Inch	94,857.000 LF	. <u> </u>	·
0240	646.3020 Marking Line Epoxy 8-Inch	550.000 LF		
0242	646.4520 Marking Line Same Day Epoxy 4-Inch	64,457.000 LF		



	Propos	sal Schedule of Items	Page 9 of 11
Proposal ID: 2020011403	4 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-0	5-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 201 2019825	9824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	646.6120 Marking Stop Line Epoxy 18-Inch	92.000 LF		
0246	646.9000 Marking Removal Line 4-Inch	952.000 LF	. <u></u>	
0248	648.0100 Locating No-Passing Zones	8.400 MI		
0250	649.0105 Temporary Marking Line Paint 4-Inch	133,014.000 LF		
0252	649.0150 Temporary Marking Line Removable Tape 4-Inch	1,300.000 LF	. <u> </u>	;
0254	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	50.000 LF	. <u></u>	·
0256	650.4500 Construction Staking Subgrade	1,791.000 LF		
0258	650.5000 Construction Staking Base	1,791.000 LF		
0260	650.5500 Construction Staking Curb Gutter and Curb & Gutter	572.000 LF		·
0262	650.6000 Construction Staking Pipe Culverts	5.000 EACH	·	ii
0264	650.8000 Construction Staking Resurfacing Reference	46,465.000 LF		·
0266	650.9910 Construction Staking Supplemental Control (project) 01. 8949-04-61	LS	LUMP SUM	·
0268	650.9910 Construction Staking Supplemental Control (project) 02. 8949-04-64	LS	LUMP SUM	
0270	650.9910 Construction Staking Supplemental Control (project) 03. 8949-05-73	LS	LUMP SUM	



	Propos	sal Schedule of Items	Page 10 of 11
Proposal ID: 202001140	34 Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 89	949-05-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 2019825	2019824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	650.9920 Construction Staking Slope Stakes	1,791.000 LF		
0274	653.0905 Removing Pull Boxes	6.000 EACH		ii
0276	654.0102 Concrete Bases Type 2	4.000 EACH		ii
0278	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	4.000 EACH	·	
0280	657.0305 Poles Type 2	4.000 EACH		i
0282	657.0595 Trombone Arms 25-FT	4.000 EACH		i
0284	658.5069 Signal Mounting Hardware (location) 01. USH 12 & STH 128	LS	LUMP SUM	
0286	661.0100 Temporary Traffic Signals for Bridges (structure) 01. B-55-75	LS	LUMP SUM	<u>.</u>
0288	690.0150 Sawing Asphalt	737.000 LF		i
0290	740.0440 Incentive IRI Ride	32,538.000 DOL	1.00000	32,538.00
0292	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	4,000.000 HRS	5.00000	20,000.00
0294	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,260.000 HRS	5.00000	6,300.00
0296	SPV.0060 Special 01. Remove And Salvage Solar Powered Flasher System	3.000 EACH	<u>.</u>	
0298	SPV.0060 Special 02. Install State-Furnished Solar Powered Flasher System	4.000 EACH	<u>.</u>	



	Propos	sal Schedule of Items	Page 11 of 11
Proposal ID: 20200114034	Project(s):	8949-04-61, 8949-04-64, 8949-04-70, 8949-0)5-73
	Federal ID(s):	WISC 2019822, WISC 2019823, WISC 201 2019825	19824, WISC
SECTION: 0001	Contract Items		
Alt Set ID:	Alt Mb	r ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0300	203.0200 Removing Old Structure (station) 01. 10+01.00	LS	LUMP SUM	·
0302	203.0200 Removing Old Structure (station) 02. 216+15	LS	LUMP SUM	
0304	203.0200 Removing Old Structure (station) 03. 246+96	LS	LUMP SUM	
0306	204.0100 Removing Pavement	665.000 SY		
0308	522.2324 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38- Inch	96.000 LF		
0310	522.2624 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	4.000 EACH		
0312	643.1000 Traffic Control Signs Fixed Message	95.000 SF	·	
0314	690.0250 Sawing Concrete	120.000 LF		·
	Section: 00	01	Total:	

Total Bid: