#### HIGHWAY WORK PROPOSAL

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

Proposal Number:

 COUNTY
 STATE PROJECT
 FEDERAL
 PROJECT DESCRIPTION
 HIGHWAY

 Kenosha
 3210-00-75
 WISC 2019742
 CTH S; CTH H To Brumback Blvd
 CTH S

Kenosha 3340-10-70 N/A Green Bay Road, City Of Kenosha; STH 031

CTH S Intersection

## ADDENDUM REQUIRED

#### ATTACHED AT BACK

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

Proposal Guaranty Required: \$450,000.00 Attach Proposal Guaranty on back of this PAGE. Payable to: Wisconsin Department of Transportation Firm Name, Address, City, State, Zip Code Bid Submittal Date: February 11, 2020 SAMPLE Time (Local Time): 9:00 am NOT FOR BIDDING PURPOSES **Contract Completion Time** November 01, 2021 This contract is exempt from federal oversight. Assigned Disadvantaged Business Enterprise Goal 8%

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)
Note: Co. I	

# Type of Work: For Department Use Only Grading, Base, Milling, Concrete Pavement, Asphalt Pavement, Culvert Pipe, Storm Sewer, Curb and Gutter, Sidewalk, Concrete Driveway, Guardrail, Fence, Bridge Construction, Box Culvert Construction, Pavement Markings, Signs, Traffic Signals, Water Main Notice of Award Dated Date Guaranty Returned

## PLEASE ATTACH PROPOSAL GUARANTY HERE

#### **Effective with November 2007 Letting**

#### PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Effective with August 2015 Letting**

## BID PREPARATION

#### Preparing the Proposal Schedule of Items

#### A General

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

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

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at: <a href="https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx">https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</a>

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

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

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

#### **B.1** On the Internet

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

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

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

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

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

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

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

**Bidder Name** 

**BN00** 

Proposals: 1, 12, 14, & 22

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

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

#### C Waiver of Electronic Submittal

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

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

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

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

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

#### **PRINCIPAL**

(Company Name) (Affix Corporate S	eal)		
(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 P	RINCIPAL	NOTARY FO	OR SURETY
(Date)		(Da	te)
State of Wisconsin	)	State of Wisconsin	)
C	) ss. ounty )		)ss. _County )
On the above date, this instrument was named person(s).	acknowledged before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Public,	State of Wisconsin)	(Signature, Notary Publ	ic, State of Wisconsin)
(Print or Type Name, Notary Pu	blic, State of Wisconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Commissio	n Expires)	(Date Commis	sion Expires)

Notary Seal Notary Seal

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

#### **CERTIFICATE OF ANNUAL BID BOND**

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

#### March 2010

#### LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	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.

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#### STSP'S Revised June 18, 2019 SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 3210-00-75, CTH S, CTH H to Brumback Boulevard, CTH S; and Project 3340-10-70, Green Bay Road, City of Kenosha, CTH S Intersection, STH 31, both projects located in Kenosha County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2020 Edition, as published by the department, and these special provisions.

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

100-005 (20190618)

#### 2. Scope of Work.

The work under this contract shall consist of excavation common, base aggregate dense, concrete curb and gutter, asphalt paving, storm sewer, pavement marking, permanent signing, traffic signals, traffic control, a bridge structure, a box culvert extension, erosion control, restoration, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. 104-005 (20090901)

#### 3. Non-Mandatory Pre-Bid Meeting.

Add the following to standard spec 102.3.1:

Prospective bidders may attend a non-mandatory pre-bid meeting at 9 AM on Tuesday, January 21, 2020 at the Kenosha County Center, 19600 75<sup>th</sup> Street, Bristol, WI 53104 in the Public Hearing Room.

No meeting minutes will be prepared. Issues discovered at the meeting will be handled by addendum.

#### 4. Prosecution and Progress.

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

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

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

#### Project 3210-00-75

Completely grade and restore the finished south ditch line from Station 128+00'EB', RT to Station 148+00'EB', RT including the entire stormwater pond between Station 138+00'EB', RT and Station 148+00'EB', RT before disturbing the existing north ditch line from Station 128+00'WB', LT to Station 148+00'WB', LT.

Completely grade and pave the temporary median cross-over shown in Stage 1 from Station 113+00'WB' to Station 116+00'WB' and complete the permanent pavement surface of the westbound CTH S travel lanes and outside curb and gutter from the beginning of the project to Station 115+50'WB' prior to July 15, 2020 to accommodate the switch in traffic pattern for the adjacent Kenosha County project RD16-003 (See Other Contracts) from the existing roadway to the newly constructed roadway on the north side of the median west of the beginning of project 3210-00-75.

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#### **Utility Relocation Schedule**

Utility relocation work is anticipated to be completed in July 2020. Schedule road construction operations to account for utility relocation work occurring simultaneously with road construction. Contact each individual utility company to determine the current status of relocation work and their anticipated completion schedule. Refer to the Utilities section of these specifications for more information.

#### **Demolition Schedule**

Demolition of the existing building on parcel #1 (in the northeast corner of the CTH S intersection with CTH H) as shown in the Plat section of the plans is anticipated to be complete July 2020. Do not encroach onto or construct any improvements across this parcel prior to verification from Kenosha County that the building has been completely demolished.

#### **Union Pacific Railroad Work**

At the beginning of Union Pacific Railroad (UPRR) crossing construction operations by railroad forces during Stage 1, close CTH S from just east of CTH H to just west of Brumback Boulevard to through traffic during UPRR force work, estimated at 14 calendar days. Coordinate the railroad crossing work directly with the Union Pacific Railroad, by contacting John Venice, Manager Special Projects - Industry & Public Projects Engineering Department; 101 North Wacker Drive - Suite 1920, Chicago, IL 60606; Telephone (312) 777-2043; E-mail <a href="mailto:invenice@up.com">invenice@up.com</a> prior to the preconstruction conference. During this road closure, install the 108-inch Temporary Culvert Pipe to carry the South Branch Pike River during the B-30-7 box culvert extension work and complete the temporary grading and paving necessary to re-open CTH S to two lanes of traffic on the existing roadway. Do not reopen CTH S until the temporary culvert pipe is installed, the existing road is re-graded and paved to accommodate two lanes of traffic, and the Union Pacific Railroad's crossing work is complete.

#### **Interim Completion of Work**

If UPRR force work takes 14 or more calendar days to do the work, the contractor shall have 3 calendar days beyond the UPRR force work to complete their portion of the work necessary to open the road to traffic. If the UPRR force work takes less than 14 calendar days to do the work, the contractor shall have the remaining time of the 14 calendar days plus 3 calendar days to complete their portion of the work, for a maximum of 17 calendar days after the start of UPRR force work.

If the contractor fails to complete the work necessary to reopen CTH S to traffic within 3 calendar days of UPRR force work being completed, or within a maximum of 17 calendar days after the start of UPRR force work if UPRR work is completed in under 14 calendar days, the department will assess the contractor \$8,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond the above timeframe. 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.

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

#### Winter Shutdown

Winter shutdown will commence with the completion of Stage 1 in the Fall of 2020. Do not resume work until April 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.

#### Fish Spawning

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

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.

0036 (20090901)

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#### 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.

#### Project 3340-10-70

Complete all work associated with this project ID by November 19, 2020.

Place erosion control items prior to work operations involving ground disturbance.

Signal loop replacement shall be installed using concrete base patching SHES. Areas where contractor is performing base patching will be completed the same day and will match adjacent pavement areas for that day's activities. Base patching will be completed prior to milling operations. A closure of approaching CTH S traffic is allowed as described in the Traffic Section below.

The milling and paving operation shall be a simultaneous operation. Prior to opening traffic at the end of the day, the milling area is to be paved with the final surface same day. Traffic is not permitted on the milled surface. A short-term, full-closure with detour will be allowed for this work as described below in Traffic section. Install Safety Edge with paving operations. Use the bid item Shaping Shoulders or Base Aggregate Dense ¾-Inch to remove any drop off between the paved shoulder and aggregate shoulder. Temporary Raised Pavement Markers are to be applied along all required lane and channelizing lines prior to opening the roadway to traffic.

Temporary Raised Pavement Markers Type II shall be removed, and permanent markings shall be installed within 15 calendar days of the existing pavement markings being obliterated. Temporary Marking Line Removable Tape or Epoxy may not be used in lieu of the Temporary Raised Pavement Markers.

#### Stage 1

Work activities for stage 1 shall include placement of erosion control and signal loop replacement.

#### Stage 2

Work activities for stage 2 shall include removing asphaltic surface milling, HMA pavement, and temporary pavement markers. STH 31 shall be detoured during this stage.

Permanent pavement marking shall be placed during off-peak hours per SDD 15c19 Moving Pavement Marking Operations.

#### **Interim Project Completion**

If the contractor fails to complete Project 3340-10-70 by November 19, 2020, the department will assess the contractor \$1875 in interim liquidated damages for each calendar day work remains incomplete beyond November 19, 2020. 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.

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#### 5. Traffic.

Complete all work according to the requirements of standard spec 643, as detailed in the traffic control plans, and as herein described. All variations from the traffic control plans shall be approved in writing at least 48 hours prior to any traffic control change. Notify the engineer at least 48 hours prior to any traffic control changes.

Maintain emergency access at all times along CTH S and CTH H throughout the project. Maintain access to all properties within the project limits at all times. Methods and materials utilized to maintain access to properties are incidental to the project.

No operations shall proceed until all traffic control devices for such work are in the proper location.

#### 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 MINIMUM NOTIFICATION (available width, all lanes in one direction less than 16 feet) 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 MINIMUM NOTIFICATION (available width, all lanes in one direction 16 feet or greater) 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.

#### Project 3210-00-75

Complete the project in three general stages as shown in the plans. Keep CTH S open to one lane of traffic in each direction at all times, except for 14 calendar days during railroad crossing work completed by the Union Pacific Railroad company and except during night work as noted below. Close and detour CTH S traffic from just east of CTH H to just west of Brumback Boulevard as shown on the plans for a maximum of 14 consecutive calendar days during work performed by the Union Pacific Railroad. Contact the Union Pacific Railroad representative as listed under the Prosecution and Progress to coordinate timing of the road closure with railroad force work. Utilize the detour route already in place for the adjacent CTH S project from 120th Avenue to CTH H, Kenosha County ID RD16-003. Place additional detour signing at the CTH H intersection with CTH S as shown on the plans to supplement the adjacent project's detour already in place. Remove the detour signing placed under this contract within 48 hours of opening CTH S to through traffic.

Keep CTH H open to one lane of traffic in each direction at all times throughout the project except during night work as noted below and approved by the engineer.

#### Stage 1

Maintain one lane of CTH S traffic in each direction on the existing roadway. Construct the north half of the finished roadway (the westbound roadway), including lane and shoulder final HMA pavement surface, shoulders, curb and gutter, storm sewer, shared-use path, bridge Structure B-30-139, box culvert C-30-007 extension, and other incidental items.

Maintain one lane of traffic in each direction on the existing CTH EA roadway and construct the new CTH EA roadway from CTH S up to the existing roadway. Close CTH EA for no longer than seven consecutive calendar days to construct the connection from the new CTH EA roadway to the existing CTH EA. Do not close CTH EA at the same time CTH S is closed to through traffic during the Union

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Pacific Railroad force work. Completely open the new CTH EA roadway to traffic prior to constructing the Temporary Culvert Pipe 108-Inch during UPRR force work.

Construct the Brumback Boulevard intersection and CTH H intersection in sub-stages as shown on the plans. Do not begin construction on the intersections until the temporary traffic signals are in place and fully operational as shown on the plans. Maintain access to and from Brumback Boulevard at all times throughout the project. Maintain northbound and southbound traffic on CTH H at all times throughout the project.

Coordinate traffic control switches west of CTH H with the adjacent Kenosha County project RD16-003. Work performed east of Station 113+00'WB' is included under this contract.

Place the new eastbound median curb storm sewer structures and temporarily grade the surrounding areas to drain to these structures prior to the winter shutdown as described below. Temporarily grade and pave the proposed median openings as necessary to maintain traffic between the divided roadways prior to the winter shutdown.

#### Winter Shutdown

Upon completion of Stage 1 construction and termination of contractor operations for the 2020 construction season, close the north lane of the existing CTH S roadway and close the south lane of the newly constructed CTH S westbound lanes to traffic. Maintain one lane of westbound traffic on the north lane of the newly constructed CTH S westbound lanes. Maintain one lane of eastbound traffic on the south lane of the existing CTH S roadway. Maintain traffic access across the median openings on temporary pavement. Maintain all traffic control devices and appurtenances during the winter shutdown according to standard spec 643. Maintenance of traffic control during the winter shutdown is incidental to the Traffic Control item. Modifications to traffic control during winter may be modified with written approval from the engineer depending upon the status of roadwork completed at that time.

#### Stage 2

Shift both directions of CTH S traffic onto the new westbound lanes constructed under Stage 1 construction. Close the existing CTH S roadway to through traffic to construct the new eastbound finished roadway, including lane and shoulder final HMA pavement surface, shoulders, curb and gutter, storm sewer, and other incidental items.

Complete CTH H construction as shown on the plans.

#### Stage 3

Close the inside lanes of traffic in both the eastbound and westbound directions and maintain one lane of traffic in each direction on the outside lanes of each of the eastbound and westbound roadways. Construct the remaining median curb and gutter, storm sewer, and other incidental items necessary to complete the project.

#### **Night Work**

Night work is allowed during non-peak hours from 7:00 PM until 6:00 AM Sunday evening through Friday morning with prior written authorization from the engineer. Close CTH S or CTH H, but not both at the same time, to through traffic during night work to construct culvert pipe and storm sewer pipes crossing the existing roadway, or to remove the Temporary Culvert Pipe 108-Inch. Do not close CTH S during night work for more than four nights over the course of Stage 1 construction, including all sub-stages. Do not close CTH H for more than two nights over the course of the project. Place portable changeable message signs at least 3 days prior to the night closure. Maintain emergency vehicle access through the entire construction zone during night work at all times.

#### Project 3340-10-70

The construction sequence and the associated traffic control shall be accomplished as detailed on the plans and described herein.

#### **Definitions:**

Peak Hours: 2:00 PM – 6:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

Off-Peak Hours: 5:30 AM – 2:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

6:00 PM - 9:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

10:00 AM – 9:00 PM Saturday and Sunday

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Night Time Hours: 9:00 PM – 5:30 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM,

Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM

to Friday AM)

9:00 PM – 10:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

No lane closures are allowed during Peak Hours.

#### Stage 1

Stage 1 signal loop replacement is to be done during night time hours for a maximum one night. CTH S (38<sup>th</sup> St. / Washington Rd.) is to be closed to approaching traffic as detailed in the traffic control plan. STH 31 is to remain open throughout Stage 1. No operations shall proceed until all traffic control devices for such work are in the proper location. CTH S (38<sup>th</sup> St. / Washington Rd) is to be reopened to traffic after work is completed, prior to 5:30 AM. Remove all traffic control devices prior to opening CTH S to traffic.

Off road trench and conduit work may be done during off-peak hours. Utilize the SDD 15d27 Traffic Control, Shoulder Closure on Divided Roadway, Speeds Greater than 40 M.P.H if off-peak work is necessary that impacts the shoulder. Utilize the SDD 15d20 Traffic Control, Single Lane Closure, Non-Freeway/Expressway if work operations require the use of the outside lane during off-peak hours only.

#### Stage 2

Stage 2 is to be done during night time hours for a maximum of 2 days. Provide a full closure for the STH 31 and CTH S (38th St. / Washington Rd.) intersection as detailed in the traffic control plan. STH 31 will be detoured and closed to through traffic for the duration of Stage 2 construction. A detour utilizing STH 158 (52nd St.), STH 32, and CTH E (12th St.) will be provided as shown in the plans. All detour signing shall be erected and in place prior to detouring STH 31 traffic. PCMS shall be installed 5 days in advance of the start of detours to alert drivers of any upcoming closures. STH 31 shall not be detoured during the tied-let local program project 3210-00-75 detour. No operations shall proceed until all traffic control devices for such work are in the proper location. STH 31 and CTH S (38th St. / Washington Rd) intersection is to be reopened to traffic after work is completed, prior to 5:30 AM. Remove and/or cover all traffic control devices prior to opening the STH 31 and CTH S intersection up to traffic.

#### Stage 3

Temporary Marking Raised Pavement Markers Type II shall be removed, and permanent markings shall be installed within 15 calendar days of the existing pavement markings being obliterated. Permanent pavement marking shall be placed during off-peak hours per SDD 15c19 Moving Pavement Marking Operations.

#### 6. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying CTH S, CTH H, or STH 31 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 22, 2020 to 6:00 AM Tuesday, May 26, 2020 for Memorial Day;
- From noon Friday, July 3, 2020 to 6:00 AM Monday, July 6, 2020 for Independence Day;
- From noon Friday, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day;
- From noon Wednesday, November 25, 2020 to 6:00 AM Monday, November 30, 2020 for Thanksqiving;
- 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 Tuesday, July 6, 2021 for Independence Day;
- From noon Friday, September 3, 2021 to 6:00 AM Tuesday, September 7, 2021 for Labor Day.

stp-107-005 (20181119)

#### 7. Lane Rental Fee Assessment.

#### **A** General

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur

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a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

#### **B** Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

Stage 1 - CTH S Full Closure

- \$2000 per lane, per direction of travel, per hour broken into 15 minute increments

Stage 2 – STH 31/CTH S Intersection Full Closure

- \$4500 per lane, per direction of travel, per hour broken into 15 minute increments

Stage 3 – CTH S Flagging Operation (Single Lane)

- \$1000 per lane, per direction of travel, per hour broken into 15 minute increments

The Lane Rental Fee Assessment represents a portion of the cost of the interference and inconvenience to the road users for each closure. All lane, roadway, or ramp closure event increments 15 minutes and less will be assessed as a 15-minute increment.

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

Lane Rental Fee Assessments will not be assessed for closures due to crashes, accidents, or emergencies not initiated by the contractor.

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires before the completion of specified work in the contract, additional liquidated damages will be assessed as specified in standard spec 108.11 or as specified within this contract.

stp-108-065 (20161130)

#### 8. Utilities.

#### Project 3210-00-75

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

stp-107-066 (20080501)

There are known underground and overhead utility facilities located within the project limits. There are known utility adjustments required for this project. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required per statues. Use caution to ensure the integrity of underground and overhead facilities.

The following utilities have facilities within the project. Contact each utility company listed in the plans prior to bidding to obtain confirmation on the status of utility relocation work within the project limits. Utility relocation work may extend past the start of road construction.

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**AT&T Legacy** has underground fiber optic cable running parallel with and along the west side of the Union Pacific Railroad (UPRR) tracks. AT&T Legacy does not anticipate the facility to be in conflict. The contractor is encouraged to utilize a Utility Line Opening to pothole the exact location and depth of this fiber optic line prior to and during the storm sewer jack/bore operation under the railroad. Contact Kenneth Nine at (574) 842-8830 or <a href="mailto-knine@jmceainc.com">knine@jmceainc.com</a> at least 5 working days in advance to arrange for an AT&T representative to be on-site during Utility Line Opening and jack/bore operations.

AT&T Local Network/Teleport Communications American (TCA) has an underground fiber optic line running parallel to and along the east side of the Union Pacific Railroad track (buried approximately 6-feet deep), which crosses under the tracks to the west side, just north of the existing CTH S roadway. This fiber optic line is not anticipated to be in conflict with construction. Expose and protect this fiber optic line prior to installing the nearby proposed storm sewer (approximately Station 175+75'EB', 15.5' LT) or excavating for the jack/bore pit. Exposing and protecting this fiber optic line is incidental to construction. Contact James Randolph at (262) 547-6729 or <a href="mailto:jr2537@att.com">jr2537@att.com</a> at least five working days in advance to schedule an AT&T representative to monitor construction activity while exposing and protecting this fiber optic line.

**AT&T Wisconsin** has underground and aerial fiber optic and copper cable throughout the project. Facilities in conflict with the proposed improvements will be relocated. Relocation work began in January 2020, will continue into the start of road construction, and will be complete July 31, 2020. Relocation Work is planned as follows:

AT&T existing facilities that are currently underground will be retired. AT&T will be moving the existing underground system to proposed WE Energies poles, where possible. All AT&T relocation work will be dependent on the placement of WE Energies proposed poles. AT&T aerial facilities on the north side of the roadway will be removed. A number of existing AT&T poles will also be removed throughout the project limits.

AT&T aerial facilities will be installed on proposed WE Energies poles along the south side of CTH S between Stations 124+93 and 198+36 (RT). AT&T aerial facilities will also be installed on proposed WE Energies poles along the north side of CTH S between Stations 198+25 and 204+83 (LT). AT&T aerial facilities will remain on existing WE Energies poles between Stations 204+83 and 216+89 (LT).

AT&T proposed facilities will be installed via directional bore along CTH S between Stations 109+80 and 124+93. AT&T will place a proposed pedestal and proposed handhole at Station 120+00 (RT). The proposed bore will tie into a proposed pedestal at Station 109+82 (RT) and riser up a proposed WE Energies pole at Station 124+93 (RT).

At approximately Station 132+70, AT&T will be directionally boring underneath CTH S (perpendicular to the centerline of the roadway) from a proposed pedestal at Station 132+72 (RT) to a proposed bore pit on the north side of the roadway at Station 132+70 (LT). AT&T will then open-cut trench to an existing AT&T handhole at Station 132+32 (LT) and to an existing pedestal at Station 132+48 (LT) to feed facilities along the north side of the roadway. The existing handhole and pedestal are currently located in easement.

At approximately Station 165+50 (RT), AT&T will be installed via open-cut trench south towards the existing right-of-way to feed existing facilities. AT&T facilities will riser down the proposed WE Energies pole (Station 165+52) on the south side of CTH S and feed existing facilities along the south side of the roadway.

At approximately Station 198+25, AT&T proposed facilities will be installed via aerial between proposed WE Energies poles over CTH S. This aerial run will continue east along proposed and existing WE Energies poles up to approximately Station 216+89 (LT).

At approximately Station 200+98 (LT), proposed AT&T aerial cable will riser down the proposed WE Energies pole and enter an existing AT&T pedestal at Station 201+52 (LT) and an existing AT&T handhole at approximately Station 200+94 (LT) via open-cut trench. Facilities will be installed north of the existing right-of-way via open-cut trench to provide service to existing customers.

At approximately Station 215+33 (RT), AT&T will install a proposed pedestal to splice existing cables from the south and east.

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AT&T will be directionally bored along the west side of 88th Avenue/CTH W between Stations 12+96 (RT) and 46+00 (LT). Proposed AT&T facilities will be directionally bored underneath CTH S and underneath CTH W. The proposed bore at Station 12+98 (RT) will begin by risering down a proposed WE Energies pole at Station 12+96 (RT) into a proposed AT&T pedestal on the east side of 88th Avenue. Proposed AT&T facilities will cross perpendicularly underneath 88th Avenue at Station 12+96 (RT), tie into a proposed pedestal and handhole on the west side of 88th Avenue at Station 12+98 (LT), and then bore north to Station 46+00. AT&T will place a proposed pedestal and handhole along the route at approximately Station 20+36 (LT), a proposed pedestal at Station 34+16 (LT), and a proposed pedestal at Station 41+17 (LT). One (1) fiber cable will be placed in conduit up until the proposed handhole on the corner of CTH H and CTH S at Station 26+10 (LT). One copper cable will be placed in conduit when crossing 88th Avenue/CTH W and 38th Street. For all other portions, the copper cable will be direct buried.

At approximately Station 171+65, AT&T will be placed aerially on proposed WE Energies poles heading north along the west side of 72nd Avenue. One (1) copper cable will be placed on proposed WE Energies poles. Proposed WE Energies poles along 72nd Avenue span between Stations 300+00 to 310+29.

**ATC Management, Inc.** has overhead electric transmission lines crossing CTH S near Station 161+75'WB'. No conflict is anticipated. As part of a different project, ATC is planning to replace two poles/towers north of CTH S in 2019. This work is anticipated to be completed prior to CTH S road construction; however, ATC drag matting may still be in place at the start of CTH S construction. Contact Chris Facklam at (262) 832-8718 or <a href="mailto:com/cfacklam@atcllc.com/cfacklam.cfacklam

**CenturyLink (formerly Level 3)** has two underground fiber optic facilities running parallel with and along the UPRR, approximately 45-ft east of the tracks. These two lines are approximately 18-ft 4-inches and 20-ft 5-inches deep below existing ground surface at CTH S. These facilities are not anticipated to be impacted by road construction and are planned to remain.

CenturyLink has one fiber optic line running parallel with and along the west side of the Canadian Pacific Railroad (CPRR) tracks in the same duct package as Roger's Telecom. Refer to the Roger's Telecom specification for more information.

**Kenosha Water Utility (Water)** has water lines south of CTH S and west of CTH H, which are outside the proposed project limits. Relocations are not anticipated.

**Kenosha Water Utility (Sewer)** has sanitary sewer lines south of CTH S and west of CTH H, which are outside the proposed project limits. Relocations are not anticipated.

**Midwest Fiber Networks (MFN)** has underground and aerial facilities, mostly east of CTH H. Facilities are in conflict and will be relocated. MFN will relocate primarily to new WE Energies Electric poles. MFN will install new underground facilities along the east right-of-way from Station 22+50 to Station 26+00, RT on CTH H and along the south right-of-way from Station 122+00 to Station 125+00, RT. Relocation work began in January 2020, will continue into the start of road construction, and will be complete July 31, 2020.

**Roger's Telecom** has underground fiber optic lines running parallel with and just west of the CPRR tracks. Roger's Telecom intends to relocate this line to 31-ft east of the eastern most CPRR tracks, buried between 4 to 6-ft deep prior to road construction.

**Somers, Village (Water)** has water facilities on the east end of the project from about Station 194+30'WB' to the end of the project. Impacts to water facilities will be accommodated with adjustments, relocation, and insulation as part of this contract. Refer to the plans for more details.

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**Somers, Village (Sanitary)** has sanitary sewer facilities on the east end of the project from about Station 194+30'WB' to the end of the project. Conflicts with sanitary sewer facilities are not anticipated. There are two sanitary manholes that will be left in place at their existing elevations and graded around. Refer to the plans for more details.

**Spectrum/Charter** has underground and aerial facilities throughout the project. Facilities in conflict with the proposed improvement will be relocated. Charter intends to relocate underground facilities from Station 119+00 to Station 122+75, RT. Existing underground facilities from Station 122+75 to Station 136+50, RT are intended to remain. Charter facilities will be relocated to WE Energies Electric poles from Station 136+50, RT to the east end of the project. Relocation work began in January 2020, will continue into the start of road construction, and will be complete July 31, 2020.

**Sprint** has an underground fiber optic facility in steel casing running parallel with and along the UPRR tracks, approximately 20-ft east of the track centerline and 5 to 7-ft below ground surface. This fiber optic line is not anticipated to be in conflict with construction. The contractor may expose and protect this fiber optic line in place prior to installing the nearby proposed storm sewer (approximately Station 175+75'EB', 15.5' LT) or excavating for the jack/bore pit, based on contractor chosen means and methods. Exposing and protecting this fiber optic line is incidental to construction. Contact Mike Ball at (920) 970-9991 or Eric Simonsen at (715) 304-8380 at least five working days in advance to schedule a Sprint watchdog representative to monitor construction activity while exposing and protecting this fiber optic line. Sprint has an existing vault at approximately Station 175+71'WB', 34' LT that they will adjust during construction. Contact Jason Jarvis at (219) 433-4091 or <u>Jason.m.jarvis@sprint.com</u> at least 15 working days prior to grading operations in the vicinity of this vault to coordinate Sprint adjustments.

**Verizon** has an underground fiber optic line running parallel with and just east of the CPRR tracks. This facility is in conflict with the east pier of the proposed bridge structure (B-30-139) and will be relocated prior to road construction. The existing fiber optic line will cross approximately 18-inches above the proposed 36-inch steel culvert under the CPRR tracks at Station 147+38'WB', 147.4' LT. Contact the Verizon representative, Alper Kolcu at (262) 782-9907 or <a href="mailto:alper.kolcu@verizon.com">alper.kolcu@verizon.com</a> prior to bidding for the current status of any relocation work.

**WE Energies (Electric)** has underground and aerial facilities throughout the project. Facilities are in conflict with road construction and will be relocated. Overhead facilities will be installed from approximately Station 136+00, RT to Station 198+35, RT, then crossing over to the north side of CTH S and extending along the north side of the right-of-way from Station 198+35 to Station 206+25, LT where existing overhead facilities will be left in place to the east end of the project. Underground facilities will be installed along the west side of CTH H from south of the project beginning to Station 23+25, crossing under CTH H at Station 23+25, and extending north from Station 23+25 to Station 36+25, RT. Overhead facilities will be installed along the west side of the new CTH EA right-of-way to Station 306+60, crossing over CTH EA at Station 306+60 to the east side of the existing CTH EA right-of-way and extending north path the project limits. Relocation work began in January 2020, will continue into the start of road construction, and will be complete July 31, 2020.

WE Energies will install permanent street lighting at the CTH S intersection with CTH EA only upon completion of the intersection. Notify WE Energies upon completion of CTH EA road work to schedule installation of this street light within 5 working days of opening the new CTH EA to traffic. WE Energies work is anticipated to take two days.

**WE Energies (Gas)** has underground facilities throughout the project that are in conflict with road construction and will be relocated as follows:

#### CTH S:

We Energies has 4"- 8" PE and ST gas mains on CTH S. The existing gas main will be discontinued and left in place. New 2"- 6" PE and ST gas main will be installed from Station 113+00@100LT to Station 134+78@72RT, and from Station 161+25@90RT to Station 216+36@60LT. New gas main will be installed 1' inside the proposed right-of-way, on the North and South side of CTH S, where possible.

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#### CTH H:

We Energies has 4" ST gas main on CTH H. The existing gas main will be discontinued and left in place. New 4" PE gas main will be installed from Station 119+50@94LT to Station 13+4@30LT. New gas main will be installed 1' inside the proposed right-of-way, on the West side of CTH H, where possible.

#### CTH EA:

We Energies has 4" ST gas main on CTH EA. The existing gas main will be discontinued and left in place. New 4" PE gas main will be installed from Station 170+99@120LT to Station 310+65@16LT. New gas main will be installed 1' inside the proposed right-of-way, on the West side of CTH EA, where possible.

Relocation work began in January 2020, will continue into the start of road construction, and will be complete July 31, 2020.

**Windstream KDL**, **LLC – Communication Line** has facilities on WE Energies Electric poles crossing CTH S on the west side of STH 31 and anticipates no conflicts.

**Wisconsin Department of Transportation** – **Wisconsin Signal** has facilities in the project area. The work associated with these facilities is included in this plan and special provisions.

#### Project 3340-10-70

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

stp-107-065 (20080501)

The following utility owners have facilities within the construction limits:

**AT&T Wisconsin – Communication Line** anticipates no conflicts. The underground cable to the east of the intersection is approximately 5 feet deep. The WisDOT signal wire to be installed will be between 18 and 36 inches deep. Maintain at least 2 feet of vertical separation between the AT&T underground cable and WisDOT signal wire at the point of crossing.

**ATC Management, Inc. – Electricity Transmission** has overhead facilities to the east of the STH 31 and CTH S intersection, beyond the project limits and anticipates no conflicts.

**Charter Communications – Communication Line** has overhead facilities on We Energies poles and anticipates no conflicts.

**City of Kenosha Water Utility - Sewer** does not have sanitary sewer facilities within the project area and anticipates no conflicts.

**City of Kenosha Water Utility - Water** has water facilities within the project area and anticipates no conflicts.

**Midwest Fiber Networks LLC – Communication Line** has overhead and underground facilities in the project area and anticipates no conflicts.

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**Sprint Communications Co LP – Communication Line** has not complied with Wisconsin Statute 84.063 and Administrative Rule Trans 220.

- WisDOT provided the notification of the proposed improvement as per Administrative Rule Trans 220 04
- No receipt of mailing form has been submitted as per Administrative Rule Trans 220.04(3).
- No description and general location of the utility facility has been submitted as per Administrative Rule Trans 220.04(5).
- WisDOT provided the project plans as per Administrative Rule Trans 220.05.
- No receipt of mailing form has been submitted as per Administrative Rule Trans 220.05(2).
- No workplan for the utility facility has been submitted as per Administrative Rule Trans 220.05(4) and 220.05(5).

We Energies Electricity has facilities in the project area and anticipates no conflicts.

**We Energies Gas** has facilities in the project area. A gas line facility that runs along south CTH S is not shown on the plan. No conflicts are anticipated with this facility.

**Windstream KDL, LLC – Communication Line** has facilities in the project area and anticipates no conflicts.

Wisconsin Department of Transportation – Street Lighting anticipates no conflicts.

**Wisconsin Department of Transportation** – **Wisconsin Signal** has facilities in the project area. The work associated with these facilities is included in this plan and special provisions.

Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per state statutes. Use caution to maintain the integrity of utilities. Coordinate with the engineer to adjust plans as needed to avoid any unanticipated utility conflicts.

#### 9. Other Contracts.

Coordinate work according to standard spec 105.5.

Modifications to the traffic control plan may be required by the engineer to coordinate work undertaken by others. The following contracts are anticipated to be under construction within the time period of the contract, unless otherwise indicated:

#### **Kenosha County Project:**

RD16-003: CTH S Reconstruction/Expansion, 120<sup>th</sup> Avenue to CTH H, – Fall 2019 through 2020 construction season.

#### 10. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Village of Somers Development Standards, the Village of Somers Standard Materials Specification Checklist, and the sewer and water specificatios. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

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Conform to the referenced construction specifications for the following:

- Remove, Salvage, and Reinstall Hydrant, Item SPV.0060.06
- Remove and Salvage Hydrant, Item SPV.0060.07
- Remove and Salvage Gate Valve and Valve Box, Item SPV.0060.08
- Adjust Water Valve Box, Item SPV.060.09
- 6-Inch Gate Valve and Box, Item SPV.0060.10
- 6-Inch Hydrant Extension, Item SPV.0060.11
- 16-Inch Diameter Water Main, Item SPV.0090.05
- 6-Inch Diameter Water Main, Item SPV.0090.06
- Polystyrene Insulation, Item SPV.0165.01

stp-105-002 (20130615)

#### 11. Railroad Insurance and Coordination - Soo Line Railroad Company (CP).

#### **A** Description

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company (CP) 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 Soo Line Railroad Company d/b/a Canadian Pacific.

Notify evidence of the required coverage, and duration to Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail: brian osborne@cpr.ca

Also send a copy to the following: Paul Derksen, SE Region Railroad Coordinator; 141 N. W. Barstow Street, Waukesha, WI 53188; Telephone (262) 548-8770; E-mail: paul.derksen@dot.wi.gov.

Include the following information on the insurance document:

- Project ID: 3210-00-75
- Project Location: Village of Somers, WI
- Route Name: CTH S (38th Street), Kenosha County
- Crossing ID: 388 025U
- Railroad Subdivision: C&M Sub
- Railroad Milepost: 55.07
- Work Performed: Construct New Highway Bridge over CPRR and a new culvert pipe (jack and bore method)

#### A.2 Train Operation

Approximately 16 passenger trains and 36 through freight trains operate daily through the construction site. Passenger trains operate at up to 79 mph. Through freight trains operate at up to 60 mph.

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

#### **Construction Contact**

Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6<sup>th</sup> Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail <u>brian osborne@cpr.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**

Dave LeClaire, Supervisor of Public Works; Canadian Pacific Plaza, 120 South 6<sup>th</sup> Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4556; E-mail <u>dave.leclaire@cpr.ca</u> Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

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<sup>\*</sup> Contact Soo Line (CP) prior to letting for flagman work hour availability.

#### **Cable Locate Contact**

In addition to contacting Diggers Hotline, contact CP Call Before You Dig line at (866) 291-0741, five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

Soo Line (CP) will only locate railroad owned facilities located 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. The railroad will not perform any work for this project.

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

#### A.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.

#### **B** Railroad Flagging

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in standard spec 107.17.1 are not maintained during construction operations.

The following conditions may also warrant flagging:

- 1. Cranes swinging (including length of boom/outriggers and /or appurtenances) or handling materials or equipment within 25 feet of the centerline of any track.
- 2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.
- 3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities that might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
- 4. Bridge painting activities including rigging of falsework, scaffolding or similar activities over railroad tracks.
- 5. Deck removal activities over railroad tracks.
- 6. Pouring of bridge decks in spans over an operated track.
- 7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

#### C Flagging by Railroad Pailroad Does Not Pay Flagging Costs

#### C.1 General

Replace paragraph (4) of standard spec 107.17.1 with the following:

Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and

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make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

Work that requires railroad flaggers to occupy the work zone for longer duration or longer than the normal work day will require 40 day written notice to the railroad.

#### C.2 Rates - Soo Line Railroad Company (CP)

The following rates, reimbursement provisions, and excluded conditions will be used to determine the contractor's cost of flagging:

- \$1,000 daily rate for an eight-hour day (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),
- \$1,200 daily rate for an eight-hour day on Saturdays, Sundays or holidays (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),
- \$150 per hour overtime rate for all time worked before or after the regular assigned eight hours on any day, or for a minimum three hour call on Saturdays, Sundays, or Holidays.

If a flagger must be relieved due to hours of service requirements, arrangements will be made for a relief flagger.

The flagger is required to set flags each day in advance of the contractor commencing work that will require flagging. The flagger must also remove the flags each day after the completion of work that required flagging. Any time worked before or after the minimum eight-hour flagging day to set or remove flags will be billed at the overtime rate. The contractor is responsible for knowing the requirements of the railroad for arranging and terminating flagging services and for the associated costs of those services.

#### **C.2 Reimbursement Provisions**

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

#### **C.3 Excluded Conditions**

The department will not reimburse any of the cost for additional flagging attributable to the following:

- Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
- 2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

#### C.4 Payment for Flagging

The department will pay for the department's portion of flagging reimbursement as specified in section C of this provision under the following item:

ITEM NUMBERDESCRIPTIONUNIT801.0117Railroad Flagging ReimbursementDOL

The reimbursement payment, as shown on the Schedule of Items, is solely for department accounting purposes. Actual flagging costs will vary based on the contractor's means and methods.

Railroads may issue progressive invoices. Notify the railroad when the work is completed and request a final invoice from the railroad. Promptly pay railroad-flagging invoices, less any charges that may be in dispute. The department will withhold flagging reimbursement until any disputed charges are resolved and the final invoice is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.

#### **D** Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See <a href="e-railsafe.com">e-railsafe.com</a> "Information". The security awareness and contractor orientation training is shown under the railroad's name.

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The department has secured right of entry to railroad property; neither the contractor nor subcontractors or their employees will be required to sign a right of entry form.

The security awareness and contractor orientation certification is valid for two year(s) and must be renewed for projects that will carry over beyond the two year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

stp-107-034 (20190506)

#### 12. Railroad Insurance and Coordination - Union Pacific Railroad 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

Also send a copy to the following: Paul Derksen, SE Region Railroad Coordinator; 141 N. W. Barstow Street, Waukesha, WI 53188; Telephone (262) 548-8770; E-mail: paul.derksen@dot.wi.gov.

Include the following information on the insurance document:

- Project ID: 3210-00-75

- Project Location: Somers, WI

- Route Name: CTH S (38th Street). Kenosha County

- Crossing ID: 176893V

- Railroad Subdivision: Milwaukee Sub

Railroad Milepost: 53.85

- Work Performed: Pavement removal, grading, base aggregate dense, HMA pavement, concrete curb and gutter, asphaltic surface, concrete sidewalk, storm sewer, pavement marking, signing, traffic control, erosion control, and other incidental items.

#### A.2 Train Operation

Approximately seven through freight trains operate daily at up to 50 mph.

## 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) 5445131; E-mail <a href="mailto:ctkeckei@up.com">ctkeckei@up.com</a> or Richard Ellison, Project coordinator, 207 Powell Avenue, Labadie, MO, 63055; Telephone (847) 323-7197; E-mail <a href="mailto:richardellison@up.com">richardellison@up.com</a> 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.

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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. The UP railroad will install new crossing panels and temporary and permanent crossing signals and gates.

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

#### A.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.

#### A.6 Temporary Clearances During Construction

Replace standard spec 107.17.1(3) items 4.1 and 4.2 with the following:

- 4.1 Provide 15 feet 0 inches plus 1.5 inches per degree of track curvature, measured horizontally from the track center line.
- 4.2 Provide 21 feet 6 inch plus 1.5 compensation for super-elevated track, measured vertically above the top of the highest rails.

#### **B** Railroad Flagging

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in standard spec 107.17.1 are not maintained during construction operations.

The following conditions may also warrant flagging:

- 1. Cranes swinging (including length of boom/outriggers and /or appurtenances) or handling materials or equipment within 25 feet of the centerline of any track.
- 2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.
- 3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities that might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
- 4. Bridge painting activities including rigging of falsework, scaffolding or similar activities over railroad tracks.
- 5. Deck removal activities over railroad tracks.
- 6. Pouring of bridge decks in spans over an operated track.
- 7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

#### C Flagging by Railroad Pailroad Does Not Pay Flagging Costs

#### C.1 General

Replace paragraph (4) of standard spec 107.17.1 with the following:

Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section

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A.3 above, in writing, at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

Work that requires railroad flaggers to occupy the work zone for longer duration or longer than the normal work day will require 40 day written notice to the railroad.

#### C.2 Rates - Union Pacific

The following rates, reimbursement provisions, and excluded conditions will be used to determine the contractor's cost of flagging:

- \$1,000 daily rate for an eight-hour day (including wages, labor surcharges, lodging, vehicle and mileage expenses),
- \$1,500 "Rest Time" or nightly rate for weekday overnight work for an eight-hour day (including wages, labor surcharges, lodging, vehicle and mileage expenses).
- \$1,260 daily rate for an eight-hour day on Saturdays, Sundays, or holidays (including wages, labor surcharges, lodging, vehicle and mileage expenses).
- \$1,500 "Rest Time" or nightly rate for weekend overnight work for an eight-hour day (including wages, labor surcharges, lodging, vehicle and mileage expenses).
- \$150 per hour overtime rate for all time worked before or after the regular assigned eight hours on any day, or for a minimum three hour call on Saturdays, Sundays, or Holidays.

The railroad will require pre-payment. The flagger is required to set flags each day in advance of the contractor commencing work that will require flagging. The flagger must also remove the flags each day after the completion of work that required flagging. Any time worked before or after the minimum eight-hour flagging day to set or remove flags will be billed at the overtime rate. The contractor is responsible for knowing the requirements of the railroad for arranging and terminating flagging services and for the associated costs of those services.

#### **C.2 Reimbursement Provisions**

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

#### C.3 Excluded Conditions

The department will not reimburse any of the cost for additional flagging attributable to the following:

- 1. Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
- 2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

#### C.4 Payment for Flagging

The department will pay for the department's portion of flagging reimbursement as specified in section C of this provision under the following item:

ITEM NUMBER DESCRIPTION UNIT 801.0117 Railroad Flagging Reimbursement DOL

The reimbursement payment, as shown on the Schedule of Items, is solely for department accounting purposes. Actual flagging costs will vary based on the contractor's means and methods.

Railroads may issue progressive invoices. Notify the railroad when the work is completed and request a final invoice from the railroad. Promptly pay railroad-flagging invoices, less any charges that may be in dispute. The department will withhold flagging reimbursement until any disputed charges are resolved and the final invoice is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.

#### **D** Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See <u>e-railsafe.com</u> "Information". The security awareness and contractor orientation training is shown under the railroad's name.

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The department has secured right of entry to railroad property; neither the contractor nor subcontractors or their employees will be required to sign a right of entry form.

The security awareness and contractor orientation certification is valid for two year(s) and must be renewed for projects that will carry over beyond the two year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

stp-107-034 (20190506)

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

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

#### 14. 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 Kathy Kramer, WisDOT Local Program Project Manager at (262) 548-8772 or Kathleen1.kramer@dot.wi.gov.

stp-107-054 (20080901)

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

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

# 16. 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 Mark Zapp, WisDOT Local Program Project Manager at (414) 750-2645 or <a href="Mark.Zapp@dot.wi.gov">Mark.Zapp@dot.wi.gov</a>. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

# 17. Construction Over or Adjacent to Navigable Waters.

The South Branch Pike River is classified as a state navigable waterway under standard spec 107.19. stp-107-060 (20171130)

The stormwater conveyance channel that crosses CTH H near Station 35+80, crosses CTH S near Station 128+20'WB', and runs parallel with CTH S along the south side of the roadway from Station 128+20'WB' to the South Branch Pike River (including the section conveyed through storm sewer from Station 163+00'EB' to the South Branch Pike River) is classified as a state navigable waterway under standard spec 107.19.

# 18. Erosion Control.

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering according to Chapter TRANS 401 requirements. The ECIP shall supplement information shown on the plans and shall not reproduce it. The ECIP shall identify how the contractor intends to implement the project's erosion control plan, including measures to accommodate the Winter Shutdown as shown on the plans and for erosion control maintenance during the Winter Shutdown. A staged ECIP may be required for this project as new areas of the project are disturbed. ECIP amendments shall be needed prior to the Winter Shutdown and spring startup. A 14-day review period shall be allowed for each ECIP amendment. Provide the approved ECIP amendment to the engineer prior to winter shutdown and spring startup.

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison (Craig Webster, (262) 574-2141 or <a href="mailto:craig.webster@wi.gov">craig.webster@wi.gov</a>). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Complete final restoration in the following phases (at a minimum) as construction progresses, including sub-stages as shown on the traffic control plans:

Work Phase	Location
CTH EA	Station 301+00 to Station 310+25
CTH H	Station 13+24 to Station 43+59
Stormwater Pond	Station 138+00 to Station 148+00, RT
Stage 1 - WB CTH S	Station 113+00 to Station 147+75
	Station 147+75 to Station 175+66
	Station 175+66 to Station 216+25
Stage 2 - EB CTH S	Station 113+00 to Station 147+75
	Station 147+75 to Station 175+66
	Station 175+66 to Station 216+25
Stage 3	CTH S Median

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Final restoration or temporary stabilization shall be in place and approved by the engineer prior to advancing construction operations to the next stage.

The ECIP shall include temporary erosion control devices to be implemented prior to or in conjunction with clearing and grubbing operations. Temporary seed and mulch cleared and grubbed areas within 48 hours of disturbance. Perform clearing and grubbing in stages as shown in the plans.

Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 calendar days after placement of topsoil. If graded areas are left exposed for more than 7 calendar days, restore those areas with temporary seed and mulch within 72-hours of disturbance.

Permanently protect or restore all disturbed stream banks, wetland areas, and all disturbed areas within 100-feet of navigable waterways as shown on the plans or implement temporary erosion control devices within 24-hours of disturbance.

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

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled soil shall be protected against erosion. Temporarily stabilize on-site stockpiles and windrowed material with temporary seed and mulch within 72 hours of creating the stockpile or windrow.

Do not pump water from the construction site to a storm water conveyance without the water first passing through a sediment trap or filter bag.

When engaging in roadway cleaning operations, use equipment having a vacuum mechanism to eliminate the dispersion of particulate matter into the atmosphere. Vacuum equipment must have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere. Rotary or pick-up type sweeping equipment without vacuum capability shall not be used.

# 19. Erosion Control Structures.

Prior to beginning work on the box culvert or associated wing-walls, place all permanent erosion control devices, including temporary culvert pipe, temporary stream diversion channel, riprap, erosion mat, ditch checks, seed, fertilizer, mulch, soil stabilizer, or any other item required by the contract or deemed necessary by the engineer as approved in the ECIP. These devices shall be in place in the area upstream and downstream of the box culvert and on both sides of the roadway. Within said limits, place these devices to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as the engineer directs. Before initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as the plans show and remove them after the permanent erosion control devices are in place and the stream flow is re-established within the finished box culvert, unless directed otherwise by the engineer.

## 20. Maintaining Drainage.

Maintain drainage at and through worksite during construction conforming to standard spec 107.22, 204, 205 and 520.

Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the project.

Maintain stream flow along the stormwater conveyance channel that is considered a navigable waterway (see the Construction Over or Adjacent to Navigable Waters section of these special provisions) at all times during construction. Perform removal and construction of culvert pipes and storm sewer structures along this stormwater conveyance channel only during dry periods with no stormwater flow in the channel or pipes. Removal and construction of pipes within this navigable waterway may be allowed only if stormwater flow is by-passed around construction through temporary pipes, bypass pumping, or diversion channel as approved in the ECIP. Ensure flow is maintained after each work day by connecting finished

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storm sewer pipe to existing pipes as necessary from Station 163+00'EB' to the South Branch Pike River along the south side of the road. Temporary pipes required along this section of storm sewer pipe carrying the navigable channel are incidental to the contract. Existing pipes that do not conflict with proposed pipe locations or other construction operations may be left in place to convey stormwater until finished pipes are complete, upon which time stormwater flow shall be directed to the finished pipes and the existing pipes removed.

Maintain drainage along the north edge of the existing CTH S roadway during the winter shutdown to not allow water to back up into the travel lane. Temporarily set the proposed eastbound roadway median inlet/catch basin covers low enough to adequately accommodate drainage from the existing CTH S roadway. Do not construct the proposed eastbound median curb and gutter within 10-feet of either side of storm sewer structures that are set low to temporarily accommodate drainage during the winter shutdown. Construct temporary asphaltic curb to direct drainage towards the inlet/catch basin structures along the proposed CTH S eastbound median.

## Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce erosion from the discharge velocity that would cause release of sediment downstream.

# Dewatering (Mechanical Pumping) for treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Refer to article Erosion Control in these special provisions for additional requirements.

# 21. Archaeological Site.

The Sunset Ridge Memorial Park cemetery site is located approximately from Station 201+00 to Station 217+00, RT within the limits shown on the plans.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities beyond the existing right-of-way limits. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

stp-107-220 (20180628)

# 22. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

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

stp-107-001 (20060512)

# 23. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and no further meetings will be required unless directed by the engineer. The contractor shall arrange for a suitable location for meetings that provides reasonable

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accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least two weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

# 24. Notice to Contractor – Subsurface Exploration.

Subsurface exploration boring logs completed along the project for the Geotechnical Engineer Services Report are available and can be obtained by contacting Clement Abongwa, Kenosha County Highway Commissioner at (262) 653-1870 or <a href="mailto:clement.abongwa@kenoshacounty.org">clement.abongwa@kenoshacounty.org</a>.

Subsurface exploration was not completed within the stormwater pond from Station 138+00'EB' to Station 148+00'EB', RT. Test pits may be allowed within the stormwater pond area prior to bidding to determine the suitability of excavated materials for structural fill. Contact Clement Abongwa, Kenosha County Highway Commissioner at (262) 653-1870 or <a href="clement.abongwa@kenoshacounty.org">clement.abongwa@kenoshacounty.org</a> for permission to access this Kenosha County owned property and to schedule test pit investigations with a minimum of three days' notice. Construct test pits according to standard spec 205.2. Restore the test pit areas to original conditions before leaving the site. The cost for completing and restoring any such test pits will not be paid for by Kenosha County and are entirely the responsibility of the contractor performing the work.

## 25. Notice to Contractor – Airport Operating Restrictions.

The Kenosha Regional Airport (ENW) is located immediately adjacent to the project site. File a Notice of Proposed Construction or Alteration (form 7460-1) with the Federal Aviation Administration (FAA) a minimum of 45 days prior to construction.

# https://oeaaa.faa.gov/oeaaa/external/portal.jsp

All construction equipment taller than 15 feet in height working adjacent to the airport must be marked with a 3' x 3' orange and white checkered flag and/or amber beacon.

For any objects/equipment taller than 50 feet in height, the contractor shall coordinate with the City of Kenosha for any variances possibly needed due to construction equipment and/or operations potentially penetrating the local height limitation zoning ordinance.

The contractor shall coordinate with the Wis Bureau of Aeronautics (Wendy Hottenstein, Airport Development Engineer – Project Manager, (608) 261-6278, <a href="wendy.hottenstein@dot.wi.gov">wendy.hottenstein@dot.wi.gov</a>) and the Federal Aviation Administration for airspace review of any construction equipment or objects that penetrates a 100:1 slope from the nearest runway end as it may require the submittal of the FAA form 7460.0

Any borrow sites and stormwater features within 5 miles of an airport that hold water for more than 48 hours after a storm event shall be coordinated with the Wis Bureau of Aeronautics to review for the potential of wildlife hazards to aircraft.

The contractor shall not create any electrical or electronic interference with radio communications between air navigational or aviation communications. The contractor shall not make it difficult for an aircraft pilot to distinguish between airport lights of impair an aircraft pilot's visual perception to endanger the landing, taking off, or maneuvering of the aircraft.

# 26. Notice to Contractor – Traffic Signal Equipment Lead Time.

Order traffic signal equipment as soon as possible to assure the equipment is procured in a timely fashion and, therefore, installed, inspected, and ready for turn-on at the required date.

# 27. Traffic Signals, General.

All work shall be according to the plans and the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, and these special provisions.

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Note that failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the contractor's expense. Also, any additional disruption of County-owned facilities shall be repaired or relocated as needed at the contractor's expense.

Notify Kenosha County at (262) 857-1870 at least three weeks prior to the beginning of the traffic signal work.

Furnish the engineer with material lists and specifications of all traffic control equipment for approval prior to installation.

# 28. Removing Old Structure Over Waterway Station 174+66, Item 203.0500.S.

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

Add the following to standard spec 203:

# 203.3.6 Removals Over Waterways and Wetlands

## 203.3.6.1 Removing Old Structure Over Waterway

- (1) Remove the existing structure C-30-007 wingwalls over the South Branch Pike River conforming to the contractor's approved structure removal and clean-up plan. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. Remove large pieces of the structure within 36 hours. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
  - 1. Methods and schedule to remove the structure.
  - 2. Methods to control potentially harmful environmental impacts.
  - 3. Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
  - 4. Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

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

ITEM NUMBERDESCRIPTIONUNIT203.0500.SRemoving Old Structure Over Waterway Station 174+66LS

# 29. Removing Wood Landscaping Wall, Item 204.9090.S.01.

#### **A** Description

This special provision describes removing wooden landscaping walls conforming to standard spec 204.

# B (Vacant)

## **C** Construction

Cut the existing wooded landscaping wall at the limits shown on the plans and as directed by the engineer. Remove existing wooden timber landscaping wall within the limits shown on the plans, including all portions below grade, and according to standard spec 204.

#### **D** Measurement

The department will measure Removing Wood Landscaping Wall in linear feet, acceptably completed.

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## **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT 204.9090.S Removing Wood Landscaping Wall LF

Payment for removing wood landscaping wall is full compensation for cutting and completely removing the existing wood timber-landscaping wall and for disposing of the removed portions of the wall according to applicable disposal requirements.

stp-204-025 (20150630)

# 30. Removing Traffic Signals CTH S & CTH H, Item 204.9105.S.01; Removing Traffic Signals CTH S & Brumback Boulevard, Item 204.9105.S.02.

# **A** Description

This special provision describes removing existing traffic signals as shown on the plans, according to the pertinent provisions of standard spec 204, and as hereinafter provided. Specific removal items are noted in the plans.

# B (Vacant)

#### **C** Construction

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify the Kenosha County Highway Department at (262) 857-1870 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

The County 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 traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the County.

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (evp), mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Remove the signal cabinet from the footing and remove all associated signal equipment. Ensure that all access hand-hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the right-of-way. Deliver the remaining materials to the Kenosha County Public Works Facility at 19600 75th Street in Bristol, WI. Contact Clement Abongwa at (262) 857-1870 at least five working days prior to delivery to make arrangements.

## **D** Measurement

The department will measure Removing Traffic Signals as a single lump sum of work for each intersection, acceptably completed.

# **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.01	Removing Traffic Signals CTH S & CTH H	LS
204.9105.S.02	Removing Traffic Signals CTH S & Brumback Boulevard	LS

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# 31. Removing Loop Detector Wire and Lead-in Cable CTH S & CTH H, Item 204.9105.S.03; Removing Loop Detector Wire and Lead-in Cable CTH S & Brumback Boulevard, Item 204.9105.S.04;

Removing Loop Detector Wire and Lead-in Cable CTH S & STH 31 Project 3210-00-75, Item 204.9105.S.05;

Removing Loop Detector Wire and Lead-In Cable CTH S & STH 31 Project 3340-10-70, Item 204.9105.S.06.

# **A Description**

This special provision describes removing loop detector wire and lead-in cable as shown on the plans, according to the pertinent provisions of standard spec 204, and as hereinafter provided.

## B (Vacant)

## **C** Construction

Notify the Kenosha County Highway Department at (262) 857-1870 at least five working days prior to the removal of the loop detector wire and lead-in cable. For the STH 31 intersection with CTH S, notify the WisDOT Electrical Field Unit at (414) 266-170 at least five working days prior to the removal of the loop detector wire and lean-in cable.

Remove and dispose of detector lead-in cable including loop wire for abandoned loops off the project site.

## **D** Measurement

The department will measure Remove Loop Detector Wire and Lead-in Cable as a single lump sum unit for each intersection, acceptably completed.

# **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.03	Removing Loop Detector Wire and Lead-In Cable CTH S & CTH H	LS
204.9105.S.04	Removing Loop Detector Wire and Lead-In Cable CTH S & Brumback Boulevard	LS
204.9105.S.05	Removing Loop Detector Wire and Lead-In Cable CTH S & STH 31 Project 3210-00-75	LS
204.9105.S.06	Removing Loop Detector Wire and Lead-In Cable CTH S & STH 31 Project 3340-10-70	LS

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

## **A Description**

#### A.1 General

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

Republic Services, Inc. Kestrel Hawk Landfill 1989 Oakes Road Racine, WI 53406 (262) 884-7081

Waste Management Pheasant Run Recycling and Disposal Facility 19414 60<sup>th</sup> Street Bristol, WI 53104 (262) 857-7956

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

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

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

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

1. Station 175EB+65 to 176EB+25 from project limits left to project limits right, from 1 to 8-feet below existing grade. The estimated volume of contaminated soil to be excavated at this location is 1,136 CY (approximately 1,931 tons using a conversion factor of 1.7 tons per cubic yard). Contaminated groundwater is present at this location.

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

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

No active groundwater monitoring wells were observed within the construction limits. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect them to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

## A.3 Excavation Management Plan

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

Name: Andrew Malsom

Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798

Phone: (262) 548-6705 Fax: (262) 548-6891

E-mail: andrew.malsom@dot.wi.gov

## A.4 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 150 N. Patrick Blvd., Ste. 180, Brookfield, WI 53045

Contact: Bryan Bergmann

Phone: (262) 901-2126 office / (262) 227-9210 cell

Fax: (262) 879-1220

E-mail: <u>bbergmann@trccompanies.com</u>

The role of the environmental consultant will be limited to:

- 1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
- 2. Identifying contaminated soils to be hauled to the bioremediation facility;
- 3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
- 4. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility.

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

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

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

# A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

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

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

## B (Vacant)

#### **C** Construction

Add the following to standard spec 205.3:

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

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

If dewatering is required in an area of known contamination, water generated from dewatering activities may contain contaminants and require testing, special handling, temporary storage, and disposal. Disposal of contaminated water may require use of a licensed hazardous waste hauler to transport contaminated groundwater to a treatment and disposal facility.

Contractor shall ensure continuous dewatering and excavation safety at all times. Provide, install, operate, maintain adequate pumping equipment, disassemble, and remove pumping equipment.

Costs associated with excavation and dewatering in the contaminated area are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from the construction project.

Limit excavation in the location described in A.2 to minimize the handling of groundwater. Notify the engineer of any dewatering activities and obtain any permits necessary to discharge or dispose of contaminated water. Provide copies of such Permit to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

## **D** Measurement

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

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## **E** Payment

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

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

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils before transport, if necessary.

# 33. QMP Base Aggregate Dense 1 1/4-Inch Compaction, Item 371.2000.S.

## **A** Description

- (1) This special provision describes modifying the compaction and density testing and documentation requirements of work done under the Base Aggregate Dense 1 1/4-Inch bid items. Conform to standard spec 305 as modified in this special provision and to the contract QMP Base Aggregate article.
- (2) Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of dense graded base which meets all the requirements of this provision.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

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

- (4) This special provision applies to Base Aggregate Dense 1 1/4-Inch material placed: above at least 16 inches of subgrade improvement, 12 inches of subgrade improvement and geogrid or QMP subgrade provisions, between shoulder hinge points and lower than mainline pavement. Unless otherwise specified by the contract, all Base Aggregate Dense 1 1/4-Inch material placed on side roads, private and public entrances, individual ramps less than 1500 feet, passing lanes less than 1500 feet, tapers, turn lanes, and other undefined locations are exempt from the compaction and density requirement modifications and testing contained within this special provision.
  - B (Vacant)
  - **C** Construction
  - C.1 General
- (1) The engineer shall approve the grade before placement of the base. Approval of the grade shall be according to applicable provisions of the standard specifications.

# Add the following to standard spec 305.3.2.2:

- (3) For 1 1/4-Inch dense graded base composed of ≤20% reclaimed asphaltic pavement (RAP) or crushed concrete (RCA), as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor must determine the material target density according to:
  - Method 1: Maximum dry density according to AASHTO T-180, Method D, with correction for coarse particles and modified to require determination of Bulk Specific Gravity (Gm) according to AASHTO T 85. Bulk Specific Gravities determined according to standard spec 106.3.4.2.2 for aggregate source approval may be utilized.
- (4) For 1 1/4-Inch dense graded base composed of >20% RAP or RCA, as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor may choose from the following options to determine the material target density:
  - Method 2: Maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity (G<sub>m</sub>) according to AASHTO T 85.

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- Method 3: Maximum wet density as determined by AASHTO T-180, Method D, modified to define *Maximum Density* as the wet density in pounds per cubic foot of soil at optimum moisture content using Method D specified compaction, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity (G<sub>m</sub>) according to AASHTO T 85.
- Method 4: Average of 10 random control strip wet density measurements as described in section C.2.5.1.
- (5) Compact the 1 1/4-Inch dense graded base to a minimum of 93.0% of the material target density for methods 1, 2 and 3. Compact 1 1/4-inch dense graded base to a minimum of 96% of the material target density for method 4. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction.
- (6) Base Aggregate Dense 1 1/4-Inch will be accepted for compaction on a lot basis.
- (7) Field density tests on materials using contractor elected target density methods 3 or 4 will not be considered for lot acceptance on the basis of compaction under the requirements of this provision until the moisture content of the in-place material is less than 2.0 percentage points above the maximum wet density optimum moisture or 2.0 percentage points of the average moisture content of the 10 density tests representing a control strip, respectively. Determine moisture content using AASHTO T255 as modified in CMM chapter 8 or a nuclear density gauge. If conducting AASHTO T255, sample materials after watering but before compaction.

## **C.2 Quality Management Program**

# C.2.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:
  - 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
  - 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
  - 3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
  - 4. Descriptions of stockpiling and hauling methods.
  - 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
  - 6. Location of the QC laboratory, retained sample storage, and other documentation.
  - 7. Lot layout and random test location plan.
  - 8. A description of placement methods and operations. Including, but not limited to: staging, construction of an initial working platform, lift thicknesses, and equipment.

## C.2.1 Pre-Placement Meeting

A minimum of two weeks before placement of Base Aggregate Dense 1 1/4-Inch material, hold a preplacement meeting at a mutually agreed upon time and location. Present the Quality Control Plan at the meeting. Attendance at the pre-placement meeting is mandatory for the project superintendent, quality control manager, project inspection and testing staff, all appropriate contractor personnel involved in the sampling, testing, and quality control including subcontractors, and the engineer or designated representatives.

## C.2.2 Personnel

- (1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing. Adhere to the minimum required certifications for aggregate testing per part 7 of the standard specification. AASHTO T180 proctor testing requires a minimum certification level of AGGTEC-1.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

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## C.2.3 Equipment

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at:

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

- (3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.
- (4) For all target density methods, conform to AASHTO T310 and CMM 8-15 for wet density testing and gauge monitoring methods.
- (5) For the specified target density determined using method 1 in section C.1, compute the dry densities for the compacted dense graded base, composed of ≤20% RAP or RCA, according to AASHTO T310.
- (6) For contractor elected target density method 2 in section C.1, compute dry densities of dense graded base composed of >20% RAP or RCA using a moisture correction factor and the nuclear wet density value. Determine the moisture correction value, for each Proctor produced under the requirements of C.2.5, using the moisture bias as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required. Conduct a moisture bias test for every 7500 feet of Base Aggregate Dense 1 1/4-Inch placed. Determine natural moistures in the laboratory.
- (7) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted direct transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches, but not to exceed the depth of the compacted layer being tested. Perform each test for at least one minute of nuclear gauge count time.

## C.2.5 Contractor Testing

- (1) Perform compaction testing on the mainline dense graded base material, as defined by A.(4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.3. Conform to CMM 8-15 for testing and gauge monitoring methods.
- (2) Select test sites randomly using ASTM Method D3665. Random numbers may be determined using an electronic random number generator. Guidance for determining test locations can be found in section 8-30.9 of the Construction and Materials Manual (CMM). Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.
- (3) When a density target is determined in accordance methods 3 or 4 in section C.1, conduct density testing on same date of final compaction.

# C.2.5.1 Contractor Required Quality Control (QC) Testing

- (1) Conduct testing at a minimum frequency of one test per lot. A lot is 1500 feet for each layer with a maximum width of 18 feet and minimum lift thickness of 2" of Base Aggregate Dense 1 1/4-Inch material placed. Layer widths exceeding 18 feet are divided into equal lots. Each lot of compacted Base Aggregate Dense 1 1/4-Inch material, as defined by A.(4), will be accepted when the lot field density meets the required minimum density. Lots that don't achieve density requirements must be addressed and approved according to C.2.7.
- (2) Add separate lots for passing lanes and individual ramps greater than 1500 feet.
- (3) Combine partial lots less than 750 feet with the previous lot. Partial lots greater than or equal to 750 feet are standalone lots.
- (4) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective actions according to C.2.7. Deliver documentation of all compaction testing results to the engineer at the time of testing.

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#### C.2.5.1.1 Target Density Determination

## C.2.4.1.1.1 Maximum Wet and/or Dry Density Methods

- (1) For contractor elected target density methods 2 and 3 in section C.1, and contractually specified target density method 1 in section C.1; perform one gradation and 5-point Proctor test before placement of 1 1/4-Inch dense graded base. Perform additional gradations every 3000 tons according to standard spec 305 and 730. If sampling requirements are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.
- (2) Perform additional 5-point Proctor tests, at a minimum, when:
  - 1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve, by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to create a 5-point Proctor. Each 5-point Proctor test will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
  - The source of base aggregate changes.
  - 3. Percent target density exceeds 103.0% on two consecutive density tests.
- (3) Provide Proctor test results to the engineer within two business days of sampling. Provide gradation test results to the engineer within one business day of sampling.
- (4) Split each contractor QC Proctor sample and identify it according to CMM 8-30. Deliver the split to the engineer within one business day for department QV Proctor testing.
- (5) Split each non-Proctor contractor QC sample and identify it according to CMM 8-30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

# C.2.5.1.1.2 Density Control Strip Method

- (1) For contractor elected target density method 4 in section C.1, construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel. For blended material, reprocessed material and crushed concrete, perform additional gradations every 3000 tons according to standard spec 305 and 730. If sampling frequencies are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.
- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.
- (3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.
- (4) Construct additional control strips, at a minimum, when:
  - 1. The source of base aggregate changes.
  - 2. The four point moving average percentage of blended recycled materials, from classification of material retained on the No. 4 sieve in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip.
  - 3. The layer thickness changes more than 2.0 inches.
  - 4. The percent target density exceeds 103.0% on two consecutive density measurements.
- (5) Construct control strips using equipment and methods representative of the operations to be used to place and compact the remaining 1 1/4—Inch Base Aggregate Dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.
- (6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations. Subsequent density measurements will be taken at the same 3 locations. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.
- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take wet density measurements at the 3 marked locations. Continue compacting and testing until the increase in wet density measurements are less than 2.0 lb/ft³, or the density measurements begin to decrease.
- (8) Upon completion of control strip compaction, take 10 randomly located wet density measurements within the limits of the control strip. The final measurements recorded at the 3 locations under article C.2.4.1.1.2 may be included as 3 of the 10 measurements. Average the ten measurements to obtain the control strip

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target density and target moisture for use in contractor elected method 4 in section C.1. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

# **C.2.6 Department Testing**

## C.2.6.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project and provide test results to the contractor within two business days after the department obtains the sample.
- When a density target is determined in accordance methods 3 and 4 in section C.1, conduct density testing on same date of final compaction.

# C.2.6.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.2.3 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 20% of the required gradation, density and Proctor contractor tests.
- (3) The department will utilize contractor's QC Proctor results for determination of the material target density. The department will verify QC Proctor values by testing QC Proctor split sample. The department will use QC Proctor value as a target density if the QC and QV Proctor test results meet the tolerance requirements specified in section C.2.6.2(7).
- (4) The department will locate gradation and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. Sampling for gradation may be done independently of nuclear density tests, before watering and before compacting. The department will split each QV sample, test half for QV, and retain the remaining half for 10 calendar days.
- (5) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (6) The department will utilize control strip target density testing results in lieu of QV Proctor sampling and testing when the contractor elected target density method 4 in section C.1 is used.
- (7) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions according to C.2.7 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

## C.2.6.3 Independent Assurance (IA)

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
  - 1. Split sample testing.
  - 2. Proficiency sample testing.
  - 3. Witnessing sampling and testing.
  - 4. Test equipment calibration checks.
  - 5. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.2.6.4.

## C.2.6.4 Dispute Resolution

(1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor shall review the data, examine data reduction and

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- analysis methods, evaluate sampling and testing methods/procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## C.2.7 Corrective Action

- (1) Lots not achieving the minimum density requirements may be addressed and accepted for compaction according to the requirements of this section. Unless directed by the engineer, corrective actions taken to address an unacceptable lot must be applied to the entire lot corresponding to the non-conforming test.
- (2) Investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings according to ASTM D 6938. For material composed of >20% RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required.
- (3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2 and 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1, and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, shall be compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the Base Aggregate Dense 1 1/4–Inch, and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.
- (4) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2, or 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1 and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of geotextile fabrics, installation of breaker run material, or others to be completed, or may request an additional pass of compactive effort using equipment and methods representative of the operations used to place and compact the base aggregate dense and density test.
  - 1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft³ in a lot continue subsequent compactive efforts and density testing on that lot. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft³, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.
  - 2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds the minimum density requirement defined in section C.1, the lot is accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve the minimum density requirement defined in section C.1, compact the lot a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.

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- (5) Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density methods 1, 2 or 3 in section C.1; or in excess of 2.0 percentage points above or below the target moisture content for target density method 4 in section C.1; shall receive contractor performed and documented corrective action; including additional density testing.
- (6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until the minimum density requirement is achieved or an alternate compaction acceptance criteria is met according to this section.
- (7) Field moisture contents of materials tested using contractor elected target density methods 3 or 4 in section C.1 cannot exceed 2.0 percentage points of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively. Density tests on materials using contractor elected target density methods 3 or 4 in section C.1 will not be considered for lot compaction acceptance until the moisture content of the corresponding density test of the in-place material is less than 2.0 percentage points above of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively.

# **D** Measurement

(1) The department will measure the QMP Base Aggregate Dense 1 1/4-Inch Compaction bid item by each lot, acceptably completed per C.2.5.1.

## **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
371.2000.S	QMP Base Aggregate Dense 1 1/4-Inch Compaction	EACH

- (2) Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for providing aggregate under the Base Aggregate Dense 1 1/4-Inch bid item.
- (3) The department will pay for additional tests directed by the engineer. One engineer directed test is equal to one acceptably completed lot of the QMP Base Aggregate Dense 1 1/4 -Inch Compaction bid item. The department will not pay for additional corrective action tests required due to unacceptable material. stp-370-010 (20190618)

# 34. QMP HMA Pavement Nuclear Density.

## **A Description**

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

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

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

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

http://www.atwoodsystems.com/

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#### **B** Materials

## **B.1 Personnel**

(1) Nuclear gauge owners and personnel using nuclear gauges shall comply with WisDOT requirements according to 460.3.3 and CMM 8-15.

## **B.2 Testing**

(1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Conform to CMM 8-15.10.4 for test duration and gauge placement.

## **B.3 Equipment**

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

- (1) Furnish nuclear gauges according to CMM 8-15.2.
- (2) Furnish nuclear gauges from the department's approved product list at

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

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

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

(1) Compare QC and QV nuclear gauges according to CMM 8-15.7.

## **B.3.2.2 Comparison Monitoring**

(1) Conduct reference site monitoring for both QC and QV gauges according to CMM 8-15.

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

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

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

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.1.
- (3) Determine random testing locations according to CMM 8-15.10.3.

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

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.2.
- (3) Determine random testing locations according to CMM 8-15.10.3.

## **B.4.2 Pavement Density Determination**

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

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

## **B.4.2.2 Mainline Shoulders**

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

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

## B.4.2.2.2 Width of 5 Feet or Less

(1) If all sublot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.

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(2) If a sublot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

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

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

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

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

## **B.4.3 Corrective Action**

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

## **B.5 Department Testing**

## **B.5.1 Verification Testing**

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

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

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

## **B.6 Dispute Resolution**

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

## **B.7 Acceptance**

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

## **E.1 QMP Testing**

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

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

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

# E.3 Incentive for HMA Pavement Density

(1) The department will administer density incentives as specified in standard spec 460.5.2.3. stp-460-020 (20181119)

# 35. Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.

## **A Description**

This special provision describes furnishing and placing stainless steel reinforcing bars and associated stainless steel bar couplers.

Conform to standard spec 505 as modified in this special provision.

#### **B** Materials

## **B.1 General**

Furnish stainless steel reinforcing bars conforming to ASTM A955 and to one of the following Unified Numbering System (UNS) designations: S31653, S31803, S32205, or S32304. Supply grade 60 bars, all of the same UNS designation. Conform to the chemical composition specified for the given UNS designation in ASTM A276 table 1.

Supply bars that are free of dirt, mill scale, oil, and debris by pickling to a bright or uniform light finish. The department may reject bars displaying rust/oxidation, questionable blemishes, or lack of a bright or uniform pickled surface.

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Furnish chairs or continuous supports made of stainless steel or recycled plastic to support high-strength stainless bar steel reinforcement subject to the plastic chair restriction stated in standard spec 505.3.4(1).

Furnish couplers made from one of the UNS alloys allowed for bar steel.

Furnish tie wire made from one of the UNS alloys allowed for bar steel or from an engineer-approved plastic or nonmetallic material. Ensure that stainless steel tie wire is dead soft annealed.

#### **B.2** Fabrication

Before fabrication, supply test results from an independent testing agency certifying that the reinforcement meets the requirements of Annex A1 of ASTM A955.

Bend bars conforming to standard spec 505.3.2 and according to ASTM A955. Bend and cut bars using equipment thoroughly cleaned or otherwise modified to prevent contamination from carbon steel or other contaminants. Use tools dedicated solely to working with stainless steel.

## **B.3 Control of Material**

Identify reinforcement bars delivered to the project site with tags bearing the identification symbols used in the plans. Include the UNS designation, heat treat condition, heat number, grade corresponding to minimum yield strength level, and sufficient documentation to track each bar bundle to a mill test report.

Provide samples for department testing and acceptance according to CMM 8-50 Exhibit 1 requirements for concrete masonry reinforcement for uncoated bar steel.

Provide mill test reports for the project that do the following:

- 1. Verify that sampling and testing procedures and test results conform to ASTM A955, ASTM A276 table 1, and these contract requirements.
- 2. Include a chemical analysis with the UNS designation, heat lot identification, and the source of the metal.
- 3. Include tensile strength, yield strength, and elongation tests results conforming to ASTM A955 for each size furnished.
- 4. Certify that the bars have been pickled to a bright or uniform light finish.

#### **C** Construction

#### C.1 General

Ship, handle, store, and place the stainless steel reinforcing as follows:

- 1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
- 2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
- 3. Handle with non-metallic slings.
- 4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless steel during construction.
- 5. Place on plastic or stainless steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
- 6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

Do not tie stainless steel reinforcing bars to, or allow contact with, uncoated reinforcing bars or galvanized steel. Maintain at least 1 inch clearance between stainless steel bars or dowels and uncoated or galvanized steel. Where 1 inch clearance is not possible, sleeve bars with a continuous polyethylene or nylon tube at least 1/8 inch thick extending at least 1 inch in each direction and bind with nylon or polypropylene cable ties. Sleeves are not required between stainless steel bars and shear studs. Stainless steel bars can be in direct contact with undamaged epoxy-coated bars.

Cut flush with the top flange or remove uncoated fasteners, anchors, lifting loops, or other protrusions into a bridge deck before casting the deck on prestressed concrete beams.

## C.2 Splices

Splice as the plans show. Provide stainless steel couplers conforming to the minimum capacity, certification, proof testing, and written approval requirements of standard spec 550.3.3.4. The contractor may substitute stainless steel couplers for lap slices the plans show if the engineer approves in writing.

If increasing or altering the number or type of bar splices the plans show, provide revised plan sheets to the engineer showing the reinforcement layout, type, length, and location of revised bar splices and revised bar lengths. Obtain engineer approval for the location of new lap splices or substitution of

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mechanical bar couplers before fabrication. Ensure that new lap splices are at least as long as those the plans show.

## **D** Measurement

The department will measure Bar Steel Reinforcement HS Stainless Structures by the pound, acceptably completed, computed from the nominal weights of corresponding sizes for carbon steel deformed bars in AASHTO M31 regardless of stainless steel alloy provided. The department will not measure extra material used if the contractor alters the reinforcement layout as allowed under C.2, extra material for splices or couplers the plans do not show, or the weight of devices used to support or fasten the steel in position.

The department will measure the Bar Couplers Stainless bid items as each individual coupler, 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 505.0800.S Bar Steel Reinforcement HS Stainless Structures LB

Payment for Bar Steel Reinforcement HS Stainless Structures is full compensation for furnishing and placing stainless steel reinforcing bars, including supports. Where the plans specify bar couplers, the department will pay for the length of bars as detailed with no deduction or increase for installation of the coupler.

stp-505-005 (20190618)

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

## **A** Description

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

#### **B** Materials

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

## C (Vacant)

#### **D** Measurement

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

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT611.8120.SCover Plates TemporaryEACH

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

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

# 37. Pipe Grates, Item 611.9800.S.

## **A Description**

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

## **B** Materials

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

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Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

#### **C** Construction

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

#### **D** Measurement

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

## E Payment

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

ITEM NUMBER DESCRIPTION UNIT 611.9800.S Pipe Grates EACH

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

stp-611-010 (20030820)

# 38. Salvaged Rail, Item 614.0920; Salvaged Guardrail End Treatments, Item 614.0925.

Amend standard spec 614.3.9 to include the following:

Contact Glenn Fenske, Kenosha County Highways Superintendent, at (262) 857-1878 to arrange for Kenosha County to pick up the salvaged materials from the worksite.

# 39. Temporary Ditch Checks, Item 628.7504.

Replace standard spec 628.3.14(2) with the following:

Construct temporary ditch checks using a manufactured alternative to erosion bales from the department's PAL. Erosion bales are not allowed for use as temporary ditch checks. Place temporary ditch checks across ditches at locations the plans show or as the engineer directs immediately after shaping the ditches or slopes. Excavate upstream sumps as the engineer directs.

Replace standard spec 628.5.17(2) with the following:

The department will not pay for installing ditch checks if constructed of erosion bales.

# 40. Removing Signs Type II, Item 638.2602.

Revised standard spec 638.3.4 and as follows:

(2) Aluminum type II signs and steel stringers are property of Kenosha County DPW. Return signs and stringers palletized for handling with a forklift. Contact Glenn Fenske, Kenosha County Highways Superintendent, at (262) 857-1878 at least five working days prior to delivery to make arrangements. Deliver the removed signs to the Kenosha County Public Works Facility at 19600 75th Street in Bristol, WI.

(3) Plywood type II and all type I signs are property of Kenosha County DPW. Return signs and stringers palletized for handling with a forklift. Contact Glenn Fenske, Kenosha County Highways Superintendent, at (262) 857-1878 at least five working days prior to delivery to make arrangements. Deliver the removed signs to the Kenosha County Public Works Facility at 19600 75th Street in Bristol, WI.

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# 41. Nighttime Work Lighting-Stationary.

## **A Description**

This special provision describes furnishing portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

## B (Vacant)

## **C** Construction

## C.1 General

This provision shall apply when providing, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime stationary work operations, for the duration of nighttime work on the contract.

At least 14 days before the nighttime work, furnish a lighting plan to the engineer for review and acceptance. Address the following in the plan:

- 1. Layout, including location of portable lighting lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
- 2. Specifications, brochures, and technical data of all lighting equipment to be used.
- 3. The details on how the luminaires will be attached.
- 4. Electrical power source information.
- 5. Details on the louvers, shields, or methods to be employed to reduce glare.
- 6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
- 7. Detail information on any other auxiliary equipment.

## C.2 Portable Lighting

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lighting protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

If portable generators are used as a power source, furnish adequate power to operate all required lighting equipment without any interruption during the nighttime work. Provide wiring that is weatherproof and installed according to local, state, federal (NECA and OSHA) requirements. Equip all power sources with a ground-fault circuit interrupter to prevent electrical shock.

## C.3 Light Level and Uniformity

Position (spacing and mounting height) the luminaires to provide illumination with an average to minimum uniformity ratio of 5:1 or less throughout the work area.

Illuminate the area as necessary to incorporate construction vehicles, equipment, and personnel activities.

#### C.4 Glare Control

Design, install, and operate all lighting supplied under these specifications to minimize or avoid glare that interferes with all traffic on the roadway or that causes annoyance or discomfort for properties adjoining the roadway. Locate, aim, and adjust the luminaires to provide the adequate level of illumination and the specified uniformity in the work area without the creation of objectionable glare.

Provide louvers, shields, or visors, as needed, to reduce any objectionable levels of glare. As a minimum, ensure the following requirements are met to avoid objectionable glare on the roadways open to traffic in either direction or for adjoining properties:

- 1. Aim tower-mounted luminaires, either parallel or perpendicular to the roadway, so as to minimize light aimed toward approaching traffic.
- Aim all luminaires such that the center of beam axis is no greater than 60 degrees above vertical (straight down).

If lighting does not meet above-mentioned criteria, adjust the lighting within 24 hours.

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## **C.5 Continuous Operation**

Provide and have available sufficient fuel, spare lamps, generators, and qualified personnel to ensure that the lights will operate continuously during nighttime operation. In the event of any failure of the lighting system, discontinue the operation until the adequate level of illumination is restored. Move and remove lighting as necessary.

## D (Vacant)

## **E** Payment

Costs for furnishing a lighting plan, and for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract.

stp-643-010 (20100709)

# 42. Temporary Marking Raised Pavement Markers Type II, Item 649.0770

Temporary Marking Raised Pavement Markers Type II shall be removed, and permanent markings shall be installed within 15 calendar days of the existing pavement markings being obliterated.

Temporary Marking Raised Pavement Markers Type II shall match the color of the marking they supplement or replace. Channelizing, lane line, and edge line markers may be reflective on a single side.

Temporary Marking Line Removeable Tape or Epoxy may not be used in lieu of the Temporary Raised Pavement Markers.

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

## **A Description**

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

#### **B** Materials

Use nonmetallic conduit, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the standard spec.

## **C** Construction

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

#### **D** Measurement

The department will measure Install Conduit Into Existing Item by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNIT652.0700.SInstall Conduit Into Existing ItemEACH

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

stp-652-070 (20100709)

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#### 44. Electrical Service Meter Breaker Pedestal.

Add the following to standard spec 656.2.3:

The county will be responsible for the electric service installation request for any county-maintained facility.

Electric utility company service installation and energy cost will be billed to and paid for by the maintaining authority.

Add the following to standard spec 656.3.4:

Install the cabinet base and meter breaker pedestal first, so the electric utility company can install the service lateral. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electric utility company.

Add the following to standard spec 656.5(3):

Payment for grading the service trench, replacing topsoil, fertilizer, seed, and mulch will be incidental to this work unless the bid items are in the contract and then they will be paid for at the contract price.

# 45. Signal Housings.

Replace standard spec 658.2(4) with the following:

For pedestrian signal faces: furnish polycarbonate resin housings, doors, and visors. Use yellow, Federal Standard 595 – FS13538, housings and dull black door faces and visors. For 16-inch heads, mount a z-crate visor and gasket to the door with stainless steel tabs. Drill the housing for top and bottom pipe mounting with the ability to rotate 270 degrees on the poly mounting brackets.

## 46. Pedestrian Push Buttons.

Replace standard spec 658.2(5) with the following:

For pedestrian push buttons: furnish freeze-proof ADA compliant pedestrian push buttons made by a department-approved manufacturer. The contractor shall place a Size 1, Type H reflective (R10-3EL, R, D) sign sticker (per state sign plate), message series – B, directly above each push button. Include a directional arrow or arrows on the sign as the plans show.

# 47. Traffic Signal Mounting Hardware.

Add the following to standard spec 658.2(7):

Use an approved type of pole or standard vertical mounting brackets/clamps for signal faces from an approved manufacturer. Pedestrian traffic signal heads mounted in the median shall use federal yellow aluminum side of pole 2-way upper and lower arm assemblies providing 16  $\frac{1}{2}$ -inch center to center spacing.

# 48. Traffic Signal Faces and Pedestrian Signal Face 16-Inch.

Add the following to standard spec 658.3:

(5) Connect all ungrounded conductors with wire nuts in the appropriate sections of the signal heads. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. All wire nuts must be installed facing up to prevent the entrance of water.

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# 49. Temporary Traffic Signals for Intersections.

Replace standard spec 661.2.1 with the following:

Furnish control cabinet, controller, and control equipment. Provide a cabinet with a Corbin #2 door lock and an access door that allows placing the controller in emergency flash. Provide keys to the access door to the engineer and law enforcement agencies as required. Also provide a manual control accessible by the police. Supply a controller capable of executing the timing program supplied in this contract for this temporary traffic signal. Test traffic signal control cabinets before installation. Provide primary and secondary temporary traffic signal contact names and phone numbers who will be responsible for implementing temporary traffic signal timing changes. The county may request traffic signal timing changes to an approved timing plan during the project. Implement any approved timing plan change within 24 hours upon notification of the change. Record the times of operation of the timing change and provide this information to the county.

# Add the following to standard spec 661.3.1:

- (4) Install non-intrusive detection units according to the manufacturer's recommendations. Install power cable and signal cabinet equipment. Aim the detection units to provide detection at the locations shown on the plans and make the detection system fully operational.
- (5) In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), advise the engineer before setting the zone.
- <sup>(6)</sup> The non-intrusive detection shall be mounted at a location per the manufacturer's recommendations. Relocate the detection system to a suitable location if there is impedance on the operation, construction related or otherwise.
- (7) The non-intrusive detection system shall be complete, in place, tested, and in full operation during each stage and sub-stage of construction.

#### Replace standard spec 661.3.1.1 with the following:

(2) Place the pole in the ground to no less than 1/5 of the pole's length as the plans show. Sawcut existing pavement and concrete curb and gutter as needed to install the wood poles and guy wire anchors. Sawcut existing pavement according to the pertinent provisions in standard spec 690.3. Remove pavement and concrete curb and gutter as shown on the plans and if needed to install the wood poles and guy wire anchors. Remove only as much pavement as needed to install the wood poles. Remove pavement and curb and gutter according to the pertinent provisions in standard spec 204.3, Construction. Hold any wood poles in place and/or move wood poles during construction due to conflicts with proposed work. All wood poles shall be plumb and level.

## Add the following to standard spec 661.3.1.4:

- <sup>(4)</sup> Arrange for "every other week" inspections with the engineer to check the height of the span wire above the roadways to ensure that the bottom of the traffic signal heads remain within the minimum and maximum heights allowed above the roadway. Make all height adjustments within 1-hour of an inspection indicating that adjustments are required. Notify the engineer in writing upon completion of all necessary adjustments. Maintain a written log to properly document the date of each "every other week" inspection, the heights above the roadway, the roadway clearance after adjustments have been made and acceptance by the engineer. Provide all documentation related to the "every other week" span wire height checks as well as all records related to maintenance performed on the temporary traffic signal installations to the engineer.
- (5) Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and within the approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working and are aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

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

Replace standard spec 661.5(2) with the following:

Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, operating, maintaining, and repairing the complete temporary installation; and for removal. Furnishing, installing, and maintaining temporary vehicle detection equipment shall be paid for under a separate item. Payment also includes the following:

- 1. Furnishing and installing the replacement equipment.
- 2. All utility charges for installation, disconnection, and energy service through project completion.
- 3. The cost of delivery and pick-up of the cabinet assemblies.
- 4. Traffic signal controller programming and timings (including timing changes).

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for checking and/or adjusting the temporary detection zones on an every other week basis; for maintaining and changing the temporary detection zones to match the plans, traffic control, and construction staging; for relocating the temporary detection sensors due to construction activities, if required; for periodically cleaning all temporary vehicle detector equipment; for cleaning up and properly disposing of waste; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

# 50. Concrete Base Type 10 Special, Item SPV.0060.01.

# **A** Description

This special provision describes the installation of concrete base Type 10 Special.

#### **B** Materials

Furnish bar steel reinforcement conforming to standard spec 505.2.4.

Furnish grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716.

Furnish anchor rods, nuts, and washers conforming to standard spec 641.2.2.3

Use schedule 40 PVC electrical conduit conforming to standard spec 652.

#### **C** Construction

Construct drilled shaft concrete bases conforming to standard spec 636.3. Cure exposed portions of concrete footings as specified in standard spec 502.3.8.1. Wait until the concrete has attained 3500 psi compressive strength or 7 equivalent days as specified in standard spec 502.3.10 before erecting any portion of the structure on the footing.

Follow the guidelines outlined in Concrete Base Type 10 Special detail.

# **D** Measurement

The department will measure the Concrete Base Type 10 Special as each individual base, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Concrete Bases Type 10 SpecialEACH

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

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# 51. Poles Type 10 Special, Item SPV.0060.02.

## **A Description**

This special provision describes furnishing and installing materials conforming to standard spec 657, details shown in the plans, and as modified in this special provision.

#### **B** Materials

Furnish materials conforming to standard spec 657.2. Provide any other necessary material required to complete the installation as the plans show.

See Construction Detail, Type 10 Special Pole, for more information.

#### **C** Construction

Install equipment according to standard spec 657.3.

#### **D** Measurement

The department will measure Poles Type 10 Special as each individual pole, acceptably completed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.02Poles Type 10 SpecialEACH

Payment is full compensation for furnishing and installing poles and for providing grounding lugs, fittings, shims, hardware, and other required components the department does not furnish.

# 52. Catch Basins Median 1 Grate, Item SPV.0060.03; Catch Basins Median 2 Grate, Item SPV.0060.04.

## **A Description**

This special provision describes providing Catch Basins Median 1 Grate and 2 Grate according to standard spec 611 and as shown on the plans.

## **B** Materials

Furnish materials in conformance with standard spec 611.2. Furnish Catch Basins Median 1 Grate and 2 Grate with integral sumps as shown on the plans.

## **C** Construction

Comply with standard spec 611.3.

#### **D** Measurement

The department will measure Catch Basins Median (type) Grate as each individual unit, acceptably completed.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.03Catch Basins Median 1 GrateEACHSPV.0060.04Catch Basins Median 2 GrateEACH

Payment is full compensation for providing materials, including masonry, conduit and sewer connections, steps and other fittings; for excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site; except that the department will pay for covers separately.

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# 53. Field Office Type T, Item SPV.0060.05.

## **A Description**

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

## **B** Materials

Provide Field Office Type T conforming to standard spec 642.2.1.

Add the following to standard spec 642.2.1:

Provide a facility with minimum exterior dimensions of 12 feet wide and 60 feet long, excluding the hitch.

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

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

## **C** Construction

Conform to standard spec 642.3.

## **D** Measurement

The department will measure Field Office Type T as each field office, 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
 Field Office Type T
 EACH

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

The department will pay for the cost of telecommunications usage fees incurred by department staff. SER-642.1 (20160808)

# 54. Remove, Salvage, and Reinstall Hydrant, Item SPV.0060.06.

#### A Description

This special provision describes providing removing, salvaging, and reinstalling fire hydrants according to Chapter 4.14.6 of the sewer and water specifications and as herein provided.

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#### **B** Materials

Provide granular backfill according to standard spec 209. Provide water branch line capping materials and all materials necessary to complete the work according to the sewer and water specifications.

#### **C** Construction

Remove existing fire hydrants as noted on the plans according to Chapter 4.14.6 of the sewer and water specifications down to and severed at the 6" diameter hydrant branch pipe near the hydrant shoe connection, cap the 6" branch, and place and compact approved backfill material in all excavations for hydrant removal. Mechanically compact crushed granular backfill according to standard spec 209.

Install salvaged hydrants according to the sewer and water specifications.

#### **D** Measurement

The department will measure Remove, Salvage, and Reinstall Hydrant as each hydrant, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.06Remove, Salvage, and Reinstall HydrantEACH

Payment is full compensation for removing existing hydrants, including pavement sawing, excavation, pavement removal, capping the branch line, and providing granular backfill; salvaging the hydrant, including temporary storage; and reinstalling the hydrant, including all materials necessary to complete the work according to the Village of Somers Development Standards, the Village of Somers Standard Materials Specification Checklist, and the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition (sewer and water specifications).

# 55. Remove and Salvage Hydrant, Item SPV.0060.07.

#### **A** Description

This special provision describes providing removing and salvaging fire hydrants I accordance with Chapter 4.14.6 of the sewer and water specifications and as herein provided.

#### **B** Materials

Provide granular backfill according to standard spec 209. Provide water branch line capping materials and all materials necessary to complete the work according to the sewer and water specifications.

#### **C** Construction

Remove existing fire hydrants as noted on the plans according to Chapter 4.14.6 of the sewer and water specifications down to and severed at the 6" diameter hydrant branch pipe near the hydrant shoe connection, cap the 6" branch, and place and compact approved backfill material in all excavations for hydrant removal. Mechanically compact crushed granular backfill according to standard spec 209.

Deliver the salvaged hydrants to the Village of Somers Department of Public Works yard at 7511 12<sup>th</sup> Street, Kenosha, WI. Contact Jerry Smith, Public Works Superintendent, at (262) 859-2822 or <a href="mailto:issmith@somers.org">ismith@somers.org</a> a minimum of 5 working days in advance to schedule delivery of salvaged materials.

# **D** Measurement

The department will measure Remove and Salvage Hydrant as each hydrant, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.07Remove and Salvage HydrantEACH

Payment is full compensation for removing existing hydrants, including pavement sawing, excavation, pavement removal, capping the branch line, and providing granular backfill; and salvaging the hydrant, including delivery to the Village of Somers according to the Village of Somers Development Standards,

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the Village of Somers Standard Materials Specification Checklist, and the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition (sewer and water specifications).

## 56. Remove and Salvage Gate Valve and Valve Box, Item SPV.0060.08.

# **A Description**

This special provision describes removing and salvaging existing gate valves and valve boxes according to chapter 4.14.6 of the sewer and water specifications and as herein provided.

## **B** Materials

Provide granular backfill according to standard spec 209. Provide restraining plug materials and all materials necessary to complete the work according to the sewer and water specifications.

#### **C** Construction

Remove existing gate valve and valve boxes down to and severed at the water main according to chapter 4.14.6 of the sewer and water specifications. Install a restraining plug on the existing 16"x6" tee as shown on the plans or as directed according to the sewer and water specifications. Place and compact approved backfill material in all excavations for removal. Mechanically compact crushed granular backfill according to standard spec 209.

Deliver the salvaged gate valve and valve boxes to the Village of Somers Department of Public Works yard at 7511 12<sup>th</sup> Street, Kenosha, WI. Contact Jerry Smith, Public Works Superintendent, at (262) 859-2822 or <a href="mailto:issmith@somers.org">ismith@somers.org</a> a minimum of 5 working days in advance to schedule delivery of salvaged materials.

#### **D** Measurement

The department will measure Remove and Salvage Gate Valve and Valve Box as each valve and box, 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.0060.08
 Remove and Salvage Gate Valve and Valve Box
 EACH

Payment is full compensation for removing existing gate valve and valve boxes, including excavation, providing and installing restraining plugs, and backfilling; and for and salvaging the gate valve and valve boxes, including delivery to the Village of Somers according to the Village of Somers Development Standards, the Village of Somers Standard Materials Specification Checklist, and the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition (sewer and water specifications).

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

## **A** Description

This special provision describes adjusting water valve boxes according to the sewer and water specifications and as herein provided.

## **B** Materials

Furnish all material, equipment, and labor necessary to adjust existing water valve boxes as shown in the plans according to the sewer and water specifications or as directed by the engineer.

#### **C** Construction

Adjust water valve boxes up or down as required by paving and grading operations by excavating and turn-adjusting or using approved internal adjustment rings or raisers designed for such purpose according to the sewer and water specifications.

Protect the top section of the water valve box. Furnish and install new compatible top sections for any sections accidentally broken by contractor operations. Replacement of contractor damaged sections is incidental to the work.

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Backfill water valve box excavations with slurry backfill conforming to chapter 8.43.8 of the sewer and water specifications.

Adjust each water valve box to final grade and slope as shown on the plans prior to paving operations. Set final finished water valve box rim elevations a nominal 1/4" below finished pavement grade adjacent to the water valve box.

If the engineer determines the valve is inoperable due to displacement, faulty adjusting, or lack of protection, the contractor shall perform all work necessary to correct the condition and make the valve operations at the direction of the engineer, at the contractor's expense and within 5 days notification by the Village of Somers.

## **D** Measurement

The department will measure adjust water valve box as each water valve box location, acceptably completed, regardless of the number and amount of adjustments made to each valve box.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.09Adjust Water Valve BoxEACH

Payment is full compensation for adjusting existing water valve boxes, including all labor tools, equipment and incidentals necessary to complete the work according to the Village of Somers Development Standards, the Village of Somers Standard Materials Specification Checklist, and the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition (sewer and water specifications). All costs for adjustment of newly installed water valve boxes associated with new water main installations is included in the Gate Valve and Box bid item.

# 58. 6-Inch Gate Valve and Box, Item SPV.0060.10.

## **A Description**

This special provision describes providing and installing 6-inch gate valves and boxes according to the sewer and water specifications and as herein provided.

#### **B** Materials

Provide all materials necessary to install gate valve boxes as shown on the plans, or as directed by the engineer and according to the sewer and water specifications.

## **C** Construction

Install gate valves and boxes according to the sewer and water specifications.

#### **D** Measurement

The department will measure 6-inch gate valve and box by each individual location, acceptably completed.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.106-Inch Gate Valve and BoxEACH

Payment is full compensation for furnishing all materials necessary to install gate valve boxes according to the Village of Somers Development Standards, the Village of Somers Standard Materials Specification Checklist, and the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition (sewer and water specifications); and for furnishing and compacting granular backfill material according to standard spec 209.

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# 59. 6-Inch Hydrant Extension, Item SPV.0060.11.

# **A** Description

This special provision describes providing and installing 6-inch hydrant extensions as shown on the plans according to the sewer and water specifications and as herein provided.

#### **B** Materials

Provide all materials necessary to extend existing hydrant locations as shown on the plans, or as directed by the engineer and according to the sewer and water specifications.

## **C** Construction

Complete hydrant extensions according to manufacturer specifications (Clow Medallion or equal) and the sewer and water specifications.

#### **D** Measurement

The department will measure 6-inch hydrant extension as each hydrant extension, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.116-Inch Hydrant ExtensionEACH

Payment is full compensation for furnishing all materials necessary to complete hydrant extensions according to the Village of Somers Development Standards, the Village of Somers Standard Materials Specification Checklist, and the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition (sewer and water specifications); and for furnishing and compacting granular backfill material according to standard spec 209.

# 60. Cut, Abandon, and Fill Culvert Pipe, Item SPV.0060.12.

# **A** Description

This special provision describes abandoning existing culvert pipe by cutting the ends to avoid other construction operations and filling with grout.

## **B** Materials

#### **B.1 Sealing**

Thoroughly clean the ends of the culvert pipe and seal them with brick, concrete block, or any grade of concrete specified under standard spec 501.3.1.3.

## **B.2 Grouting**

Provide grouting material consisting of 3.5 per cent by volume Portland cement Type I or II, 10.5 per cent by volume Flay Ash, 86 percent by volume sand and water to achieve required fluidity. Provide sand meeting the requirements of fine aggregates in standard spec 501.2.5. Provide water meeting the requirements of standard spec 501.2.4.

## **C** Construction

# **C.1 Cutting**

Cut the existing culvert pipe, whether corrugated metal, reinforced concrete, steel casing, or any combination thereof, at both ends as shown on the plans to avoid other construction operations. Do not cut the pipe so short that it will compromise the existing surrounding railroad embankment.

#### C.2 Sealing

Thoroughly clean the ends of the culvert pipes and seal them with brick, concrete block, or any other method approved by the engineer that will sufficiently contain the grouting material.

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## C.2 Grouting

Use a grout plant that is capable of accurately measuring, proportioning, mixing, and discharging by volume and at appropriate discharge pressures.

Completely fill culvert pipe with grouting material in a manner that will leave no voids inside of the culvert pipes. The contractor may place grout in lifts to prevent excessive forces on the wall of the culvert pipes.

#### **D** Measurement

The department will measure Cut, Abandon, and Fill Culvert Pipe by Each individual culvert pipe, acceptably completed.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.12Cut, Abandon, and Fill Culvert PipeEACH

Payment is full compensation for cutting and disposing of the removed pipe; for providing any required brick, concrete block, or concrete to seal the culvert pipe ends; for grouting the entire cavity along the full length of the culvert pipe, including furnishing cement and sand; and for performing all excavations and or pumping needed.

# 61. Pull Boxes Steel Frames and Lids, Item SPV.0060.13.

## **A** Description

This special provision describes furnishing and installing new pull box frames and lids onto existing pull box structures as shown on the plans and according to the pertinent requirements of the standard specifications and as hereinafter provided.

#### **B** Materials

Furnish manhole frames and solid lids conforming to standard spec 611.2.

## **C** Construction

Provide pull boxes with manhole frames and solid lids to match the size of the existing corrugated steel pipe. The contractor may extend pull boxes as the plans show using the same material as the pull box. Saw extensions parallel to the annular ring and clamp to the pull box using a band manufactured for this purpose. Excavate, place coarse aggregate drain material, and backfill as the plans show. Dispose of surplus or unsuitable material as specified under standard spec 205.3.12. Use covers stamped "WISDOT ITS" for communications pull boxes or "ELECTRIC" for other pull boxes.

## **D** Measurement

The department will measure Pull Boxes Steel Frames and Lids as each frame and lid pair, properly furnished and installed in place.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.13Pull Boxes Steel Frames and LidsEACH

Payment is full compensation for properly furnishing and installing each frame and lid pair in place; for any excavation and backfill required to accommodate installation; and for site restoration.

The department will pay separately for removal of the existing pull box frame and lid.

# 62. Utility Line Opening, Item SPV.0060.14.

#### **A Description**

This special provision describes excavating to uncover utilities for the purpose of determining elevation or location and potential conflicts as shown on the plans or as directed by the engineer.

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## B (Vacant)

## **C** Construction

Perform the excavation in such a manner that the utility in question is not damaged and the safety of the workers is not compromised.

Perform the utility line openings as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption.

Give the engineer a minimum of three working days once utility line opening information is received to review all relevant design information prior to proposed utility construction. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Approve and coordinate all utility line openings with the engineer. Notify the utility engineers or their agents of this work a minimum of five working days prior to the work so they may be present when the work is completed.

Replace pavement over utility line opening trenches that are within the staged traffic area as directed by the engineer. Replace pavement and open to traffic within 24 hours of the excavation as directed by the engineer.

## **D** Measurement

The department will measure Utility Line Opening as each individual utility line opening location acceptably completed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.14Utility Line OpeningEACH

Payment is full compensation for the excavation required to expose the utility line; backfilling with existing material removed from the excavation; compacting the backfill; restoring the site; and for cleanup.

Existing pavement, concrete curb, gutter, and sidewalk removals necessary to facilitate utility line openings are not considered part of or paid for under Utility Line Openings but are considered separate and measured and paid for separately as removal items. Pavement replacement material, concrete curb, gutter, and sidewalk items will also be considered separate from Utility Line Openings and will be measured and paid for separately.

# 63. Temporary Marking Railroad Crossing Removable Tape, Item SPV.0060.15.

# **A** Description

This special provision describes providing temporary marking railroad crossing removable tape as shown on the plans.

# **B** Materials

Furnish pavement marking materials conforming to standard spec 646.2.

## **C** Construction

Construct temporary marking railroad crossing removable tape according to standard specs 646.3.3 and 649.3.

#### **D** Measurement

The department will measure temporary marking railroad crossing removable tape by each location, acceptably completed.

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## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.15Temporary Marking Railroad Crossing Removable TapeEACH

Payment is full compensation for providing, installing, maintaining, and removing the marking as shown on the plans and as directed by the engineer.

# 64. Connect Drain Tile, Item SPV.0060.16.

## **A** Description

This special provision describes connecting existing drain tiles to proposed structures or proposed storm sewer pipes.

# B (Vacant)

## **C** Construction

Identify drain tile invert elevations through Drain Tile Exploration. Connect the exposed drain tile with the appropriate coupling, concrete collar, or by means approved by the engineer to reestablish the connection. Use concrete masonry for concrete collar conforming to standard spec 520.2.4. Ensure that the connection does not negatively impact the current flow capacity of the drain tile.

#### **D** Measurement

The department will measure Connect Drain Tile as each new drain tile connection to a structure or pipe acceptably completed. Measurement will include connections for new underdrain structures placed in previous stages of the project, in addition to pipe or structures constructed under previous projects.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.16Connect Drain TileEACH

Payment is full compensation for performing all work; removing seals, end walls and concrete collars, providing all materials, couplings, and concrete collars. Any additional pipe or materials required to connect the drain tile shall be considered incidental to this bid item. The new pipe that restored drainage will be paid separately under their respective bid items.

# 65. Silt Fence Heavy Duty, Item SPV.0090.01.

## **A Description**

This special provision describes furnishing, installing, and removing heavy duty silt fence as shown on the plans or as directed by the engineer before construction activities begin.

# **B** Materials

Furnish heavy duty silt fence consisting of a composite woven wire fabric, posts, geotextile fabric, and fasteners to be assembled by the contractor. Woven wire fabric shall be a standard field fence type, a minimum of 3 feet high with a maximum mesh spacing of 6-inches and minimum 14½-gage wire.

Provide metal posts with a minimum length of 6-feet, 3-inches. Posts shall be "studded tee" or "U" type with a minimum weight of 1.3 lb/ft.

Provide geotextile fabric, non-woven with properties as specified in standard spec 628.2.6.1.

# **C** Construction

Install heavy duty silt fence as shown on the plans. Space ties and anchors adequately to resist current flow. Remove silt fence only after construction activities have been completed. Remove trapped silt prior to removing the fence as directed by the engineer. Use heavy duty silt fence in wetland areas up to 6-inches of standing water.

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#### **D** Measurement

The department will measure Heavy Duty Silt Fence by the linear foot, acceptably completed.

### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.01 Heavy Duty Silt Fence LF

Payment is full compensation for furnishing, installing, maintaining, and removing the heavy duty silt fence.

# 66. Culvert Pipe Temporary 108-Inch, Item SPV.0090.02.

# **A** Description

This special provision describes providing and removing temporary culvert pipe.

#### **B** Materials

Furnish 108-inch temporary culvert pipe according to standard spec 520.

#### **C** Construction

Construct Culvert Pipe Temporary 108-Inch according to standard spec 520.3.

#### **D** Measurement

The department will measure Culvert Pipe Temporary 108-Inch by the linear foot, acceptably completed.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.02 Culvert Pipe Temporary 108-Inch LF

Payment is full compensation for providing pipe; for excavating and backfilling (trench backfill and foundation backfill) around the temporary pipe; for constructing the foundation; for associated dewatering and maintaining drainage; for removing and disposing of the pipe; for excavating, backfilling, and compacting the trench after pipe removal; and all incidental items necessary to complete the work. Base aggregate dense and asphaltic pavement for restoring the roadway to accommodate traffic will be paid for separately as extra work under other items in the contract.

# 67. Remove, Salvage, and Reinstall Guardrail, Item SPV.0090.03.

# **A** Description

This special provision describes removing and reinstalling the existing guardrail for construction of the temporary culvert pipe 108-inch just west of box culvert C-30-007.

#### **B** Materials

Furnish replacement materials necessary to reinstall the guardrail according to standard spec 614.

#### **C** Construction

Remove existing guardrail, including posts and all hardware, according to standard spec 204 and in a manner that salvages and preserves the integrity of the guardrail to be reinstalled as part of the project. Install the removed and salvaged guardrail, including posts and all hardware, according to standard spec 614. Remove and reinstall the shortest length of existing guardrail necessary to construct and remove the Culvert Pipe Temporary 108-Inch as shown on the plans.

# **D** Measurement

The department will measure Remove, Salvage, and Reinstall Guardrail by the liner foot, acceptably completed.

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#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.03Remove, Salvage, and Reinstall GuardrailLF

Payment is full compensation for removing and salvaging existing guardrail, posts, and hardware; for providing replacement parts and materials necessary to reinstall guardrail; and for reinstalling the guardrail, posts, and hardware. The department will pay separately for individual occurrences of removing, salvaging, and reinstalling the same section of guardrail as required by the temporary culvert pipe construction and removal.

# 68. Fence Split Rail Three Rail, Item SPV.0090.04.

# **A Description**

Furnish and install at 42-inch tall cedar wood split rail fencing, with three rails, at locations shown on the plans or as designated by the engineer.

#### **B** Materials

All fencing shall be constructed of cedar posts and cedar split rails. The fencing materials shall be as commonly obtained from most landscape contractors.

#### **C** Construction

The height of the top rail shall be at least 42" above the finished ground.

All posts shall be spaced at 10-foot intervals and set in and backfilled with earth and be a set minimum of 30 inches below finished grade. Spacing between rails and between the ground and lowest rail shall be 12 inches.

#### **D** Measurement

Fence Split Rail Wood Three-Rail will be measured by the linear foot in place, measured center to center of end posts, along the fence line at the ground line, with deductions for openings.

# E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.04
 Fence Split Rail Three Rail
 LF

Payment is full compensation for furnishing all materials; for erecting fence including all hauling, excavation, placing of posts, and backfilling; for removal of excavated materials; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

# 69. 16-Inch Diameter Water Main, Item SPV.0090.05; 6-Inch Diameter Water Main, Item SPV.0090.06.

#### **A** Description

This special provision describes providing and installing 16-inch diameter and 6-inch diameter water main according to the sewer and water specifications and as herein provided.

#### **B** Materials

Furnish all materials necessary to install water main according to the Village of Somers Development Standards, the Village of Somers Standard Materials Specification Checklist, and the sewer and water specifications. Furnish tracer wire according to Village of Somers Development Standards and the Village of Somers Standard Material Specification Checklist.

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#### **C** Construction

Construct water main according to the sewer and water specifications. Install tracer wire and tracer wire access boxes on all PVC water mains according to Village of Somers Development Standards and the Village of Somers Standard Material Specification Checklist.

#### **D** Measurement

The department will measure water main by the linear foot, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	16-Inch Diameter Water Main	LF
SPV.0090.06	6-Inch Diameter Water Main	LF

Payment is full compensation for providing and installing water main, including excavation and disposal of excavated material; all sheeting, shoring, and bracing; all diking, bailing, draining, well pointing and dewatering; the protection of existing utilities and structures; the furnishing and placing of all cushion and bedding material; the connection of existing water main systems; the furnishing and placing of all pipe, fittings, joint and joint restraint materials and coating materials; all testing and connections to existing mains; all temporary caps; fill pipes and test fittings; all backfilling including the furnishing, placing and compaction of approved backfill material in all excavations made for water main construction; all costs of sterilization and testing; pressure testing; any permit fees required; and all of the work and materials required for complete water main installation according to the Village of Somers Development Standards, the Village of Somers Standard Materials Specification Checklist, and the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition (sewer and water specifications). Payment also includes the removal and disposal of all existing water main, fittings and/or valves necessary and not salvaged at new to old connection areas as shown on the plans or as directed by the engineer.

# 70. Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch, Item SPV.0090.07.

# **A Description**

This special provision describes providing reinforced concrete culvert pipe.

#### **B** Materials

Furnish reinforced concrete horizontal elliptical class HE-IV in conformance with standard spec 522.

# **C** Construction

Furnish a structural design stamped by a professional engineer licensed in the state of Wisconsin to the engineer for approval prior to ordering RCCP HE Class HE-IV 43x68-Inch. Construct according to standard spec 608.

#### **D** Measurement

The department will measure culvert pipe by the linear foot, acceptably completed.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.07 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch LF

Payment is full compensation for completing and submitting an approved structural design, for providing pipe, for excavating, constructing the foundation, and backfilling; and for associated dewatering and maintaining drainage.

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# 71. Boring and Jacking Smooth Steel Culvert Pipe, Item SPV.0090.08.

# **A** Description

This special provision describes providing boring and jacking smooth steel culvert pipe (36-inch) as shown on the plans and as herein provided. Jake and bore the pipe under the Canadian Pacific Railroad (CPR) as shown on the plans and as directed by the engineer.

#### **B** Materials

Furnish smooth steel culvert pipe 36-inch conforming to ASTM A-53-B with minimum yield strength of 35,000 psi, minimum thickness of 0.469-inches, and according to CPR standards. Provide pipe with a bituminous outside coating and a minimum wall thickness for E-80 loading as approved with the CPR permit.

#### **C** Construction

Submit the appropriate pipeline application to the Canadian Pacific Railway prior to construction for installing the pipe under the existing railroad tracks. Contact Otis Goodman (CPR) at Otis goodman@cpr.ca or (630) 860-4117 for more information regarding pipeline crossing permits.

Provide plans and calculations for boring and jacking culvert pipe and storm sewer to the engineer for approval prior to construction of the culvert pipe. Do not work on the culvert pipe until the engineer has approved the plans and calculations.

Bore and jack the pipe in place without disturbing the CPR above the pipe or rail operations on the CPR. Conform to CPR flagging and shoring requirements.

Begin pipe boring and jacking operations within two days after excavating the bore and/or receiving pits.

All construction methods including ordering pipe, excavating the bore and receiving pits, setting the horizontal boring machine, boring and jacking of pipe, and removal of the boring machine shall be done according to the manufacturer's specifications.

The contractor assumes all risk as to the nature and peculiarities of materials to be excavated and is, at the contractor's own expense, responsible for all pumping, sheathing, bracing, and other work necessary and required to construct, protect, and complete the work.

Take care to ensure that the developed thrust pressures do not disturb existing utilities in or around the bore pit area.

Dispose of all excess soil material according to the standard specifications.

Backfill the pits within two days after pipe jacking has been completed in conformance with the requirements of standard spec 608.3.5.

Restore areas outside of the roadbed disturbed by boring and jacking to their original condition after jacking in completed by grading, shaping, seeding, and mulching.

#### **D** Measurement

The department will measure Boring and Jacking Smooth Steel Culvert Pipe 36-Inch by the linear foot, acceptably completed.

# E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.08
 Boring and Jacking Smooth Steel Culvert Pipe
 LF

Payment is full compensation for providing smooth steel pipe, for boring and jacking the smooth steel pipe, for providing boring and jacking equipment, excavation, sheeting, shoring, bracing, drainage, dewatering, concrete, grouting, safety devices, backfilling, disposing of excess materials; and for obtaining the necessary permits from the CPR.

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# 72. Pipe Jacking SSPRC Class V 36-Inch, Item SPV.0090.09.

# **A** Description

This special provision describes jacking storm sewer pipe reinforced concrete class I 36-inch as shown on the plans and as herein provided. Complete the work according to the requirement of standard specification 608, according to Union Pacific Railroad (UPRR) standards, and as directed by the engineer.

#### **B** Materials

Furnish culvert pipe reinforced concrete class V conforming to the requirements of standard spec 608 and UPRR standards. Pipe shall be a smooth bore design and ne able to withstand the anticipated direct jacking pressures without failure. The reinforced concrete pipe shall be "jacking pipe" having a continuous uniform outside diameter and having a step joint with bonded collar sealing ring. Provide the reinforced concrete class V jacking pipe from a department pre-approved manufacturer and maximum permissible jacking pressures. All plans, shop drawings, and calculations shall be signed, sealed, and dated by a professional engineer licensed in the State of Wisconsin.

#### **C** Construction

Submit the appropriate pipeline application to the Union Pacific Railroady prior to construction for installing the pipe under the existing railroad tracks. Contact Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail <a href="mailto:ctkeckei@up.com">ctkeckei@up.com</a> or Richard Ellison, Project Coordinator, 207 Powell Avenue, Labadie, MO 63055; Telephone (847) 323-7197; E-mail <a href="mailto:richardellison@up.com">richardellison@up.com</a> for more information regarding pipeline crossing permits.

Provide plans and calculations for boring and jacking culvert pipe and storm sewer to the engineer for approval prior to construction of the culvert pipe. Do not work on the culvert pipe until the engineer has approved the plans and calculations.

Jack the pipe in place without disturbing the UPRR above the pipe or rail operations on the UPRR tracks. Conform to UPRR flagging and shoring requirements.

Begin pipe boring and jacking operations within two days after excavating the bore and/or receiving pits.

All construction methods including ordering pipe, excavating the bore and receiving pits, setting the horizontal jacking machine, jacking of pipe, and removal of the jacking machine shall be done according to the manufacturer's specifications.

The contractor assumes all risk as to the nature and peculiarities of materials to be excavated and is, at the contractor's own expense, responsible for all pumping, sheathing, bracing, and other work necessary and required to construct, protect, and complete the work.

Take care to ensure that the developed thrust pressures do not disturb existing utilities in or around the bore pit area.

Dispose of all excess soil material according to the standard specifications.

Backfill the pits within two days after pipe jacking has been completed, within the requirements of standard specification 608.3.5.

#### **D** Measurement

The department will measure pipe jacking SSPRC class V 36-inch by the linear foot, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.09Pipe Jacking SSPRC Class V 36-InchLF

Payment is full compensation for furnishing the storm sewer pipe reinforced concrete class V (36-inch), jacking the culvert pie, jacking equipment, excavation, sheeting, shoring, bracing, drainage, dewatering, concrete, grouting, safety devices backfilling, disposing of excess materials; and for obtaining the necessary permits from the UPRR. Excavation and hauling of contaminated soils will be paid for separately under other items of work.

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# 73. Traffic Signal Cabinet & Controller CTH S & CTH H, Item SPV.0105.01; Traffic Signal Cabinet & Controller CTH S & Brumback Boulevard, Item SPV.0105.02.

# **A** Description

This specification describes furnishing and installing an equipped NEMA TS2 Type 1 traffic signal control cabinet. Cabinet components, including, but not limited to the traffic signal controller, malfunction management unit (MMU), bus interface units (BIU), flash transfer relays, railroad preemption interface panel, battery backup system, and police access panel will be furnished as part of this bid item.

The traffic signal cabinet shall be manufactured by Siemens Energy & Automation, Inc and include an Eagle/EPAC M60 Series Traffic Signal Controller.

#### **B** Materials

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, *Traffic Controller Assemblies with NTCIP Requirements*, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. Conform all work to the Wisconsin State Electrical Code (WSEC).

Provide cabinets designed for TS2 Type 1 operation. Pre-wire cabinets for a minimum of sixteen phases as specified herein.

Provide factory painted finish on enclosure, meter pedestal, and exterior mounted disconnect switch and any exposed conduits to match color of street lighting poles/luminaires.

Furnish and install traffic signal equipment within the traffic signal cabinet including, but not limited to:

- One Eagle/EPAC M60 Series Traffic Signal Controller with functional ethernet port and capability to accommodate future fiber optic interconnect communications
- One shelf-mountable, 16-channel, solid-state Malfunction Management Unit (MMU) with ethernet capability. The MMU shall meet the requirements of Section 4 of the NEMA TS2 Standard
- BUS Interface Units (BIU) confirming to section 8, Bus Interface Unit, of the NEMA TS2 Standard.
- Two-circuit, 20-amp, flash transfer relays conforming to section 6.4, Flash Transfer Relays, of the NEMA TS2 Standard.
- Battery Backup System (BBS) including Uninterruptible Power Supply (UPS) as described in Section 5 of this specification
- Auxiliary surge suppressor units
- Police hand cord, including a 5 foot long, stranded two-wire, coiled cord and a hand held push button unit
- Emergency vehicle preemption (EVP) discriminator (paid as a separate item)
- Emergency vehicle preemption (EVP) card rack (paid as a separate item)

Furnish and install at no extra cost any equipment and materials not specifically described but required in order to perform the intended functions in the cabinet.

# **C** Construction

#### 1. Cabinet

# 1.1 Design

Furnish a door-in-door ground mounted (without anchor bolts) gray aluminum cabinet of clean-cut design and appearance. The size of the cabinet shall provide ample space for housing the controller, all of the associated devices which are to be furnished with the controller, all other auxiliary devices herein specified, and all equipment to be furnished and installed by others as listed in the Description section of this specification.

The cabinet shall comply with the environmental and operating standards outlined in the NEMA TS2 Standard. The cabinet shall provide reasonable vandalism protection. The cabinet shall have a NEMA 3R rating.

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Construct the cabinet from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. Furnish the cabinet with a natural, uncoated, aluminum interior and exterior finish. Continuously weld all seams. The surface shall be smooth, free of marks and scratches. Use stainless steel for all external hardware.

On the top of the cabinet, incorporate a 1-inch slope toward the rear to prevent rain accumulation. Incorporate a rain channel into the design of the main door opening to prevent liquids from entering the enclosure.

Include an exhaust plenum with a vent screen into the roof of the cabinet. Perforations in the vent screen shall not exceed 0.125 inches in diameter.

Equip the lower section of the cabinet door with a louvered air entrance. The air inlet shall be large enough to allow sufficient air flow per the rated fan capacity. Louvers must satisfy the NEMA rod entry test for Type 3R ventilated enclosures. Secure a washable, fiberglass, removable air filter to the air entrance. The filter shall fit snugly against the cabinet door wall. Attach an aluminum, easily removable, gasketed cover over the air filter and louver.

#### 1.2 Doors

The cabinet door opening shall be a minimum of 80 percent of the front surface of the cabinet. The main door and police door-in-door shall each close against a weatherproof and dust-proof, closed-cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.188 inches thick by 1.00 inch wide. The gasket material for the police door shall be a minimum of 0.188 inches thick by 0.500 inches wide. Permanently bond the gaskets to the cabinet.

Equip the main door with a three-point latching mechanism. The upper and lower locking points of the latching mechanism shall each have a pair of nylon rollers. The handle on the main door shall utilize a shank of stainless steel 3/4 inches minimum diameter. The handle shall include a hasp for the attachment of an optional padlock. The cabinet door handle may turn either clockwise or counterclockwise to open and shall not extend outwards past the edge of the door at any time. Position the lock assembly so the key will not cause any interference with the handle, or a person's hand on the handle, when opening the cabinet door.

Include on the main door a solid stainless steel rod stop and catch mechanism capable of rigidly holding the door open at approximately 90, 120, and 180 degrees under windy conditions. The operator must be able to engage and disengage the catch with a shoed or booted foot.

The main door hinge shall be a one-piece, continuous piano hinge with a minimum 0.25-inch stainless steel pin running the entire length of the right side of the door (right-handed). Attach the hinge in such a manner that no rivets or bolts are exposed.

Equip the main door with a brass Corbin tumbler lock No. 2, swing away dust cap, and provide two keys No. 2. Equip the police door-in-door with a standard police lock and provide one key.

#### 1.3 Shelves and Mountings

Mount a minimum of three vertical "C" channels, compatible with Unistrut channel nuts, on each interior side wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. Install three vertical "C" channels or three slotted rails on the interior back wall of the cabinet. All mounting channels and rails shall extend to within 7 inches of the top and bottom of the cabinets and shall be of sufficient strength to rigidly hold specified shelves and equipment.

Provide two full-width, 11-inch deep, fully adjustable, stainless steel shelves to support the controller and other equipment. Mount the lower shelf at a height above the bottom of the cabinet such that the shelf and attached drawer does not interfere with the ability to tilt the terminal facility forward on its hinges for maintenance purposes. Mount the top shelf at least 13 inches above the surface of the lower shelf.

Locate the controller and MMU on the top shelf. Locate the loop detector racks and other auxiliary equipment on the lower shelf. The power supply may be mounted on either shelf.

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Provide an under-shelf drawer under the lower shelf. The drawer shall be approximately 20 inches wide and the full depth of the shelf. The drawer shall operate easily and smoothly and shall have a stop to prevent inadvertently pulling the drawer out of its support. Design the stop to allow purposeful complete removal of the drawer without the use of tools.

# 1.4 Auxiliary Cabinet Equipment

Ventilate the cabinet by means of a 120 VAC, 60HZ, tube axial compact type fan located in the top of the cabinet plenum. The fan's free delivery airflow shall be equal to or greater than 100 cubic feet per minute. The magnetic field of the fan motor shall not affect the performance of control equipment. The fan bearings shall operate freely. The fan unit shall not crack, creep, warp, or have bearing failure within a seven year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant. The thermostat's turn on setting shall be adjustable from 90 to 120 degrees F. The fan shall run until the cabinet temperature decreases below the turn-on temperature setting by approximately 30 degrees F. The fan shall be fused.

Mount an incandescent lamp and socket in the cabinet to sufficiently illuminate the field terminals. Wire the lamp to a 15-amp ON/OFF toggle switch mounted as specified in the Cabinet Switches section of this specification.

Provide a 250 watt element heater. Install the heater on the face of the aluminum, louvered air filter cover such that feed air is supplied through the cover. Provide a protective, ventilated cover over the heater. Provide a cord and twist-off plug to an electrical receptacle on the cabinet door. Provide a thermostat with an adjustable setting from 0 to 100 degrees F. Install the thermostat on the interior ceiling of the cabinet well away from the cabinet light or any heat source. Provide a thermal limit switch to prevent the heater's protective cover shall be from exceeding 170 degrees F.

Furnish a police hand cord. Include a 5 foot long, stranded two-wire, coiled cord and a hand held push button unit for advancing the signal phasing.

#### 2. Terminals and Facilities

# 2.1 Terminal Facility

The terminal facility panel constructed from 5052-H32 brushed aluminum of 0.125 inches minimum thickness and formed so as to eliminate any flexing when plug-in components are installed.

Mount the bottom of the terminal facility a minimum of 9 inches from the bottom of the cabinet. Hinge the terminal facility at the bottom to allow easy access with simple tools to all wiring on the rear of the panel. It shall not be necessary to remove the lower shelf, the shelf drawer, or any shelf-mounted equipment to hinge down the terminal facility. Provide sufficient slack in the load bay wiring to allow for dropping the load bay.

Fully wire the terminal facility with 16 load switch sockets: 8 phases of vehicular, 4 phases of pedestrian, and 4 phases of overlap operation; 8 flash transfer relay sockets; 1 flasher socket; and 2 terminal facility BIU rack slots. The use of printed circuit boards is not acceptable on the terminal facility, except printed circuit boards are acceptable for the BIU interface with the load bay. Position the 16 load switch sockets in 2 horizontal rows of 8 sockets each. Support the load switches and flasher by a bracket or shelf extending at least 3 inches from the terminal facility.

Label all terminals, load switches, and flash transfer relay sockets. Label reference designators by silk-screening on the front and rear of the terminal facility to match drawing designations.

Provide rack mounted BIU's. Provide a dual-row, 64-pin female DIN 41612 Type B connector for each BIU rack position. Provide card guides for both edges of the BIU. Terminal and facilities BIU mounting shall be an integral part of the terminal facility.

Provide two each 16-channel, 8-position, TS2 detector racks, each with an integrally mounted BIU mounting. Racks shall be addressable. Power each detector rack by the cabinet power supply. Fasten the loop detector racks towards the left side of the lower shelf.

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For BIU rack connectors, provide pre-wired address pins or jumper plugs corresponding to the requirements of the NEMA TS2 Standard. The address pins or jumper plugs shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.

For the terminal facility, contain all field wires within one or two rows of horizontally-mounted Marathon heavy duty terminal blocks. Terminate all field output circuits on an unfused terminal block with a minimum rating of 10 amps. Use mechanical connector lugs rated for copper wire. Angle the lower section of the terminal block out from the back of the cabinet at approximately a 45-degree angle.

Identify all field input/output (I/O) terminals by permanent alphanumeric labels. All labels shall use standard nomenclature per the NEMA TS2 Standard.

All field flash sequence programming at the field terminals shall be able to be accomplished with the use of only a screwdriver.

Wire field terminal blocks to use three positions per vehicle or overlap phase (green, yellow, red).

Wire one RC network in parallel with each flash transfer relay coil.

Permanently label all logic-level, NEMA-controller and MMU input and output terminations on the terminal facility. Identity the function of each terminal position on the cabinet drawings.

Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32-inch screw as minimum. Functions to be terminated shall be as specified in the listing of Input/ Output Terminals in Section 5 of the NEMA TS2 Standard.

Conform all terminal facility and cabinet wiring to the WSEC. The green/ walk, yellow, and red/ don't walk load switch outputs shall be minimum 16 gauge wire. The MMU (other than AC power), controller I/O, and logic ground shall be minimum 22 gauge wire. All wire colors shall be consistent in all cabinets furnished in one order.

#### 3. Auxiliary Panels

# 3.1 Vehicle Detection Interface Panel

Provide a 32-position interface panel or two 16-position panels. Each interface panel shall allow for the connection of 32 or 16 independent field loops, respectively. The panels shall have barrier strip type terminals using 8-32 screws and be rated for 20 inch pounds of torque. Provide a ground bus terminal between each loop pair terminal to provide a termination for the loop lead-in cable ground wire. Secure the interface panels to a mounting plate attached to the left interior side wall of the cabinet.

Provide a cable consisting of 20 AWG twisted pair wires to enable connection to and from the interface panel to a detector rack. The twisted pair wires shall be color-coded wires. Provide a cable of sufficient length to allow the detector rack to be placed on either shelf.

Identify all termination points by a unique number silk screened on the panel.

# 3.2 Intersection Lighting and Receptacle Control

Provide necessary equipment and wiring to provide individual control of intersection lighting and receptacles. The lights and receptacles shall be controlled via separate timeclocks and contactors. The mounting panel for electrical equipment shall consist of an aluminum panel 0.125 inches thick of appropriate size. Coordinate panel size with the cabinet's mounting rail placement.

Provide two separate time clocks, including one for the intersection lighting and one for the intersection pole receptacles. The time clocks shall be Intermatic ET8215C. Time clocks to be programmed as directed by the county.

Provide electrically held definite purpose 2 pole-30 amp contactors-120vac coil (Square D #8910DPA32V02 or equal). Contactors controlled by respective time clock.

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Provide two heavy duty six position terminal blocks (Marathon 1606DJ or equal) for control and power wiring for each contactor. Wire the terminal blocks as follows:

- 1. Control coil circuit
- 2. Control coil neutral
- 3. Power Circuit IN (to contactor)
- 4. Power Neutral IN/OUT
- 5. Power Circuit OUT (from contactor)
- 6. Ground IN/OUT

Protect each output by a MOV (equal to Littlefuse #V150LA20A) wired between the output and neutral.

Provide two Hand-Off-Auto (H-O-A) switches in a NEMA 1 enclosure for override control of lighting and receptacle contactors. Wire each H-O-A switch through respective control circuit for each time clock and associated contactor.

Provide a 15A/1P circuit breaker for control power to time clocks/contactors and (2)20A/1P circuit breakers for lighting and receptacles (route each circuit through respective contactor/terminal blocks).

Provide a button type photocell (Intermatic #K4021C or equal) for use upon failure of either time clock – photocontrol to be left unconnected. Mount the photo control on the north side of the cabinet near the top.

Use wire sizes 10AWG for power and load wiring, and 14AWG for control wiring.

Label terminal strip connections with printed typed labels on mounting backboard. Provide engraved plaques for "INTERSECTION LIGHTING" and "INTERSECTION RECEPTACLES" on respective time clock and H-O-A switch and adjacent to respective contactor.

# 3.3 Conductors and Cabling

All conductors in the cabinet shall be copper 22 AWG or larger. All 14 AWG and smaller wire shall conform to MIL-W-16878/1, Type B, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010 inches thick PVC insulation without clear nylon jacket and rated to 105 degrees Celsius. All 12 AWG and larger wire shall be UL listed THHN/THWN 90 degrees Celsius, 600V, 0.020 inches thick PVC insulation, and clear nylon jacketed.

Provide controller and MMU cables of sufficient length to allow the units to be placed on either cabinet shelf in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. Exposed tie-wraps and interwoven cables are unacceptable.

Provide the cabinet configuration with enough SDLC RS-485 Port 1 communication cables to allow full capabilities of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS-485 communications. Secure all connecting cables and wire runs by mechanical clamps. Stick-on type clamps are not acceptable.

Pre-wire the terminal facility for a Type 16 MMU.

All wiring shall be neat in appearance. Stow excess cable behind the terminal facility or below the shelves in order to allow easy access to the terminal facility and cabinet components. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

Wire the grounding system in the cabinet into three separate circuits: AC Neutral, Earth Ground, and Logic Ground.

Optoisolate all pedestrian pushbutton inputs from the field to the controller through the BIU and operate at 12 VAC.

Hook or loop all wire, size 16 AWG or smaller, at solder joints around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.

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#### 3.4 Cabinet Switches

Locate the following switches on a maintenance panel on the inside of the cabinet door:

- a. Controller On/Off
- b. Cabinet Light
- c. Stop Time (Three Position)
- d. Manual Detector Switches (Three Position)

Position Switch Label Function

Upper Stop Time Place stop time on the controller

Center Run Remove the stop time input to the controller

Lower Normal Connects the MMU to the controller stop time input

Provide manual detector switches. Provide a minimum of 16 vehicle detector switches, and four pedestrian detector switches. The switches shall be spring loaded and automatically return to the center position. Wire the vehicle detector switches to detector BIU slot 1. Wire the pedestrian switches to the T&F BIU slot 1. The switches shall operate as follows:

Position Function

Up Detector Disabled
Center Detector Enabled
Down Detector Called

# 4. Power Panel

# 4.1 Design

The power panel shall consist of a separate module, securely fastened to the interior right side wall of the cabinet. Wire the power panel to provide the necessary power to the cabinet, controller, MMU, cabinet power supply, and all auxiliary equipment. Manufacture the power panel from 0.090-inch, 5052-H32 aluminum. Panel layout shall facilitate field inspection and maintenance accessibility without excessive disassembly or special tools.

Provide a light, tough, transparent, weather-resistant, non-yellowing, thermoplastic cover, rigidly mounted over the full power panel, with access holes for circuit breakers and other equipment, and open on the sides for ventilation.

#### 4.2 Bus Bar

Provide a minimum 20-position neutral bus bar capable of connecting three #12 AWG wires per position.

#### 4.3 Circuit Breakers

House in the power panel the following vertically mounted, single pole, 120 volts AC, 60 Hertz, circuit breakers, with the ON position being up:

- One 30-amp signal breaker. This breaker shall supply power for all cabinet functions not
  powered through one of the other breakers or fuses listed below. Streetlights will be powered
  from outside the cabinet in the meter breaker pedestal. This breaker shall feed a signal bus
  supplied through a solid state bus relay and a radio interference line filter. The bus relay, in
  all cases, shall be a solid state contactor and shall not be jack mounted. Breakers shall be
  thermal magnetic type, UL listed, with a minimum of 22,000 amp interrupting capacity.
- One 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater.
- One 10-amp breaker. This breaker shall supply power for control equipment: controller, MMU, and cabinet power supply.
- One 20-amp circuit breaker for future use.

Power the cabinet light through the GFI fuse, not a circuit breaker.

#### 4.4 Radio Interference Suppressor

Equip each control cabinet with a single radio interference suppressor (RIS) of sufficient ampere rating to handle the load requirements. Install the RIS at the input power point. The RIS shall minimize interference in both the broadcast and the aircraft frequencies and shall provide a maximum attenuation of 50 DB over a frequency range from 200 KHZ to 75 MHZ, when used in connection with normal installations. The RIS shall

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be hermetically sealed in a substantial metal case filled with a suitable insulating compound. The terminals shall be nickel-plated brass studs of sufficient external length to provide space to connect two #8 AWG wires and shall be so mounted that they cannot be turned in the case. Ungrounded terminals shall be properly insulated from each other and shall maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. The terminals shall have an insulation factor of 100-200 megohms dependent upon external conditions. The RIS shall be rated at minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL and Radio Manufacturer's Association.

#### 4.5 Bus Relay

Provide a normally-open, 60 amp, solid state relay.

# 4.6 Surge Protector

Install a plug-in type EDCO SHA-1250, or Atlantic/Pacific approved equal, surge protector across the load terminal of the 10-amp circuit breaker. Install a General Electric Varistor, catalog #V130PA20A, at the load terminals of the circuit breaker from the hot line to the grounded current carrying neutral conductor. Provide one additional uninstalled surge protector for every 20 cabinets delivered.

#### 4.7 Power receptacles

Mount a 120 VAC 20 amp, NEMA 5-20R GFCI convenience duplex outlet at each of these two locations:

- On the interior right side wall above the power panel. The outlet shall be fully operational, and fuse protected.
- Near the power panel where it will not interfere with power panel maintenance. This outlet is
  to be wired by field installation personnel.

# 4.8 Suppressors and RC Network

Provide a suppressor for each 120 VAC circuit that serves an inductive device, such as a fan motor or a mechanical relay, to protect the controller's solid state devices from excessive voltage surges. Such suppressors shall be in addition to the surge protector at the input power point. Wire one RC network in parallel with each inductive device.

# 5. Auxiliary Devices

#### 5.1 Load Switches

Provide solid state load switches conforming to the requirements of Section 6.2 of the NEMA TS2 Standard.

Supply all 16 load switches with each cabinet.

#### 5.2 Flashers

Provide a solid state flasher conforming to the requirements of section 6.3 of the NEMA TS2 Standard.

# 5.3 Cabinet Power Supply

Supply one cabinet power supply with each cabinet, meeting the requirements of Section 5.3.5 of the NEMA TS2 Standard. Provide LED indicators for the 12 VDC, 12 VAC, and 24 VDC outputs. Provide jack plugs on the front panel for access to the +24 VDC for test purposes.

#### 5.4 Battery Backup System (BBS)

Furnish a BBS that will provide uninterruptible reliable emergency power to a traffic signal system in the event of a power failure or interruption. The BBS shall be capable of providing power for full run-time operation and for flashing mode operation of all traffic signals at an intersection. The BBS system shall have a shelf mounted configuration and shall include:

- Inverter/charger
- Automatic power transfer switch
- · Automatic bypass switch
- Manually operated non-electronic bypass switch
- Manually operated non-electronic generator transfer switch
- · All auxiliary equipment, hardware, and wiring to provide a complete operating BBS system
- Cabinet and cabinet equipment
- Batteries and battery equipment

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The system shall be designed for outdoor applications, shall meet the environmental requirements of NEMA Standards Publication TS2 – 2003v02.06 – Traffic Controller Assemblies with NTCIP Requirements, except as modified herein, and shall be capable of receiving power from a generator.

Configure the BBS to provide a minimum of two hours of full run-time operation for an intersection using LED traffic signals, LED pedestrian signals, and LED blank out message signs with a total operating load of 1500 watts minimum.

# 5.4.1 Uninterruptible Power Supply

#### **5.4.1.1 Features**

The UPS shall be an inverter/charger complying with UL 1778.

When utilizing battery power, the BBS output voltage shall be between 110 VAC and 125 VAC, pure sine wave output with THD < 3% at 60 Hz +/- 3 Hz.

Provide buck and boost capability to provide constant output voltage without battery input.

The range of operating temperatures for the inverter/charger shall be -34° C to +74° C.

The UPS shall be fully programmable and controllable, both locally using the UPS touch pad and remotely using a standard personal computer USB interface with Windows XP operating system, including all UPS features listed in this specification; all settings, controls, logs, tests, and counters; and all other electronic features.

Provide a backlit LCD display to indicate current battery charge status, input/output voltages, power output, battery temperature, faults, alarms, date, time, and settings of the various relays.

UPS shall be fully SNMP Ethernet ready, including a RJ-45 (also known as an 8P8C) Ethernet connector port, for future activation. A SNMP card is not required with this specification.

Provide on the UPS a resettable inverter event counter and a cumulative inverter timer.

All controls and external connections shall be on the front panel. The UPS unit shall sit horizontally on a shelf. All controls and labels shall be oriented to read horizontally.

Provide lightning/ surge protection complying with ANSI/IEEE C.62.41 and C.62.45 Cat A & B and UL 1449.

Equip the UPS with an event log for at minimum the last 100 events. The events shall be time and date stamped. The event log shall be retrievable via the USB port and the last event in the log shall be viewable from the LCD screen.

The UPS shall be capable of performing a SELF-TEST of the BBS. The duration of the SELF-TEST shall be programmable in 1-minute increments from one minute to four hours.

The operation of the flash mode shall be field programmable to activate at various times, battery capacities, or alarm conditions.

Provide password protection for certain maintenance controls such as Battery Test, BBS inverter ON/OFF, viewing the Event log, and changing default settings. Furnish the UPS with a default password and the ability for the user to change the password.

Use the following LED lights conditions to indicate current status:

Red LED Flashing for ALARM
Red LED steady ON for FAULT

Green LED Flashing for battery back-up mode

Green LED steady ON for normal line mode operation

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Provide on the UPS at least four sets of NO / NC panel-mounted and potential free contact relays rated 1 Amp, 120 VAC, and labeled 1 through 4. Each relay's setting shall be either preset or programmable to activate under any number of conditions. The available settings for the relays shall be:

- ON BATTERY relay activates when BBS switches to battery power
- LOW BATTERY relay activates when batteries have reached a certain level of remaining useful capacity while on battery power. This number is adjustable by battery voltage.
- TIMER relay activates after being on battery power for a given amount of time. This number is adjustable from 0 to 8 hours.
- UPS FAILURE relay activates in the event of UPS inverter/charger failure to be able to run according to these specifications.

# 5.4.1.2 Specifications

Battery String Voltage 48 Vdc

Input Specifications

Input Specifications
Nominal Input Voltage
Input Voltage Range 120 VAC, Single Phase 120 VAC +/- 25% Input Frequency 60 Hz +/- 5%

Output Specifications

120 VAC, Single Phase

2000 VA minimum at 25° C (1500 Watts at 74° C)

60 Hz (+/- 3%)

Output Specifications
Nominal Output Voltage
Power Rating
Output Frequency
Voltage Wave Form
Efficiency (nominal) Pure Sine Wave, THD < 3.0% Minimum 85% at 100% load

#### 5.4.2 Switches

The four switches listed in this section may be in separate units or may be integrated into one or more units.

The range of operating temperatures for all switches shall be -34° C to +74° C.

#### 5.4.2.1 Automatic Transfer Switch

Provide an automatic transfer switch to transfer the critical load to the UPS when the utility line fails or is out of tolerance range. The transfer from utility power to battery power shall not interfere with the normal operations of the traffic controller, conflict monitor, or any other peripheral devices within the traffic control system. The automatic transfer switch shall automatically disconnect the battery heater pads when the critical load is operating from the UPS.

# Input / Output Specifications

Nominal Voltage 120 VAC, Single Phase

Voltage Range 92 to 135 VAC Input Frequency 60 Hz +/- 5% Current 20 A minimum

# 5.4.2.2 Automatic Bypass Switch

Furnish an automatic bypass switch to transfer the critical load to the utility line if there is a fault on the UPS, if there is battery failure, and upon complete battery discharge. The transfer from battery power to utility power shall not interfere with the normal operations of the traffic controller, conflict monitor, or any other peripheral devices within the traffic control system.

#### Input / Output Specifications

Nominal Voltage 120 VAC, Single Phase

92 to 135 VAC Voltage Range Input Frequency 60 Hz +/- 5% Current 20 A minimum

# 5.4.2.3 Manual Bypass Switch

Furnish a manual bypass switch to provide a mechanical bypass of the UPS without any interruption of power to the intersection.

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Nominal Voltage 120 VAC, Single Phase

Voltage Range 92 to 135 VAC Input Frequency 60 Hz +/- 5% Current 20 A minimum

#### **5.4.2.4 Generator Transfer Switch**

Furnish a generator transfer switch to automatically transfer the input to the UPS from the utility line to a portable AC generator. The switch shall break both line and neutral to the utility and prevent back-feeding the utility lines.

#### Input / Output Specifications

Nominal Voltage 120 VAC, Single Phase

Voltage Range 92 to 135 VAC Input Frequency 60 Hz +/- 5% Current 20 A minimum

# 5.4.3 Other Equipment

Furnish all equipment, mounting hardware, wire, cable, fasteners, and connectors not otherwise specified to provide a complete and operational BBS, including but not limited to, the cable connections to the batteries.

# 5.4.4 Operation

#### 5.4.4.1 Loss / Restoration of Utility Power

The BBS shall transfer the load to battery power when the utility line voltage is outside the High and Low Limits. Set the default high and low limits as 130 and 100 VAC, respectively. Operate in the Buck and Boost modes for partial line voltage correction.

For the low line voltage condition, the BBS shall return to line mode when the utility power has been restored to above 105 VAC for the specified line qualification time. This line qualification time shall be user adjustable from 3 to 30 seconds.

For the high line voltage condition, the BBS shall return to line mode when the utility power has been restored to below 125 VAC for the specified line qualification time. This line qualification time shall be user adjustable from 3 to 30 seconds. In cases where the nominal voltage is between 125 and 130 VAC, the BBS shall return to line mode when the utility power is back to nominal.

The maximum transfer time allowed, from disruption of normal utility line voltage to stabilized inverter line voltage from batteries, shall be 65 milliseconds. The same maximum allowable transfer time shall also apply when switching from inverter line voltage to utility line voltage.

#### **5.4.4.2 Battery Operation**

In the event of UPS failure, battery failure, or complete battery discharge, the automatic power transfer switch shall revert to the NC (and de-energized) state, where utility power is supplying the cabinet.

Provide a temperature compensated battery charging system. The charging system shall compensate over a wide range of 2.5 to 4 mV / °C / Cell. The charger shall be rated 10 amps at 48 VDC. Batteries shall not be charged when battery temperature exceeds manufacturer's recommendations for the specific batteries being used. The charging system shall fully recharge the batteries within 20 hours.

# **5.4.4.3 Product Compatibility**

The BBS shall be compatible with all of the following for full phase operation mode, flash operation mode, or a combination of both full and flash mode operation:

• NEMA TS2 controllers and cabinet components

The complete BBS system including batteries shall fit inside and be compatible with a NEMA type traffic control cabinet of minimum size 26-inch wide X 40-inch high X 13-inch deep and maximum size 32-inch wide X 51-inch high X 18-inch deep, with minimum 3-inches in the front and minimum 1-inch air space on the top, back, and sides of a shelf mounted UPS.

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#### **5.4.4.4 Electrical Protections**

The BBS shall be equipped to prevent a malfunction feedback to the cabinet or from feeding back to the utility service per UL 1778, Section 48 "Back-feed Protection Test". The upstream back-feed voltage from the BBS system shall be less than 1 volt AC.

#### 5.4.4.5 Maintenance

The individual BBS parts shall be easily replaced and installed (complete turnkey system with all necessary hardware). The BBS shall not require any special tools for removal or installation.

#### 5.4.4.6 Cabinet

Furnish a non-ground mounted, aluminum, outdoor rated, NEMA type 3R traffic control cabinet of minimum size 26-inch wide X 40-inch high X 13-inch deep and maximum size 32-inch wide X 51-inch high X 18-inch deep. The size of the cabinet shall be of sufficient size to provide ample space for housing all equipment specified herein, all equipment furnished with the Uninterruptible Power Supply (UPS) specification, and all batteries. Provide a minimum clear space of 3-inches in the front of a shelf mounted UPS, and minimum 1-inch on both sides, back, and top of the UPS. Slope the top of the cabinet towards the door with a 2-inch drip lip over the door and cabinet front. All sheet metal parts shall be 0.125-inch thick aluminum of type 5052-H32. All seams shall be continuously welded.

Provide an access door on the front of the cabinet with a continuous hinge, door latch assembly with 3-point locking mechanism, #2 Corbin lock, dust cap, and two #2 keys. The door shall have a closed-cell neoprene gasket on all four edges. The continuous hinge shall be heavy gauge aluminum with ¼-inch diameter stainless steel hinge pin. Secure hinge with 1/4-inch X 20 TPI stainless steel carriage bolts and stainless steel nylon locking nuts. The 3-point locking system shall have ½-inch X ¼-inch X length required latch bars and nylon rollers. Door handle shall be a ¾-inch solid stainless steel inward-turning handle with provisions for padlocking. Provide a steel rod door holder. All hardware shall be stainless steel, unless otherwise specified.

Provide ventilation louvers on the front of the cabinet of sufficient open area to provide air flow for the cabinet fan. Provide a 1/2-inch air filter over all the louver area. Air filter shall slide into a channel and shall be easily removed and replaced.

Provide installed a minimum of three full width and depth, stainless steel shelves sufficient to hold all equipment furnished with the Uninterruptible Power Supply specification, and all batteries. All shelves shall have neoprene (or similar material) pads. The shelves shall not be the swing out type. The shelf locations shall be adjustable to within six inches of the top of the cabinet and 12 inches from the bottom of the cabinet. The shelves shall be capable of supporting up to 180 pounds.

#### 5.4.4.7 Cabinet Equipment

Provide and install a power distribution terminal block for wire connections, wire size up to #8AWG, from the traffic signal cabinet. Locate the block on one side of the UPS cabinet between one and two feet from the top of the cabinet.

Provide a generator connection outlet installed on one side of the cabinet placement shall not interfere with the installation or use of batteries, UPS, or any switches. The outlet shall be a Marinco 125/250 V 50A turn and pull or equivalent, back wired, surface mounted, twist lock receptacle with a watertight cover and meter seal tabs, or equal.

Ventilate the UPS cabinet by means of an installed 120 VAC, 60HZ, tube axial compact type fan. The fan's free delivery airflow shall be greater than 2.83 cubic meters per minute. The magnetic field of the fan motor shall not affect the performance of control equipment. The fan bearings shall operate freely. The fan unit shall not crack, creep, warp, or have bearing failure within a 7-year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant. The fan shall be thermostatically controlled. Thermostat shall be set to manufacturer required settings. The fan shall be fused.

Provide installed and operational heating pads for the batteries. Heating pads shall be 120 volt, 70 watt, polyester, G30200X, P07141A2 D0452, PowerBack pads from Hi-Heat, Industries, Inc., Lewiston, MT, or equal. Provide a temperature sensor bonded to the pad, electrical power cord, and a thermal fuse in each power cord.

Provide a battery voltage balancer, battery cable for each battery, and interface cable of the size compatible with the battery string. Balancer shall be ALPHAGuard Charge Management SC, 48-volt, compatible with the battery string, or equal.

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In all controller cabinets and auxiliary cabinets, the AC common, the logic ground, and the chassis ground shall be isolated from each other as detailed by NEMA Standard.

Each 120 VAC circuit that serves an inductive device, such as a fan motor or a mechanical relay, shall have a suppressor to protect the controller's solid state devices from excessive voltage surges. Such suppressors shall be in addition to the surge protector at the input power point.

#### 5.4.4.8 Batteries

Furnish four batteries for each cabinet as recommended by the UPS supplier. Batteries shall be newly built and fully charged when delivered.

#### 5.4.4.9 Equipment Installation

Install the furnished BBS, batteries, and battery equipment according to manufacturer's requirements. Bolt the BBS cabinet firmly to the back or side of the traffic signal control cabinet as required by the design of each signal cabinet. Use a minimum of four bolts of the size recommended by the BBS cabinet manufacturer. Use fender washers on the inside of both cabinets. Use all stainless steel hardware.

Furnish and install from the electrical service to the BBS cabinet and back to the signal cabinet, the larger of 1) #10 AWG, 600 volt, electric wire, 2) the wire size recommended by the UPS manufacturer, 3) the largest size wire used in the signal cabinet for the power connections, or 4) the wire size required by WSEC. Install the wire through a 3/4-inch hole drilled between the cabinets and install two ¾-inch bushings in the hole. Provide grounding, suppressors and lightning arrestors according to the WSEC requirements.

Program and/or enter configuration settings for the equipment and make the equipment fully operational.

#### 5.4.4.10 Certification

Provide a written certification with the cabinet delivery that the equipment meets the requirements of the plans and specifications and will fully operate the traffic signal cabinet. The certification shall be on the contractor's company letterhead, shall be addressed to both Kenosha County and the construction contractor, if there is one, and shall be signed by a company officer authorized to legally obligate the company. Cabinet testing and quality control documents may accompany the certification.

#### 5.4.4.11 Documentation

Submit detailed equipment layout drawings and inter-equipment wiring diagrams furnished under this specification to the department for approval. Two sets of approved equipment layout drawings and interequipment wiring diagrams shall be contained in a heavy-duty clear plastic envelope mounted on the inside of the front door.

For the cabinet and cabinet equipment, at the time of the delivery, furnish two printed sets, and one .pdf file on a CD-ROM or flash drive, of cabinet installation, operations, and maintenance manuals per cabinet and an itemized price list for each type of equipment, and their replacement parts. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) part numbers, and e) maintenance checklists. Also provide two prints and the .dgn or CADD file of the as-built cabinet design and layout.

For the installed equipment, at the time of the delivery, furnish two printed sets, and one .pdf file on a CD-ROM or flash drive, of equipment installation, operations, and maintenance manuals per cabinet and an itemized price list for each type of equipment, their sub-assemblies, and their replacement parts. The manuals shall as a minimum include the following information for each piece of equipment: a) table of contents, b) startup procedure, c) operating procedure, d) step by step maintenance and trouble-shooting information for the entire assembly, e) circuit wiring diagrams, f) pictorial diagrams of parts locations, g) part numbers, h) theory of operation, and i) maintenance checklists. The instructional manuals shall include an itemized parts list. The itemized parts list shall include the manufacturer's name and part numbers for all components (such as IC's, diodes, switches, relays, etc.) used in each piece of equipment. The list shall include cross-references to part numbers of other manufacturers who make the same replacement parts. Also provide the .dgn CAD files for the equipment layout drawings and interequipment wiring diagrams.

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#### 6. Documentation

# 6.1 Shop Drawings

For each cabinet order, submit two sets of 22X34-inch detailed printed shop/drawings of the control cabinet, equipment layout drawings, and wiring diagrams of all equipment installed in the controller cabinet to the department for review and approval, a minimum of 60 days before the designated cabinet delivery date. Also provide all drawings as .dgn or .dwg files. Revise the files and drawings according to the department comments and resubmit, both printed and .dgn/.dwg files. If cabinet designs change within an order with the permission of the department, resubmit all drawings and files for review, comment, and approval.

#### 6.2 Manuals and Proof of Purchase

At the time of the cabinet delivery, furnish the following:

- One set of installation, operations, and maintenance manuals per cabinet for each type of
  equipment and their replacement parts. The manuals shall as a minimum include the following
  information: a) table of contents, b) operating procedure, c) step-by-step maintenance and
  trouble-shooting information for the entire assembly, d) part numbers, and e) maintenance
  checklists.
- Two sets of cabinet wiring diagrams per cabinet
- A bill of materials showing proof of purchase for all cabinet and cabinet-related materials, including catalog numbers, to the department.

#### 7. Cabinet Delivery

Deliver the fully wired and equipped cabinets the project site and securely store the materials if not immediately installing the equipment. Contact the construction leader a minimum of one 24-hour business day ahead of the desired delivery date to confirm the site is ready for installation.

# 8. Warranty

The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description. Provide a manufacturer's warranty statement which stipulates that the cabinet and all supplied equipment are warranted for two years from the date of final installation on the job site. The manufacturer warranty shall provide for full repair or replacement of the failed item, as determined by the department, at no cost to the department. Shipping costs, both to the factory or an Authorized Repair Depot, and return to Kenosha County, shall be paid by the manufacturer.

# **D** Measurement

The department will measure Traffic Signal Cabinet & Controller (Location), completed as a single lump sum unit of work, acceptably furnished and installed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Traffic Signal Cabinet & Controller CTH S & CTH H	LS
SPV.0105.02	Traffic Signal Cabinet & Controller CTH S & Brumback Boulevard	LS

Payment is full compensation for furnishing and installing the traffic signal controller (including programming an initial timing program provided by the County) and conflict monitor together with the traffic signal cabinet, all required control units, all additional harnesses for preemption, switches for flashing operation, and fittings as are necessary to assure that the controller will perform the said functions. It also includes furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

# 74. Emergency Vehicle Preemption System CTH S & CTH H, Item SPV.0105.03; Emergency Vehicle Preemption System CTH S & Brumback Boulevard, Item SPV.0105.04.

# **A** Description

This work shall consist of installing a GPS-enabled Emergency Vehicle Preemption (EVP) System at a single intersection, as shown on the plans and as hereinafter provided.

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#### **B** Materials

The GPS-enabled Emergency Vehicle Preemption System shall include the latest model of the following components: discriminator, detectors (quantity as shown on the plans), detector cable, Auxiliary Interface Panel, confirmation light assembly, and confirmation light cable (Cable Type UF 2-14AWG). This equipment shall be furnished and installed by the contractor. The discriminator shall be mounted in a card rack.

#### **C** Construction

Detectors shall be mounted on the signal poles or pole extensions as shown on the plans. In the event, at installation, a noticeable obstruction is present in line with the detector, the contractor shall be obligated to advise the engineer before installation. The traffic signal poles shall be drilled and tapped to accommodate the mounting of the detector units as shown in the Plans. The installation method shall be approved by the engineer. Unless otherwise directed by the engineer, the detector shield tube shall be installed with the drain hole at the bottom.

There shall be NO detector cable splices from the detector assembly to the controller terminations.

The EVP detector cables shall be routed to the controller. Each lead shall be appropriately marked as to which street or avenue it is associated. The contractor will perform all terminations inside the cabinet.

The EVP as specified and shown in the Plans shall be complete in place, tested, and in full operation.

#### **D** Measurement

The department will measure this item as a single lump sum unit of work, in place and acceptably completed.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Emergency Vehicle Preemption System CTH S & CTH H	LS
SPV.0105.04	Emergency Vehicle Preemption System CTH S & Brumback Boulevard	LS

Payment is full compensation for furnishing and installing the system according to specifications.

# 75. Vehicular Video Detection System CTH S & CTH H, Item CPV.0105.05; Vehicular Video Detection System CTH S & Brumback Boulevard, Item SPV.0105.06.

#### **A** Description

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using only video images of vehicle traffic. Work shall consist of installing a video image detector system on all travel approaches.

The video detection camera system shall consist of the latest model video image detector cameras, mounting brackets and hardware, video monitor, video image processor card, power cable, and auxiliary equipment to make the video detector system fully operational. The camera shall be an Iteris brand model and shall be equipped with a battery backup system.

# **B** Materials

# System Hardware

The video detection system shall consist of one to six video cameras, a video detection processor (VDP) capable of processing from one to six video sources, a video monitor, and a pointing device.

# **System Software**

The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only an on-board video menu and a pointing device to place the zones on a video image. Up to 144 detection zones shall be available. A separate computer shall not be required to program the detection zones. The VDP shall process video from up to 6 video sources simultaneously. The sources can be video cameras or S-VHS video tape players. The video shall be input to the VDP in RS170 format and shall be digitized and analyzed in real time. A separate microprocessor for each video input shall be used.

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The VDP shall detect the presence of vehicles in up to 24 detection zones, per camera. A detection zone shall be approximately the width and length of one car. Detection zones shall be programmed via an on-board menu displayed on a video monitor and a pointing device connected to the VDP. The menu shall facilitate placement of the detection zones quickly and easily. A separate computer shall not be required for programming detection zones.

The VDP shall store up to three different detection zone patterns. The VDP can switch to any one of the three different detection patterns within 1 second of user request via menu selection with the pointing device.

The VDP shall detect vehicles in real time as they travel across each detection zone. The VDP shall have an RS-232 port for communications with an external computer. The VDP RS-232 port shall be multi-drop capable.

The VDP shall accept new detection patterns from an external computer through the RS-232 port when the external computer uses the correct communications protocol for downloading detection patterns.

The VDP shall send its detection patterns to an external computer through the RS-232 port when requested when the external computer uses the correct communications protocol for uploading detection patterns.

#### **Vehicle Detection**

Up to 144 detection zones shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region. Detection zones shall be capable of being OR'ed or AND'ed together to indicate vehicle presence on a single detector output channel.

Placement of detection zones shall be done by using only a pointing device, and a graphical interface built into the VDP and displayed on a video monitor to draw the detection zones on the video image from each video camera. No separate computer shall be required to program the detection zones.

Up to three detection zone patterns shall be saved for each camera within the VDP memory and this memory shall prevent loss during power outages.

The selection of the detection zone pattern for current use shall be done through a menu. It shall be possible to activate a detection zone pattern from VDP memory and have that detection zone pattern available within 1 second of activation.

When a vehicle is detected crossing a detection zone, the corners of the detection zone will flash on the video overlay display to confirm the detection of the vehicle. Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g., rain, snow, or fog), which reduce visibility. Detection accuracy is dependent upon camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality. See the traffic signal installation plans for recommended camera placement.

The VDP shall provide 32 channels of detection through either a NEMA TS1 port or a NEMA TS2 port. The VDP shall provide dynamic zone reconfiguration (DZR). DZR enables normal operation of existing detection zones when one zone is being added or modified during the setup process. The VDP shall output a constant call on any detector channel corresponding to a zone being modified.

Detection zones shall be directional to reduce false detections from objects traveling in directions other than the desired direction of travel in the detection area. Detection zone setup shall not require site-specific information such as latitude and longitude to be entered into the system. Detection zone setup shall not require temporal information such as date and time.

The VDP shall process the video input from each camera using a separate microprocessor at 30 frames per second.

The VDP shall output a constant call for each enabled detector output channel if a loss of video signal occurs. The VDP shall output a constant call during the background learning period.

#### **VDP Hardware**

The VDP shall be housed in a durable metal enclosure suitable for shelf-mounting or rack mounting in a roadside traffic equipment cabinet. The VDP enclosure shall not exceed 7" high, 17.75" wide, and 10.5" deep. The VDP shall be modular in construction with plug-in field replaceable units (FRU's) to minimize troubleshooting and repair time. The VDP shall operate satisfactorily in a temperature range from -30°F to +165°F and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

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The VDP shall be powered by 120 VAC 60 Hz single-phase power source. Surge ratings shall be as set forth in NEMA specifications. Power consumption shall not exceed 135 watts.

The VDP shall include an RS-232 port for serial communications with a remote computer. The VDP RS-232 port shall be multi-drop capable. This port shall be a 9-pin female "D" subminiature connector on the front of the VDP.

The VDP shall include ports for transmitting TS1 and TS2 detections to a traffic controller. The TS1 port shall be a 37-pin female "D" connector on the front of the VDP. The TS2 port shall be a 15-pin female "D" connector on the front of the VDP. The front of the VDP shall include up to six BNC video input connections suitable for RS-170 video inputs. Each video input shall include a switch selectable 75-ohm or high impedance termination to allow camera video to be routed to other devices, as well as input to the VDP for vehicle detection.

The front of the VDP shall include one BNC video output. Any one of the six video inputs shall be switch selectable for output on this BNC connection via the pointing device at the VDP, or through software and a personal computer connected through the RS-232 multi-drop port via a full duplex modem link.

The video inputs to the VDP shall include transient voltage suppression and isolation. Amplification that shall assure the 1-volt peak-to-peak video signal integrity is maintained despite video cabling losses and externally induced transients. The amplifier shall have a minimum common mode rejection at 60 Hz of 90 dB. The VDP enclosure shall include provisions to be bonded to a good earth ground.

The front face of the VDP shall contain indications, such as LED displays, to enable the user to view real time detections for up to 8 detector output channels at a time.

#### Camera

The video cameras used for traffic detection shall be furnished by the VDP supplier and shall be qualified by the supplier to ensure proper system operation.

The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range of 0.1 lux to 10,000 lux.

The camera shall use a CCD sensing element and shall output monochrome video with resolution of not less than 380 lines vertical and 380 lines horizontal. The camera shall include an electronic shutter control lens.

The camera shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry. A single camera configuration shall be used for all approaches in order to minimize the setup time and spares required by the user.

The camera electronics shall include AGC to produce a satisfactory image at night. The camera shall be housed in a weather-tight sealed enclosure. The housing shall be field rotatable to allow proper alignment between the camera and the traveled road surface.

The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view. The camera enclosure with sunshield shall be less than 5" in diameter, less than 14" long, and shall weigh less than 5 pounds when the camera and lens are mounted inside of the enclosure.

The camera enclosure shall include a thermostatically controlled heater to assure proper operation of the lens shutter at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.

When mounted outdoors in the enclosure, the camera shall operate satisfactorily in a temperature range from -30°F to +140°F and a humidity range from 0% RH to 100% RH. The camera shall be powered by a 120 VAC 60 Hz power source. Power consumption shall be 15 watts or less, under all conditions.

Recommended camera placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection, the camera should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

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The camera enclosure shall be equipped with separate, weather-tight connections for power and video cables at the rear of the enclosure. These connections may also allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole using a lens adjustment module (LAM) supplied by the VDP supplier.

Video and power shall not be connected within the same connector. The video signal output by the camera shall be black and white in RS-170 or CCIR format. The video signal shall be fully isolated from the camera enclosure and power cabling.

# **Manufacturer Warranty**

The manufacturer / supplier shall provide a limited two-year warranty on the video detection system. Refer to the supplier's standard warranty included in the Terms and Conditions of Sale documentation.

During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.

During the warranty period, updates to VDP software shall be available from the supplier without charge.

#### **Video Detection Coaxial Cable**

The coaxial cable to be used between the camera and the VDP in the traffic cabinet shall be Belden 8281 or a 75 ohm, precision video cable with 20-gauge solid bare copper conductor (9.9 ohms/M), solid polyethylene insulating dielectric, 98% (min) tinned copper double-braided shield and black polyethylene outer covering. The signal attenuation shall not exceed 0.78 dB per 100 feet at 10 MHz. Nominal outside diameter is 0.304 inches.

This cable shall be suitable for installation in conduit or overhead with the appropriate span wires. 75-ohm BNC plug connectors shall be used at both the camera and cabinet ends. The coaxial cable, BNC connector, and crimping tool shall be approved by the supplier of the video detection system, and the manufacturer's instructions must be followed to ensure proper connection.

#### **Video Detection Power Cable**

The power cabling shall be 16 AWG three-conductor cable with a minimum outside diameter of 0.325 inch and a maximum diameter of 0.490 inch. The power cable shall be terminated at the camera per manufacturer's instructions and shall only require standard wire strippers and a screw driver for installation (no special connectors or crimping tools shall be used for installation). The cabling shall comply with the National Electric Code, as well as local electrical codes. Cameras may acquire power from the luminaire, if necessary.

#### **Video Detection Monitor**

The monitor shall be a flat screen color video monitor with a minimum 9" diagonal picture display. It shall support EIA standards RS-170 composite video signal (1.0 v p-p, 75 OHM).

It shall have a resolution of 900 lines at center. Video bandwidth shall be >11 MHz. Loop through connectors shall be provided, and both input and output connectors shall be BNCs.

The monitor power source shall be 120 VAC +/- 10%, 60 Hz. Power consumption shall not be greater than 18 W. Ambient operating temperature shall be +50 to +122 degrees Fahrenheit.

Located on the front panel, the controls shall be on/off, contrast, bright, vertical hold, and horizontal hold. Rear panel shall have controls for vertical size, vertical linearity and scan switch.

Dimensions shall not exceed 9" (W) and 10" (H). Weight shall not exceed 10 pounds.

# **C** Construction

Install the Video Vehicle Detection System according to the pertinent sections of the standard specifications and manufacturer's recommendations.

The coaxial cable and power cable shall be installed as a continuous unbroken run from the cameras to the VDP.

#### **D** Measurement

The department will measure this item as a single lump sum unit of work, in place and acceptably completed.

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#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.05	Vehicular Video Detection System CTH S & CTH H	LS
SPV.0105.06	Vehicular Video Detection System CTH S & Brumback Boulevard	LS

Payment is full compensation for furnishing and installing the system according to specifications.

# 76. Temporary EVP System CTH S & CTH H, Item SPV.0105.07; Temporary EVP System CTH S & Brumback Boulevard, Item SPV.0105.08.

# **A** Description

This special provision describes furnishing, installing, and maintaining temporary EVP systems at the temporary signalized intersection as shown in the plans.

#### **B** Materials

Furnish an emergency vehicle preemption system compatible with the City of Kenosha and Village of Somers systems and users. Contact both fire departments for information regarding the equipment needs and operational requirements of the emergency vehicle preemption system.

#### **C** Construction

The Temporary EVP System, as shown in the temporary traffic signal plans or as directed by the engineer, shall be complete in place, tested, and in full operation during each stage and sub-stage of construction.

Install the temporary vehicle detection system as shown in the plans and according to the manufacturer's recommendations. Determine a suitable location for the temporary EVP detectors for each stage and sub-stage of construction. Detectors may be mounted on the temporary traffic signal span wire or wood poles. Relocate the temporary EVP detectors to a suitable location if construction activities and/or construction staging changes impede the detector operation. Arrange for testing of equipment prior to acceptance of the installation for each construction stage.

All cables associated with the temporary vehicle detection system shall be routed to the cabinet. Each lead shall be appropriately marked as to which EVP channel it is associated.

Periodic adjustment and/or moving of the temporary EVP detectors may be required due to changes in traffic control, staging, or other construction operations.

Ensure that the temporary EVP system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

Remove the temporary EVP system upon project completion.

Provide the engineer records of all EVP settings used during construction.

# **D** Measurement

The department will measure Temporary EVP System, furnished, installed, and completely operational, as a single complete unit of work per intersection, complete in place and accepted.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.07	Temporary EVP System CTH S & CTH H	LS
SPV.0105.08	Temporary EVP System CTH S & Brumback Boulevard	LS

Payment is full compensation for furnishing and installing all required equipment, materials, and supplies; for maintaining and changing the EVP detectors to match the plans, traffic control, and construction staging; for relocating the temporary EVP detectors due to construction activities, if required; for testing the EVP system for each stage and sub-stage of construction; for periodically cleaning all temporary EVP detectors; for removing the temporary EVP system; for cleaning up and properly disposing of waste.

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# 77. Temporary Vehicle Detection CTH S & CTH H, Item SPV.0105.09; Temporary Vehicle Detection CTH S & Brumback Boulevard, Item SPV.0105.10.

# **A** Description

This special provision describes furnishing, installing and maintaining vehicle detection systems in conjunction with temporary traffic signals as shown in the plans. The desired vehicle detection zones and their operational parameters are show in the plans.

#### **B** Materials

Provide all necessary equipment for the approved method of temporary vehicle detection. Select, with prior approval of the engineer, the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include; but are not limited to: microwave detection, radar detection, or video detection. Detection technology shall provide for true presence detection.

#### **C** Construction

Provide immediate response, 24-hour/7-days per week, to maintain any aspect of the temporary vehicle detection that is defective, completing repairs or adjustments the same day as notification.

Adjust, relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or sub stage as shown in the plans, request by the engineer, or as modified by the contractor's operations to maintain the required traffic and complete the proposed work.

#### **D** Measurement

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

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.09	Temporary Vehicle Detection CTH S & CTH H	LS
SPV.0105.10	Temporary Vehicle Detection CTH S & Brumback Boulevard	LS

Payment is full compensation for demonstrating and selecting the vehicle detector technology, furnishing, installing and adjusting or moving the equipment, including all required materials, tools and supplies; and for clean-up and waste disposal.

# 78. Anti-Seep Collar, Item SPV.0105.11.

# **A** Description

This special provision describes providing an Anti-Seep Collar around the stormwater pond outfall culvert pipe as shown on the plans.

#### **B** Materials

Furnish an anti-seep collar such as bentonite chip bags, AquaBlok, or equivalent alternative as approved by the engineer.

#### **C** Construction

Construct the Anti-Seep Collar according to the manufacturer's specifications and as shown on the plans.

#### **D** Measurement

The department will measure Anti-Seep Collar by the lump sum, acceptably completed.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.11	Anti-Seep Collar	LS

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Payment is full compensation for furnishing all labor, equipment, materials, and incidentals necessary to install the anti-seep collar according to the manufacturer's specifications.

# 79. Box Culvert Barrel Excavation, Item SPV.0105.12.

# **A** Description

This special provision describes excavation and grading of the streambed through the existing and proposed box culvert (C-30-06) barrel.

#### **B** Materials

Furnish materials according to standard spec 205.2.

#### **C** Construction

Excavate and grade the materials in the box culvert (C-30-6) to the grades as shown on the structure plans according to standard spec 205.3.

#### **D** Measurement

The department will measure Box Culvert Barrel Excavation by the lump sum, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.12Box Culvert Barrel ExcavationLS

Payment is full compensation for excavating, grading, and shaping the existing material in box culvert B-30-6 to the grades as shown on the structure plans. New material is not anticipated to be needed to reach final grading elevations. If new material is required to be brought in and so directed by the engineer, it will be paid for under other items of the contract.

# 80. Polystyrene Insulation, Item SPV.0165.01.

#### **A** Description

This special provision describes providing polystyrene insulation board at a total thickness of 4-inches according to the sewer and water specifications and as herein provided.

#### **B** Materials

Furnish materials according to the Village of Somers Development Standards, the Village of Somers Standard Materials Specification Checklist, and chapters 4.17.0 and 8.50.2 of the sewer and water specifications.

#### **C** Construction

Install two layers of 2-inch thick polystyrene board insulation above water main extending the entire trench width or as directed by the engineer.

#### **D** Measurement

The department will measure polystyrene insulation by the square foot of 4-inch thick material, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.01Polystyrene InsulationSF

Payment is full compensation for providing and installing polystyrene insulation, including all material, equipment, and labor for all pavement sawing; pavement removal and disposal; tree and stump removal and disposal; excavation; all sheeting, shoring, and bracing; all diking, bailing, draining, well pointing and dewatering; the protection of existing utilities and structures; the furnishing and placing of polystyrene

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boards insulation over existing water main at locations shown in the plans or as directed; the furnishing and placing of all mason sand bedding and cover material; and all backfilling including the placing and compaction of approved spoil material in all excavations made for water main insulation construction.

# 81. Temporary Shoring Railroad, Item SPV.0165.02.

# **A** Description

This special provision describes furnishing and installing temporary shoring at locations alongside railroad tracks as shown on the plan and conforming to the shoring design requirements.

#### **B** Materials

# **B.1 Shoring Design**

Provide an effective shoring system capable of withstanding Coopers E-80 live load surcharge, and which is in compliance with OSHA and Federal Railroad Administration (FRA) requirements. For reference, use "Guidelines For Temporary Shoring" published by Union Pacific Railroad and The Burlington Northern and Santa Fe Railway (BNSF). A copy of these guidelines may be obtained from the department at the Bureau of Railroads & Harbors. Where conflicts exist, the standard specifications, special provisions and plans shall supersede these guidelines.

Refer to standard spec 107.17(5) and (6) regarding the development and submittal of shop drawings, detailed plans, and computations for temporary construction near the BNSF's tracks. Include in the submitted drawings and plans the proposed method of installation and removal of the shoring not included in the contract plans. In all calculations, take into consideration railroad surcharge loading and design the shoring to meet Coopers E-80 live loading.

#### **C** Construction

The CPRR will coordinate train operations with the contractor to the extent possible, consistent with its operational requirements. The number and duration of work windows free of train operations available per day will vary depending on operational requirements. At the end of each window, leave the construction area in a condition that will allow for safe and normal train operations. Do not leave shoring extended above the top of rail within 12'-0" from the centerline of the nearest track. Train operations and available windows for work and hours available for work within windows are unknown and are subject to change. Contact Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail: <a href="mailto:brian\_osborne@cpr.ca">brian\_osborne@cpr.ca</a> at least three working days in advance of construction operations that require implementation of the temporary shoring.

Provide, install and maintain adequate protection for people within the CPRR's right-of-way. Cover, guard, and/or protect all excavations, holes, or trenches within the CPRR's right-of-way when they are not being worked on. When leaving work site areas at night and over weekends, secure the areas and leave them in a condition that will ensure that railroad employees and other personnel, who may be working or passing through the area, are protected around excavations. Install handrails that are parallel to the track and not less than 9'-0" from the centerline of the nearest track. Handrails, fences, or other barrier methods must meet OSHA and FRA requirements. Backfill all excavations as soon as possible.

Upon completion of the need for the temporary shoring, remove the shoring or cut-off the shoring 4'-6" below the top of the adjacent rail. Backfill the space that is excavated but not occupied by the new permanent construction conforming to standard spec 206.3.13.

#### **D** Measurement

The department will measure Temporary Shoring Railroad in area by the square foot, and the quantity to be paid for will be the sum of the areas of exposed faces of shoring constructed at the locations shown on the plans. Area will be determined from measurements taken in the plane of the exposed face of the shoring.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.02Temporary Shoring RailroadSF

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Payment for Temporary Shoring Railroad is full compensation for providing a verified design of the shoring; providing shop drawings and detailed plans; furnishing and hauling materials to each location; installing the shoring; maintaining the shoring as needed; removing the shoring; and backfilling upon completion of the need for the shoring.

Temporary shoring not required by the plans and installed for the convenience of the contractor's operations shall be considered incidental to work under this contract and will not be measured and paid for under this item.

# 82. Proof Rolling, Item SPV.0170.01.

# **A Description**

This special provision describes the testing of the stability of the compacted subgrade and base material by rolling with a tri-axle dump truck.

#### **B** Materials

Fully load a tri-axle dump truck to within 3 tons of the vehicle legal load limit and provide a minimum gross vehicle weight of 30 tons. Uniformly inflate all tires to the pressure recommended by the manufacturer for the applicable wheel load.

#### **C** Construction

Completely compact and shape the subgrade to approximate grade. Test roll at normal walking speed under the direction of the engineer or his representative. Roll the road subgrade and base across the width of the entire roadway. Make multiple passes throughout the length of the test area. Center each pass on a proposed lane.

#### **D** Measurement

The department will measure Proof Rolling by the station along the roadway centerline or reference line, 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.0170.01 Proof Rolling STA

Payment is full compensation for performing the proof rolling and for retesting as determined by the engineer.

# 83. Reinforced Polyethylene Sheeting, Item SPV.0180.01.

#### **A** Description

This special provision describes providing string reinforced polyethylene sheeting.

#### **B** Materials

Furnish 6 mil or thicker polyethylene sheeting with a heavy duty scrim reinforcement conforming to ASTM E-84-97a.

# **C** Construction

Install reinforced polyethylene sheeting according to standard spec 628.3.9.

#### **D** Measurement

The department will measure Reinforced Polyethylene Sheeting 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

 SPV.0180.01
 Reinforced Polyethylene Sheeting
 SY

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Payment is full compensation for furnishing and delivering the sheeting to the project site; for storing on the project; for installing the sheeting; for securing the sheeting and sealing the edges of the sheeting; for removing the sheeting; and for disposing of eroded material and the sheeting after it is no longer required.

# 84. Breaker Run Temporary, Item SPV.0195.01.

# **A** Description

This special provision describes providing Breaker Run Temporary.

#### **B** Materials

Furnish Breaker Run according to standard spec 311.2 for the purpose of lining the temporary diversion channel.

#### **C** Construction

Place breaker run in the temporary diversion channel as shown on the plans. Do not compact breaker run.

Completely remove and dispose of breaker run temporary after the temporary diversion channel is no longer in use.

#### **D** Measurement

The department will measure Breaker Run Temporary by the ton, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0195.01Breaker Run TemporaryTON

Payment is full compensation for providing and placing breaker run; and for removing and disposing of breaker run.

# 85. Excavation, Hauling, and Disposal of Contaminated Soil, Item SPV.0195.02.

# **A** Description

The department completed a review of environmental documents and databases for soil contamination at locations within this project where excavation is required. The review indicated that contaminated soil is likely to be encountered during excavation across the Union Pacific Railroad tracks (active railroad corridor) at the following location:

• Station 175EB+10 to 175EB+65 and Station 175WB+10 to 175WB+65, from project limits left to project limits right, from approximately 1 to 8+' below grade.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the area of the railroad crossing described above.

The environmental consultant for this project is:

Consultant: TRC Environmental Corporation

Address: 150 N. Patrick Blvd., Suite 180, Brookfield, WI 53045

Contact: Bryan Bergmann
Phone: (262) 879-1212
Fax: (262) 879-1220

E-mail: <u>bbergmann@trccompanies.com</u>

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Information regarding the department's hazardous materials assessment and the potential for handling and disposal of contaminated soil is available by contacting:

Name: Andrew Malsom

Address: 141 NW Barstow St., Waukesha, WI 53187

Phone: (262) 548-6705

E-mail: <u>Andrew.Malsom@dot.wi.gov</u>

Control construction operations at the location described above to ensure that they do not extend beyond the excavation limits indicated in the plans.

Soil excavated from the location described above will require temporary stockpiling within the right-of-way and analytical testing. The stockpile shall be placed on plastic and covered with plastic according to NR 718.05 of the Wisconsin Administrative Code.

Soil samples from the stockpile will be submitted to a laboratory for analytical testing by the Environmental Consultant. The results of the laboratory testing will be used to determine if the soil requires landfill disposal or can be considered common excavation. The soil sampling, laboratory testing, and approval for landfill disposal (if necessary) is estimated to take up to ten calendar days to complete.

If analytical testing indicates the stockpiled soil requires landfill disposal, the closest landfills to the project are the following.

Republic Services, Inc. Kestrel Hawk Landfill 1989 Oakes Road Racine, WI 53406 (262) 884-7081

Waste Management Pheasant Run Recycling and Disposal Facility 19414 60<sup>th</sup> Street Bristol, WI 53104 (262) 857-7956

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

Perform this work according to standard spec 205 and with pertinent parts of Chapter NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil,

If contaminated soil is encountered at this site or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

#### A.1 Excavation Management Plan

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

Name: Andrew Malsom

Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798

Phone: (262) 548-6705 Fax: (262) 548-6891

e-mail: andrew.malsom@dot.wi.gov

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#### A.2 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 150 N. Patrick Blvd., Ste. 180, Brookfield, WI 53045

Contact: Bryan Bergmann

Phone: (262) 901-2126 office / (262) 227-9210 cell

Fax: (262) 879-1220

e-mail: <u>bbergmann@trccompanies.com</u>

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated as expressed on the project plans and described in the special provisions;

- 2. Providing field support during excavation activities;
- 3. Coordinating lab testing for landfill acceptance;
- 4. Identifying contaminated soils to be hauled to the landfill;
- 5. Obtaining landfill permitting and documentation of proper landfill disposal;
- Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the area of possible contaminated soil to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in the area with possible contaminated soil.

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

# A.3 Health and Safety Requirements

Add the following to standard spec 107.1:

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

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

#### B (Vacant)

# **C** Construction

Add the following to standard spec 205.3:

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

Excavate the possible contaminated soil in the area shown in the plan. Stockpile the material within the project footprint of DOT right-of-way, pending lab results and landfill acceptance (if necessary). Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration and precipitation.

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The environmental consultant will coordinate analytical testing of possible contaminated soil for landfill acceptance. (5) business days should be allowed for the laboratory to conduct this testing and issue results. In the event the laboratory analytical test results do not indicate contamination is present, the stockpiled material may be considered common excavation and can be handled according to the erosion control implementation plan (ECIP).

Once landfill acceptance permitting is complete (if necessary), directly load and haul soils to the landfill as directed by the environmental consultant. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soil or residues. Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids. Verify that the vehicles used to transport contaminated materials are licensed for such activity according to applicable state and federal regulations.

If dewatering is required in an area of known contamination, water generated from dewatering activities may contain contaminants and require testing, special handling, temporary storage, and disposal. Disposal of contaminated water may require use of a licensed hazardous waste hauler to transport contaminated groundwater to a treatment and disposal facility.

Contractor shall ensure continuous dewatering and excavation safety at all times. Provide, install, operate, maintain adequate pumping equipment, disassemble, and remove pumping equipment.

Costs associated with excavation and dewatering in the contaminated area are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from the construction project.

Limit excavation in the location described in A.2 to minimize the handling of groundwater. Notify the engineer of any dewatering activities and obtain any permits necessary to discharge or dispose of contaminated water. Provide copies of such Permit to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

When material is encountered outside the above-identified limits of possible contaminated soil that appears to have been impacted with petroleum or chemical products or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer and the environmental consultant.

# **D** Measurement

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

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0195.02Excavation, Hauling, and Disposal of Contaminated SoilTON

Payment is full compensation for excavating, stockpiling (including contractor-provided plastic sheeting to cover as well as place the material on), loading, and hauling the contaminated soil to a landfill; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils prior to transport, if necessary.

# 86. Management of Solid Waste, Item SPV.0195.03.

#### A General

#### A.1 Description

This work will conform with the requirements of Section 205 of the Standard Specifications; to pertinent parts of the Wisconsin Administrative Code, Chapters NR 700-736 Environmental Investigation and Remediation of Environmental Contamination; Wisconsin Administration Code, Chapters NR 500-538, Solid Waste; and as shown on the plans and as supplemented herein.

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Soil considered to be solid waste due to lead contamination will be encountered within the construction limits. The solid waste may contain NR 500 non-exempt industrial wastes including soil mixed with foundry sand. Impacted waste material excavated during construction which cannot in the opinion of the environmental consultant be managed as common excavation or as petroleum-contaminated soil will be managed as solid waste.

This work consists of excavating, segregating, temporary stockpiling, loading, hauling, and disposing of solid waste material at a WDNR-approved disposal facility. The nearest WDNR-approved disposal facilities are:

Republic Services, Inc. Kestrel Hawk Landfill 1989 Oakes Road Racine, WI 53406 (262) 884-7081

Waste Management Pheasant Run Recycling and Disposal Facility 19414 60<sup>th</sup> Street
Bristol, WI 53104
(262) 857-7956

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

Provide information to the environmental consultant and engineer that indicates the WDNR-approved disposal facility that the contractor will use.

#### A.2 Notice to the Contractor-Solid Waste Location

The department and others completed hazardous materials assessment for locations within this project where excavation is required. Investigation for soil contamination was conducted at select locations. Results indicate that solid waste (lead-contaminated soil) is present at the following location as shown on the plans:

• Station 176+25EB to 177EB+00, from 20 feet right of reference line to project limits right, from 1 to 6 feet bgs. Approximately 67 cubic yards (approximately 114 tons at an estimated 1.7 tons per cubic yard) of lead-contaminated soil will be excavated from this area.

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

If obviously contaminated soils or signs of NR 500 non-exempt solid waste and hazardous materials are unexpectedly encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Examples of these unexpected conditions may include, but are not limited to, buried containers or tanks, noxious odors and fumes, stained soils, sheen on ground water, other industrial wastes, and significant volumes of municipal or domestic garbage.

Active groundwater monitoring wells were not observed within the construction limits. If active groundwater monitoring wells are encountered elsewhere during construction, notify the engineer and protect the wells to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

If dewatering is required at the above location, conduct the dewatering according to Section C below.

#### A.3 Excavation Management Plan Approval

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

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Name: Andrew Malsom

Address: 141 NW Barstow Street, Waukesha, WI 53187-0798

Phone: (262) 548-6705 Fax: (262) 548-6891

E-mail: <a href="mailto:andrew.malsom@dot.state.wi.us">andrew.malsom@dot.state.wi.us</a>

#### A.4 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 150 N. Patrick Blvd. Ste. 180, Brookfield, WI 53045

Contact: Bryan Bergmann

Phone: (262) 901-2126 office / (262) 227-9210 cell

Fax: (262) 879-1220

E-mail: <u>bbergmann@trccompanies.com</u>

The role of the environmental consultant will be limited to:

- Determining the location and limits of solid waste to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
- 2. Identifying soils to be hauled to the landfill facility;
- 3. Documenting that activities associated with management of solid waste are in conformance with the solid waste management methods for this project as specified herein; and
- 4. Obtaining the necessary approvals for disposal of solid waste from the landfill facility.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the area of solid waste described in A.2 to the environmental consultant. Identify the WDNR licensed landfill facility that will be used for disposal of solid waste and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the impacted area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of the solid waste.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the impacted area. Notify the environmental consultant at least three calendar days prior to commencement of excavation in the impacted area. Perform excavation in the impacted area on a continuous basis until excavation work is completed. Do not transport soil containing solid waste offsite without prior approval from the environmental consultant.

#### A.5 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

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

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

# B (Vacant)

#### **C** Construction

Supplement standard spec 205.3 with the following:

Control operations in the impacted area to minimize the quantity of soil excavated.

The environmental consultant will periodically monitor soil excavated from the area identified in A.2 above. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the

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environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

Directly load and haul solid waste soil designated by the environmental consultant for offsite disposal to the WDNR approved landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of the material. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Verify that the vehicles used to transport material are licensed for such activity according to applicable state and federal regulations. Obtain the necessary disposal facility approvals and WDNR approvals for disposal. Do not transport regulated solid waste off-site without obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

During excavations in the areas of known contamination, larger chunks of clean concrete (~2 cubic feet), asphalt and bricks shall be segregated from the fill, to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations and will be reused as designated by the engineer as fill on the project, or it will be disposed of off-site at the contractor's disposal site(s).

If dewatering is required in an area of known contamination, water generated from dewatering activities may contain contaminants and require testing, special handling, temporary storage, and disposal. Disposal of contaminated water may require use of a licensed hazardous waste hauler to transport contaminated groundwater to a treatment and disposal facility.

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

Costs associated with excavation dewatering in contaminated areas are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

#### **D** Measurement

The department will measure Management of Solid Waste by the ton of waste, accepted by the disposal facility and as documented by weight tickets.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0195.03Management of Solid WasteTON

Payment is full compensation for excavating, segregating, loading, hauling, and landfill disposal of solid waste; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; dewatering of soils prior to transport, if necessary.

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

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

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

# I. BASIC CONCEPTS

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

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
  - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
  - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>12</u> (number) TrANS Graduate(s) be utilized on this contract.
- 2) On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

<u>Eligibility and Duration:</u> To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>5</u> (*number*) TrANS Apprentice(s) be utilized on this contract.

- The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

# I. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities. Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

<u>NOTE</u>: Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.

# II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

# IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

# V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

# **ADDITIONAL SPECIAL PROVISION 3**

# DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

# 1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
  - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
  - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance. <a href="https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf">https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf</a>
  - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
    - i. Produce accurate and complete quotes.
    - ii. Understand highway plans applicable to their work.
    - iii. Understand specifications and contract requirements applicable to their work.
    - iv. Understand contracting reporting requirements.
  - (2) Wisconsin DOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
  - (3) For more comprehensive information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at: <a href="https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx">https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx</a>

#### 2. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. Bid Percentage: The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- e. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- f. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

# 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

# 4. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

# a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

## b. Documentation Submittal

The contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at DBE\_Alert@dot.wi.gov (DBE\_Alert@dot.wi.gov) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

#### (1) Bidder Meets DBE Goal

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

#### (2) Bidder Does Not Meet DBE Goal

- i. If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Efforts Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
  - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
  - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

#### c. Bidder Fails to Submit Documentation

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

# 5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith efforts will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

a. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

- b. Prime Contractors should:
  - (1) <u>Document</u> all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - (2) Prime contractors <u>may</u> request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach <u>is not</u> a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: DOTDBESupportServices@dot.wi.gov.
  - (3) Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to <a href="mailto:DOTDBESupportServices@dot.wi.gov">DOTDBESupportServices@dot.wi.gov</a>.
    - ii. SBN is the preferred outreach tool. <a href="https://www.bidx.com/wi/main">https://www.bidx.com/wi/main</a>. Other acceptable means include postal mail, email, fax, phone call.
      - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
      - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
    - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
    - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
    - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
      - (a) Email to all prospective DBE firms in relevant work areas.
      - (b) Phone call log to DBE firms who express interest via written response or call.
      - (c) Fax/letter confirmation
      - (d) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- c. <u>Evaluate DBE quotes</u> Documentation is critical if a prime does not utilize the DBE firm's quote for any reason.
  - (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 tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
  - i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
  - ii. Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- d. Immediately after notification of contract award, the prime submits all 'Commitment to Subcontract' forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
  - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
  - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
  - (3) Photocopies or electronic copies of all written solicitations to DBE's. A printed copy of SBN solicitation is acceptable.
  - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
  - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

# 6. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE, a prime contractor and the regular dealer of materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE in cases where the prime has submitted the DBE and material for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
  - (1) Request should be made when the DBE Commitment form or Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
  - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
  - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
  - (4) The joint check for supplies must be strictly for the cost of supplies.
- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following.
  - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price and delivery of materials;
  - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor,
  - (1) The prime agrees to furnish the check used for the payment of materials/supplies under the contract.
  - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractors negotiated unit price.

# 7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 5 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

# 8. Department's Criteria for DBE Participation

# **Directory of DBE firms**

a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx

b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

# 9. Counting DBE Participation

# **Assessing DBE Work**

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

# 10. Commercially Useful Function

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE is performing a commercially useful function if the following conditions are met:
  - (1) For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

# 11. Credit Evaluation for Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at <a href="https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf">https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf</a>

# 12. Credit Evaluation for Manufacturers, Suppliers, Brokers

The department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The department will count the material and supplies that a DBE provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

#### a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100**% percent of the cost of the materials or supplies toward DBE goals.
- b. Regular Dealers of Material and/or Supplies
  - (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  - (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
  - (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
    - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
    - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- c. Brokers, Transaction Expediters, Packagers, Manufacturers Representatives
  - (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit; however, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions.
  - (2) Brokerage fees have historically been calculated as 10% of the purchase amount.
  - (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.
  - (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice. WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice. Please respond to the following questions and submit with your DBE Commitment Form.

- 1. What is the product or material?
- 2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
- 3. Which contract line items were referenced to develop this quote?
- 4. What is the amount of material or product used on the project?

# 13. Credit Evaluation for DBE Primes

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

#### 14. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces for DBE credit.

# 15. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be evaluated and confirmed by the DBE Office for any contracts on which the mentor protégé team identifies itself to the DBE Office as a current participant of the Mentor Protégé Program.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

# 16. DBE Replacement or Termination

#### **Contractual Requirement**

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

# **Contractor Considerations**

a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason or is terminated from a contract, the prime contractor is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
  - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
    - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
    - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent to* request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
    - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
    - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days to respond, in writing. Exception: The prime contractor must provide a verifiable reason for a response period shorter than five days. For example a WisDOT project manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
    - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

# The Request to Replace or Terminate a DBE

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

- 1. Contract ID number.
- 2. Wisconsin DOT Contract Project Manager name and contact information.
- 3. DBE name and work type and/or NAICS code.
- 4. Contract's progress schedule.
- 5. Reason(s) for requesting that the DBE be replaced or terminated.
- 6. Attach/include all communication with the DBE to deploy/address/resolve work completion,

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

Examples of Good Causes to Replace a DBE according to the federal DBE program guidelines [49 CFR part 26.53]

- The listed DBE subcontractor fails or refuses to execute a written contract.
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent
  with normal industry standards. Provided, however, that good cause does not exist if the failure or
  refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or
  discriminatory action of the prime contractor.
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

# **Evaluation and Response to the Request**

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at <a href="mailto:DBE\_Alert@dot.wi.gov">DBE\_Alert@dot.wi.gov</a> or by calling 608-267-3849.

# 17. DBE Utilization beyond the approved DBE Commitment Form DT1506

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at <u>DBE\_Alert@dot.wi.gov</u> describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.
  If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at <a href="DBE\_Alert@dot.wi.gov">DBE\_Alert@dot.wi.gov</a>. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.
  - The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

# 18. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

# 19. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

# APPENDIX A Sample Contractor Solicitation Letter Page 1 This sample is provided as a guide not a requirement

#### **GFW SAMPLE MEMORANDUM**

TO: DBE FIRMS

DATE:

CC:

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

**LET DATE & TIME** MONTH DAY YEAR DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month-date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx

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

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. <u>Make sure</u> the correct letting date, project ID and proposal number, unit price and extension are included in your quote. We prefer quotes be sent via SBN but prime's alternatives are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <a href="https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx">https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx</a> All questions should be directed to:

Project Manager, John Doe, Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

# Sample Contractor Solicitation Letter Page 2 This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

etting Date:							
roject ID:							
ease check all that apply	the prejects o	nd itama li	atad balaw				
Yes, we will be quoting on No, we are not interested in Please take our name off your We have questions about questions	n quoting on to our monthly I	he letting OBE conta	or its items ct list			his number	
Prime Contractor 's Contact P	erson	٦		DBE Co	ntractor Co	ontact Perso	n
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County ORK DESCRIPTION:	1 X	<u>λ</u>	X	X		X	X
County ORK DESCRIPTION: Clear and Grub		2				X X	X
County  ORK DESCRIPTION:  Clear and Grub  Dump Truck Hauling	X	2	X	X			
County  ORK DESCRIPTION:  Clear and Grub  Dump Truck Hauling  Curb & Gutter/Sidewalk, Etc.	X X	2	X X	X X		X	X
County  ORK DESCRIPTION:  Clear and Grub  Dump Truck Hauling  Curb & Gutter/Sidewalk, Etc.  Erosion Control Items	X X X	2	X X X	X X X		X X	X
County  ORK DESCRIPTION:  Clear and Grub  Dump Truck Hauling  Curb & Gutter/Sidewalk, Etc.  Erosion Control Items  Signs and Posts/Markers  Traffic Control	X X X X	X	X X X X	X X X X		X X X	X X X
County  ORK DESCRIPTION:  Clear and Grub  Dump Truck Hauling  Curb & Gutter/Sidewalk, Etc.  Erosion Control Items  Signs and Posts/Markers  Traffic Control	X X X X		X X X X	X X X X		X X X X	X X X X
County  ORK DESCRIPTION:  Clear and Grub  Dump Truck Hauling  Curb & Gutter/Sidewalk, Etc.  Erosion Control Items  Signs and Posts/Markers  Traffic Control  Electrical Work/Traffic Signals	X X X X	X	X X X X X	X X X X X X X	X	X X X X X X	X X X X
County  ORK DESCRIPTION:  Clear and Grub  Dump Truck Hauling  Curb & Gutter/Sidewalk, Etc.  Erosion Control Items  Signs and Posts/Markers  Traffic Control  Electrical Work/Traffic Signals  Pavement Marking	X X X X	X	X X X X X X	X X X X X X X X	X	X X X X X X X	X X X X X X
County	X X X X X	X X X	X X X X X X X	X X X X X X X X		X X X X X X	X X X X X
County  CORK DESCRIPTION:  Clear and Grub  Dump Truck Hauling  Curb & Gutter/Sidewalk, Etc.  Erosion Control Items  Signs and Posts/Markers  Traffic Control  Electrical Work/Traffic Signals  Pavement Marking  Sawing Pavement  QMP, Base	X X X X	X X X X	X X X X X X X	X X X X X X X X	X	X X X X X X X	X X X X X X
County  CORK DESCRIPTION:  Clear and Grub  Dump Truck Hauling  Curb & Gutter/Sidewalk, Etc.  Erosion Control Items  Signs and Posts/Markers  Traffic Control  Electrical Work/Traffic Signals  Pavement Marking  Sawing Pavement  QMP, Base  Pipe Underdrain	X X X X X	X X X X	X X X X X X X	X X X X X X X X	X	X X X X X X X	X X X X X X
County  ORK DESCRIPTION:  Clear and Grub  Dump Truck Hauling  Curb & Gutter/Sidewalk, Etc.  Erosion Control Items  Signs and Posts/Markers  Traffic Control  Electrical Work/Traffic Signals  Pavement Marking  Sawing Pavement	X X X X X	X X X X	X X X X X X X	X X X X X X X X X X	X X	X X X X X X X X	X X X X X X X

# APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

# This list is not a set of requirements; it is a list of potential strategies

# **Primes**

- Ø Prime contractor open houses inviting DBE firms to see the bid "war room" or providing technical assistance.
- Ø Participate in speed networking and mosaic exercises as arranged by DBE office.
- Ø Host information sessions not directly associated with a bid letting.
- Ø Participate in a formal mentor protégé or joint venture with a DBE firm.
- Ø Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Ø Facilitate a small group DBE 'training session' Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods.
- Ø Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Ø Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

# **DBE**

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

# **APPENDIX C**

# Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

- 1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities.
- 2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
- 3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
- 4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal.
- 5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
- 6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- 7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
- 8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
- 9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
- 10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
- 11. Whether the contractor returned calls of firms expressing interest in a timely manner.

# **APPENDIX D**

# Good Faith Effort Evaluation Guidance Excerpt from Appendix A of 49 CFR Part 26

# APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - (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 DBE-preferred request.
- d. Add attachments to sub-quotes.

# 3. View sub-quote requests & responses:

- a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
- b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.

# 4. View Record of Subcontractor Outreach Effort:

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

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

# 1. View and reply to sub-quote requests from primes:

a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.

# 2. Select items when responding to sub-quote requests from primes:

- a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
- b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
- c. Add attachments to a sub-quote.

# 3. Create and send unsolicited sub-quotes to specific contractors:

a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.

# 4. Easily select and price items for unsolicited sub-quotes:

- a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
- b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
- c. Add attachments to a sub-quote.
- d. Add unsolicited work items to sub-quotes that you are responding to.

# 5. Easy Access to Valuable Information

- a. Receive a confirmation that your sub-quote was opened by a prime.
- b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
- c. View important notices and publications from DOT targeted to small and disadvantaged businesses.

# 6. Accessing Small Business Network for WisDOT contracting opportunities

- a. If you are a contractor not yet subscribing to the Bid Express service, go to <a href="www.bidx.com">www.bidx.com</a> and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
- DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

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# ADDITIONAL SPECIAL PROVISION 4

# **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

# **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

# **Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

# **ADDITIONAL SPECIAL PROVISIONS 5**

# **Fuel Cost Adjustment**

# **A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

# **B** Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

#### C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$2.15 per gallon.

# D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

 $FA = \overset{\mathbf{ag}CFI}{\overset{\circ}{\mathbf{e}}BFI} - \overset{\circ}{\overset{\circ}{\mathbf{e}}} Q \times BFI$ 

(plus is payment to contractor; minus is credit to the department)

Where FA = Fuel Cost Adjustment (plus or minus)

CFI = Current Fuel Index BFI = Base Fuel Index

Q = Monthly total gallons of fuel

# **E** Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

# Additional Special Provision 6 ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

#### 104.3 Contractor Notification

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

#### 104.3.1 General

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

#### 104.3.2 Contractor Initial Oral Notification

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

# 104.3.3 Contractor 5-Day Written Statement

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

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

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

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

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

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

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

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

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

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

Include copies of the following:

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

# 104.3.4 Region One-Day Written Acknowledgment

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

#### 104.3.5 Region 5-Day Written Response

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

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

# 104.3.6 Region Final Decision

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

#### 104.6.1.2.1 General

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

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

#### 104.6.1.2.2 Flagging

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

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

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

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

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

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

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

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

#### 104.10.1 General

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

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

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

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

# 104.10.2 Submittal and Review of a CRI Concept

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

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

#### 104.10.4.2 Payment for the CRI Work

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

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

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

#### Where:

NS = Net Savings

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

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

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

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

### 105.13 Claims Process for Unresolved Changes

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

#### 105.13.1 General

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

# 105.13.2 Notice of Claim

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

# 105.13.3 Submission of Claim

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

#### 105.13.4 Content of Claim

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

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

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

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

### 105.13.5 Department Final Decision

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

# 106.3.4.2.2.2 Freeze-Thaw Soundness

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

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

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

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

Dodge Washington Waukesha

# 208.5 Payment

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

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

# 301.2.3 Sampling and Testing

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

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

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

# 301.2.4.5 Aggregate Base Physical Properties

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

(1) Furnish aggregates conforming to the following:

# TABLE 301-2 AGGREGATE BASE PHYSICAL PROPERTIES

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

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

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

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

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

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

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

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

# 450.2.2 Aggregate Sampling and Testing

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

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

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

# 450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve

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

### 450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve

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

# 450.3.2.8 Jointing

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

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

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

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

# 455.2.5 Tack Coat

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

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

# 460.2.2.3 Aggregate Gradation Master Range

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

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

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

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

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

# 460.2.7 HMA Mixture Design

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

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

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

# **TABLE 460-2 MIXTURE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Blended aggregate gradations:

#### Drum plants:

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

#### Batch plants:

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

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

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

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

Maximum specific gravity according to AASHTO T209.

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

VMA by calculation according to AASHTO R35.

#### 460.2.8.2.1.4.2 Control Charts

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

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

### 460.2.8.2.1.5 Control Limits

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

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

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

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

### 460.3.2 Thickness

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

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

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

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

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

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

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

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

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

### 460.3.3.1 Minimum Required Density

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

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

<b>TABLE 460-3</b>	MINIMIIM	REQUIRED	DENSITY[1]
I ADLL TUUT		ILLGOUILLD	DEMOIL 1.

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

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

### 460.3.3.2 Pavement Density Determination

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

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

### 460.5.2.1 General

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

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

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

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

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

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

### 501.2.5.5 Sampling and Testing

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

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

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

### 505.2.2 Bar Steel Reinforcement

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

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

### 505.2.3 High-Strength Bar Steel Reinforcement

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

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

### 505.2.4.1 General

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

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

### 505.2.6.1 General

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

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

### 505.2.6.2.2 Solid Dowel Bars

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

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

### 625.3.2 Processing Topsoil or Salvaged Topsoil

Delete paragraph four effective with the December 2019 letting.

### 701.3.1 General

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

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

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

TEST	MINIMUM REQUIRED CERTIFICATION
STANDARD	(any one of the certifications listed for each test)
0.00.00.00	Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG)
CMM 8-30.9.2	PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC)
	Grading Technician I (GRADINGTEC-I)
	Grading Assistant Certified Technician (ACT-GRADING)
AASHTO T2 <sup>[1][4]</sup>	TMS, AGGTECT-1, ACT-AGG
AASHTO T11 <sup>[1]</sup>	
AASHTO T27 <sup>[1]</sup>	AGGTEC-I, ACT-AGG
AASHTO T255 <sup>[1]</sup>	A00120-1, A01-A00
ASTM D5821 <sup>[1]</sup>	
AASHTO T89	Aggregate Testing for Transportation Systems (ATTS)
AASHTO T90 <sup>[3]</sup>	GRADINGTEC-I, or ACT-GRADING
AASHTO R60	
AASHTO T152 <sup>[2]</sup>	
AASHTO TP118 <sup>[5]</sup>	DOOTEO 4
AASHTO T119 <sup>[2]</sup>	PCCTEC-1 ACT-PCC
ASTM C1064	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
AASHTO T23	
AASHTO M201	
AASHTO T22	Concrete Strength Tester (CST)
AASHTO T97	CST Assistant Certified Technician (ACT-CST)
_	PROFILER
	STANDARD  CMM 8-30.9.2  AASHTO T2 <sup>[1][4]</sup> AASHTO T11 <sup>[1]</sup> AASHTO T27 <sup>[1]</sup> AASHTO T255 <sup>[1]</sup> ASHTO T89  AASHTO T90 <sup>[3]</sup> AASHTO T90 <sup>[3]</sup> AASHTO T152 <sup>[2]</sup> AASHTO T118 <sup>[5]</sup> AASHTO T119 <sup>[2]</sup> ASTM C1064  AASHTO T23  AASHTO M201  AASHTO T22

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

### 715.2.1 General

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

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

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

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

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

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

### 715.3.1.1 General

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

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

### 730.3.1 General

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

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

### 730.3.2 Contractor QC Testing

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

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

### 730.3.4.1 Contractor QC Testing

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

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

### 740.3.2 Contractor QC Testing

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

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

### **Errata**

### 614.3.6 Thrie Beam Structure Approach Retro Fits

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

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

### **628.3.7 Mobilizations for Erosion Control**

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

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

### **ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction
  - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  - 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  - 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a> within 5 days of payment receipt to be logged manually.

\*\*\*Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

 $\underline{https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-\underline{manual.pdf}}$ 

## ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll or Labor Data Submittal

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

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

- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a>. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- 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 <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

### VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

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

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. You may contact the person to
  which this proposal is submitted for assistance in obtaining a
  copy of those regulations. "First Tier Covered Transactions"
  refers to any covered transaction between a grantee or
  subgrantee of Federal funds and a participant (such as the
  prime or general contract). "Lower Tier Covered Transactions"
  refers to any covered transaction under a First Tier Covered
  Transaction (such as subcontracts). "First Tier Participant"
  refers to the participant who has entered into a covered
  transaction with a grantee or subgrantee of Federal funds
  (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* :

### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief. that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

### **Non-discrimination Provisions**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **SEPTEMBER 2002**

## NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

### **Goals for Minority Participation for Each Trade:**

_County_	<u>%</u>	_County_	_%_	_County_	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

### Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director Office of Federal Contract Compliance Programs Ruess Federal Plaza 310 W. Wisconsin Ave., Suite 1115 Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

### **APRIL 2013**

### ADDITIONAL FEDERAL-AID PROVISIONS

### NOTICE TO ALL BIDDERS

To report bid rigging activities call:

### 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

### **Effective August 2015 letting**

### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

### https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

https://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc

1 of 1

### Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

- (a) Agreement Clauses. "Use of United States-flag vessels:"
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

## WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

## SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID

### I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

### II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site
  established specifically for the performance of the contract where a
  significant portion of such building or work is constructed and the physical
  place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

### III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

### IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- · FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- · U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20200010 01/03/2020

Superseded General Decision Number: WI20190010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

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

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

Modification Number

Publication Date

0

01/03/2020

BRWI0001-002 06/03/2019

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

Rates Fringes

BRICKLAYER.....\$ 33.80 24.28

BRW10002-002 06/01/2019

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,

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

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

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

Rates Fringes
BRICKLAYER......\$ 34.18 23.90

BRWI0004-002 06/01/2019			
KENOSHA, RACINE, AND WALWORTH CO	UNTIES		
	Rates	Fringes	
BRICKLAYER		25.10	
BRWI0006-002 06/01/2019			
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,	-		
	Rates	Fringes	
BRICKLAYER	.,	23.02	
BRWI0007-002 06/03/2019			
GREEN, LAFAYETTE, AND ROCK COUNT	TES		
	Rates	Fringes	
BRICKLAYER	.,	24.22	
BRWI0008-002 06/01/2019			
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COU	INTIES	
	Rates	Fringes	
BRICKLAYER		24.22	
BRWI0011-002 06/03/2019			
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES			
	Rates	Fringes	
BRICKLAYER	.\$ 34.18	23.90	

BRWI0019-002 06/03/2019

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

COLUMBIA AND SAUK COUNTIES

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

Rates Fringes

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

CARP0252-002 06/01/2016

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

Rates Fringes

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

Rates Fringes

PILEDRIVERMAN

Zone A.....\$ 31.03 22.69

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

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

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

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

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

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ELEC0127-002 06/01/2019

KENOSHA COUNTY

Rates Fringes

Electricians: \$40.49 30%+12.07

ELEC0158-002 06/03/2019

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),

MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

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

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

	Rates	Fringes
Electricians:	.\$ 40.30	22.24
ELEC0219-004 06/01/2016		

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

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000	\$ 32.38	18.63
Electrical contracts unde	r	
\$180,000	\$ 30.18	18.42

DOUGLAS COUNTY

ELEC0242-005 05/16/2018

	Rates	
Electricians:	\$ 36.85	26.17

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ELEC0388-002 06/03/2019

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

Rates Fringes

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

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ELEC0430-002 06/01/2019

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 40.30 22.04

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ELEC0494-005 06/01/2019

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

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

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ELEC0494-006 06/01/2019

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

Rates Fringes

Electricians:.....\$ 34.73 22.27

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ELEC0494-013 06/01/2019

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet

Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 20.53	18.13
Technician	\$ 30.18	19.58

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

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

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

	Rates	Fringes
Electricians:		
ELEC0953-001 06/02/2019		
	Rates	Fringes
Line Construction:		
(1) Lineman	.\$ 47.53	31.5%+7.41
(2) Heavy Equipment		
Operator	.\$ 45.15	31.5%+7.35
(3) Equipment Operator	.\$ 38.02	31.5%+7.18
(4) Heavy Groundman Driver.	.\$ 33.27	31.5%+7.06
(5) Light Groundman Driver.	.\$ 30.89	31.5%+7.00
(6) Groundsman		31.5%+6.89

ENGI0139-005 06/03/2019

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

#### HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour
EPA Level ""B"" protection - \$2.00 per hour
EPA Level ""C"" protection - \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock

breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender.

GROUP 6: Off-road material hauler with or without ejector.

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IRON0008-002 06/03/2018

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

Rates Fringes

IRONWORKER.....\$ 32.98 27.47

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

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IRON0008-003 06/03/2018

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

Rates Fringes

IRONWORKER...... \$ 34.88 27.72

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

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IRON0383-001 06/01/2019

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

	Rates	Fringes	
IRONWORKER		26.57	
IRON0498-005 06/01/2019			
GREEN (S.E. 1/3), ROCK (South o	f Edgerton a	nd Milton), and	
	Rates	Fringes	
IRONWORKER			
IRON0512-008 05/01/2018			
BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES			
	Rates	Fringes	
IRONWORKER		10.10	
IRON0512-021 05/01/2018			
ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES			
	Rates	Fringes	
IRONWORKER		10.10	
LAB00113-002 06/03/2019			
MILWAUKEE AND WAUKESHA COUNTIES			
	Rates	Fringes	
LABORER			
Group 1	\$ 29.02	21.92	

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

#### LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/03/2019

#### OZAUKEE AND WASHINGTON COUNTIES

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

#### LABORERS CLASSIFICATIONS

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

GROUP 2: Air Tool Operator; Joint Sawer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/03/2019

KENOSHA AND RACINE COUNTIES

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

#### LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/03/2019

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

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

#### LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;

Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/03/2019

DANE COUNTY

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

#### LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

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

PAIN0108-002 06/01/2019

RACINE COUNTY

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

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

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

PREMIUM PAY:

hour.

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

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

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

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

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

#### KENOSHA AND WALWORTH COUNTIES

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

PAIN1011-002 06/02/2019

#### FLORENCE COUNTY

	Rates	Fringes
Painters:	\$ 25.76	13.33

#### PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1	\$ 39.46	17.17
Area 2 (BAC)	\$ 35.07	19.75
Area 3	\$ 35.61	19.40
Area 4	\$ 34.70	20.51
Area 5	\$ 36.27	18.73
Area 6	\$ 32.02	22.99

#### AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2019

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles	.\$ 29.57	22.03
3 or more Axles; Euclids		
Dumptor & Articulated,		
Truck Mechanic	.\$ 29.72	22.03
WELL DRILLER	.\$ 16.52	3.70

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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# NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.







Page 1 of 26

**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

0002         201.0105         59.000           Clearing         STA           0004         201.0120         28.000           Clearing         ID           0006         201.0205         59.000           Grubbing         STA           0008         201.0220         28.000           Grubbing         ID	Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
Clearing	002				·
Grubbing STA	004			·	
Grubbing	006			·	
Removing Small Pipe Culverts   EACH	800				
Removing Old Structure (station) 01. Sta 36+85	010			<u> </u>	
Removing Old Structure Over Waterway (station) 01. Sta. 174+66	012	Removing Old Structure (station) 01. Sta	LS	LUMP SUM	
Removing Pavement       SY	014	Removing Old Structure Over Waterway	LS	LUMP SUM	<del>.</del>
Removing Asphaltic Surface Butt Joints   SY	016				
Removing Asphaltic Surface Milling   TON	018			<u> </u>	
Removing Curb & Gutter     LF	020				
Removing Concrete Sidewalk         SY            0026         204.0170         1,125.000	022			<u> </u>	<u> </u>
·	024		·		
	026				
0028       204.0195       18.000         Removing Concrete Bases       EACH	028				
0030 204.0210 39.000  Removing Manholes EACH	030				
0032 204.0220 17.000  Removing Inlets EACH	032				







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0245 Removing Storm Sewer (size) 01. 12- Inch	52.000 LF	·	
0036	204.0245 Removing Storm Sewer (size) 02. 15-Inch	365.000 LF		·
0038	204.0245 Removing Storm Sewer (size) 03. 18- Inch	776.000 LF	·	<u> </u>
0040	204.0245 Removing Storm Sewer (size) 04. 24X36-Inch	160.000 LF	<del>.</del>	·
0042	204.0245 Removing Storm Sewer (size) 05. 30- Inch	100.000 LF	<del>.</del>	·
0044	204.0245 Removing Storm Sewer (size) 06. 42- Inch	1,141.000 LF	<del>.</del>	
0046	204.0245 Removing Storm Sewer (size) 07. 43x64-Inch	467.000 LF	<del>.</del>	·
0048	204.9090.S Removing (item description) 01. Wood Landscape Wall	40.000 LF		
0050	204.9105.S Removing (item description) 01.Traffic Signals CTH S & CTH H	LS	LUMP SUM	·
0052	204.9105.S Removing (item description) 02.Traffic Signals CTH S & Brumback Boulevard	LS	LUMP SUM	·
0054	204.9105.S  Removing (item description) 03.Loop  Detector Wire and Lead-in Cable CTH S  & CTH H	LS	LUMP SUM	
0056	204.9105.S  Removing (item description) 04. Loop Detector Wire and Lead-in Cable CTH S & Brumback Boulevard	LS	LUMP SUM	







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	204.9105.S Removing (item description) 05. Loop Detector Wire and Lead-In Cable CTH S & STH 31 Project 3210-00-75	LS	LUMP SUM	
0060	204.9105.S Removing (item description) 06. Loop Detector Wire & Lead-In Cable CTH S & STH 31 Project 3340-10-70	LS	LUMP SUM	
0062	205.0100 Excavation Common	255,514.000 CY	·	
0064	205.0501.S  Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	1,931.000 TON	·	·
0066	206.1000 Excavation for Structures Bridges (structure) 01. B-30-139	LS	LUMP SUM	
0068	206.2000 Excavation for Structures Culverts (structure) 01. C-30-07	LS	LUMP SUM	
0070	206.5000 Cofferdams (structure) 01. C-30-07	LS	LUMP SUM	
0072	208.0100 Borrow	80,732.000 CY		
0074	210.1500 Backfill Structure Type A	520.000 TON		
0076	210.2500 Backfill Structure Type B	5,830.000 TON		<u></u>
0078	213.0100 Finishing Roadway (project) 01. 3210- 00-75	1.000 EACH	·	
0080	213.0100 Finishing Roadway (project) 02. 3340- 10-70	1.000 EACH	·	:
0082	305.0110 Base Aggregate Dense 3/4-Inch	2,553.300 TON		
0084	305.0120 Base Aggregate Dense 1 1/4-Inch	134,470.000 TON		







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0086	305.0500 Shaping Shoulders	2.000 STA		·
0088	311.0110 Breaker Run	112,035.000 TON		·
0090	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	168.000 EACH	·	<del></del>
0092	390.0403 Base Patching Concrete Shes	95.000 SY	·	·
0094	415.0410 Concrete Pavement Approach Slab	128.000 SY		
0096	416.0160 Concrete Driveway 6-Inch	193.000 SY		
0098	416.0610 Drilled Tie Bars	26.000 EACH		
0100	416.0620 Drilled Dowel Bars	64.000 EACH		
0102	450.4000 HMA Cold Weather Paving	7,745.000 TON		
0104	455.0605 Tack Coat	19,510.000 GAL		
0106	460.2000 Incentive Density HMA Pavement	31,060.000 DOL	1.00000	31,060.00
0108	460.5223 HMA Pavement 3 LT 58-28 S	800.000 TON	·	
0110	460.5224 HMA Pavement 4 LT 58-28 S	540.000 TON	·	
0112	460.6223 HMA Pavement 3 MT 58-28 S	32,590.000 TON	<u> </u>	<u> </u>
0114	460.6224 HMA Pavement 4 MT 58-28 S	13,075.000 TON		
0116	460.6424 HMA Pavement 4 MT 58-28 H	1,514.000 TON	·	·







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	465.0105 Asphaltic Surface	1,885.000 TON		
0120	465.0120 Asphaltic Surface Driveways and Field Entrances	290.000 TON		·
0122	465.0125 Asphaltic Surface Temporary	1,240.000 TON		
0124	465.0310 Asphaltic Curb	750.000 LF		
0126	465.0315 Asphaltic Flumes	131.000 SY		
0128	502.0100 Concrete Masonry Bridges	846.000 CY		
0130	502.3200 Protective Surface Treatment	1,108.000 SY	<u> </u>	
0132	502.3210 Pigmented Surface Sealer	332.000 SY		
0134	502.4205 Adhesive Anchors No. 5 Bar	126.000 EACH		
0136	503.0136 Prestressed Girder Type I 36-Inch	867.000 LF		
0138	504.0100 Concrete Masonry Culverts	281.000 CY		
0140	504.0900 Concrete Masonry Endwalls	7.000 CY		
0142	505.0400 Bar Steel Reinforcement HS Structures	40,500.000 LB		
0144	505.0600 Bar Steel Reinforcement HS Coated Structures	123,030.000 LB		·
0146	505.0800.S Bar Steel Reinforcement HS Stainless Structures	1,940.000 LB	<u> </u>	<u> </u>
0148	506.2605 Bearing Pads Elastomeric Non- Laminated	36.000 EACH		<u> </u>







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	506.4000 Steel Diaphragms (structure) 01. B-30- 139	15.000 EACH		
0152	511.1200 Temporary Shoring (structure) 01. C-30- 07	1,560.000 SF	·	
0154	516.0500 Rubberized Membrane Waterproofing	77.000 SY		
0156	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	20.000 EACH	·	·
0158	521.1015 Apron Endwalls for Culvert Pipe Steel 15-Inch	8.000 EACH	·	·
0160	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	10.000 EACH	·	·
0162	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	2.000 EACH	·	·
0164	521.1036 Apron Endwalls for Culvert Pipe Steel 36-Inch	2.000 EACH		
0166	521.1048 Apron Endwalls for Culvert Pipe Steel 48-Inch	4.000 EACH		<u> </u>
0168	521.1235 Apron Endwalls for Pipe Arch Steel 35x24-Inch	4.000 EACH		
0170	521.1257 Apron Endwalls for Pipe Arch Steel 57x38-Inch	4.000 EACH		<u> </u>
0172	521.3112 Culvert Pipe Corrugated Steel 12-Inch	287.000 LF		
0174	521.3115 Culvert Pipe Corrugated Steel 15-Inch	108.000 LF		
0176	521.3118 Culvert Pipe Corrugated Steel 18-Inch	158.000 LF		







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0178	521.3124 Culvert Pipe Corrugated Steel 24-Inch	65.000 LF		
0180	521.3136 Culvert Pipe Corrugated Steel 36-Inch	100.000 LF	<u> </u>	
0182	521.3148 Culvert Pipe Corrugated Steel 48-Inch	97.000 LF		
0184	521.3735 Pipe Arch Corrugated Steel 35x24-Inch	216.000 LF	·	·
0186	521.3757 Pipe Arch Corrugated Steel 57x38-Inch	197.000 LF	·	<u> </u>
0188	522.0121 Culvert Pipe Reinforced Concrete Class III 21-Inch	65.000 LF	·	·
0190	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	91.000 LF	·	
0192	522.0148 Culvert Pipe Reinforced Concrete Class III 48-Inch	74.000 LF		·
0194	522.0421 Culvert Pipe Reinforced Concrete Class IV 21-Inch	32.000 LF	<u></u>	
0196	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	12.000 EACH		·
0198	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	18.000 EACH		·
0200	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	11.000 EACH	·	·
0202	522.1021 Apron Endwalls for Culvert Pipe Reinforced Concrete 21-Inch	4.000 EACH	·	·
0204	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	·	·







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	3.000 EACH	·	
0208	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	3.000 EACH		
0210	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	2.000 EACH		<del>.</del>
0212	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	4.000 EACH	·	
0214	522.2424  Culvert Pipe Reinforced Concrete  Horizontal Elliptical Class HE-IV 24x38-Inch	251.000 LF		
0216	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	1.000 EACH		
0218	522.2624  Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	7.000 EACH		
0220	522.2638  Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 38x60-Inch	6.000 EACH		<del></del>
0222	550.2106 Piling CIP Concrete 10 3/4 X 0.365-Inch	4,080.000 LF		
0224	601.0407 Concrete Curb & Gutter 18-Inch Type D	174.000 LF		<u></u>
0226	601.0411 Concrete Curb & Gutter 30-Inch Type D	454.000 LF		
0228	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	27,803.000 LF		<del>.</del>
0230	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	456.000 LF	·	·







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0232	602.0410 Concrete Sidewalk 5-Inch	21,063.000 SF		
0234	602.0505 Curb Ramp Detectable Warning Field Yellow	404.000 SF		·
0236	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	224.000 SF	·	·
0238	603.1342 Concrete Barrier Type S42B	43.000 LF		
0240	603.8000 Concrete Barrier Temporary Precast Delivered	600.000 LF	·	·
0242	603.8125 Concrete Barrier Temporary Precast Installed	600.000 LF	·	<u>-</u>
0244	604.0500 Slope Paving Crushed Aggregate	736.000 SY		
0246	606.0200 Riprap Medium	437.000 CY		
0248	606.0300 Riprap Heavy	137.000 CY		
0250	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	813.000 LF		·
0252	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	332.000 LF	·	·
0254	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	156.000 LF	<u> </u>	·
0256	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	114.000 LF	<u></u>	<u></u>
0258	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	1,103.000 LF		







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0260	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	384.000 LF	<del></del>	·
0262	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,967.000 LF	·	
0264	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	1,199.000 LF		
0266	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	679.000 LF		·
0268	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	351.000 LF		
0270	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	339.000 LF	·	·
0272	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	88.000 LF		·
0274	608.2419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30- Inch	115.000 LF		
0276	608.2424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38- Inch	331.000 LF		·
0278	611.0420 Reconstructing Manholes	1.000 EACH		·
0280	611.0530 Manhole Covers Type J	7.000 EACH		
0282	611.0612 Inlet Covers Type C	7.000 EACH	·	<u> </u>
0284	611.0624 Inlet Covers Type H	3.000 EACH	·	
0286	611.0627 Inlet Covers Type HM	108.000 EACH	·	







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Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0288	611.0645 Inlet Covers Type MS-A	33.000 EACH		
0290	611.0654 Inlet Covers Type V	1.000 EACH		
0292	611.1004 Catch Basins 4-FT Diameter	8.000 EACH		·
0294	611.1005 Catch Basins 5-FT Diameter	1.000 EACH		·
0296	611.1006 Catch Basins 6-FT Diameter	4.000 EACH		<u> </u>
0298	611.1230 Catch Basins 2x3-FT	6.000 EACH		
0300	611.2005 Manholes 5-FT Diameter	4.000 EACH		
0302	611.2006 Manholes 6-FT Diameter	9.000 EACH		<u> </u>
0304	611.2008 Manholes 8-FT Diameter	3.000 EACH	<u></u>	
0306	611.3004 Inlets 4-FT Diameter	25.000 EACH		
0308	611.3230 Inlets 2x3-FT	64.000 EACH		
0310	611.3901 Inlets Median 1 Grate	3.000 EACH		
0312	611.8115 Adjusting Inlet Covers	15.000 EACH		<u> </u>
0314	611.8120.S Cover Plates Temporary	5.000 EACH		
0316	611.9800.S Pipe Grates	11.000 EACH		<u> </u>
0318	612.0206 Pipe Underdrain Unperforated 6-Inch	4,406.000 LF		
0320	612.0406 Pipe Underdrain Wrapped 6-Inch	7,932.000 LF		







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0322	612.0700 Drain Tile Exploration	10,000.000 LF	·	
0324	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	23.000 EACH	·	
0326	614.0150 Anchor Assemblies for Steel Plate Beam Guard	2.000 EACH	·	
0328	614.0905 Crash Cushions Temporary	4.000 EACH	<u> </u>	
0330	614.0920 Salvaged Rail	3,697.000 LF	·	·
0332	614.0925 Salvaged Guardrail End Treatments	1.000 EACH	·	·
0334	614.2300 MGS Guardrail 3	1,350.000 LF	·	<u> </u>
0336	614.2500 MGS Thrie Beam Transition	197.000 LF		
0338	614.2610 MGS Guardrail Terminal EAT	5.000 EACH	·	
0340	614.2620 MGS Guardrail Terminal Type 2	2.000 EACH	·	·
0342	616.0206 Fence Chain Link 6-FT	187.000 LF	<u> </u>	<u> </u>
0344	619.1000 Mobilization	1.000 EACH		
0346	620.0300 Concrete Median Sloped Nose	1,882.000 SF	<u> </u>	
0348	621.0100 Landmark Reference Monuments	3.000 EACH		
0350	624.0100 Water	9,222.000 MGAL		<u> </u>
0352	625.0500 Salvaged Topsoil	226,050.000 SY		







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Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0354	627.0200 Mulching	172,015.000 SY		·
0356	628.1104 Erosion Bales	1,000.000 EACH		
0358	628.1504 Silt Fence	5,286.000 LF		<u> </u>
0360	628.1520 Silt Fence Maintenance	43,482.000 LF		·
0362	628.1905 Mobilizations Erosion Control	25.000 EACH		·
0364	628.1910 Mobilizations Emergency Erosion Control	25.000 EACH		
0366	628.2004 Erosion Mat Class I Type B	51,299.000 SY		
0368	628.2027 Erosion Mat Class II Type C	6,800.000 SY		
0370	628.6505 Soil Stabilizer Type A	10.000 ACRE	<u></u>	
0372	628.6510 Soil Stabilizer Type B	10.000 ACRE		
0374	628.7005 Inlet Protection Type A	164.000 EACH		
0376	628.7010 Inlet Protection Type B	20.000 EACH		
0378	628.7015 Inlet Protection Type C	100.000 EACH		
0380	628.7020 Inlet Protection Type D	54.000 EACH	<u></u>	
0382	628.7504 Temporary Ditch Checks	988.000 LF		
0384	628.7555 Culvert Pipe Checks	242.000 EACH		
0386	628.7560 Tracking Pads	20.000 EACH		







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0388	628.7570 Rock Bags	250.000 EACH		<u> </u>
0390	629.0210 Fertilizer Type B	158.080 CWT	·	<u> </u>
0392	630.0110 Seeding Mixture No. 10	916.000 LB		
0394	630.0120 Seeding Mixture No. 20	1,310.000 LB	<u> </u>	
0396	630.0130 Seeding Mixture No. 30	748.000 LB		
0398	630.0140 Seeding Mixture No. 40	2.300 LB		
0400	630.0200 Seeding Temporary	1,686.000 LB		
0402	630.0300 Seeding Borrow Pit	300.000 LB	<u> </u>	<u> </u>
0404	630.0500 Seed Water	4,650.000 MGAL		<u></u>
0406	631.0300 Sod Water	488.000 MGAL	<u> </u>	<u></u>
0408	631.1000 Sod Lawn	19,290.000 SY		
0410	633.5200 Markers Culvert End	75.000 EACH		<u></u> .
0412	634.0612 Posts Wood 4x6-Inch X 12-FT	7.000 EACH		<u> </u>
0414	634.0614 Posts Wood 4x6-Inch X 14-FT	33.000 EACH		
0416	634.0616 Posts Wood 4x6-Inch X 16-FT	112.000 EACH		
0418	634.0618 Posts Wood 4x6-Inch X 18-FT	33.000 EACH		
0420	634.0620 Posts Wood 4x6-Inch X 20-FT	5.000 EACH		<u></u>







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0422	634.0622 Posts Wood 4x6-Inch X 22-FT	5.000 EACH		·
0424	634.0624 Posts Wood 4x6-Inch X 24-FT	1.000 EACH		·
0426	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	2.000 EACH		·
0428	637.2210 Signs Type II Reflective H	1,993.550 SF		·
0430	637.2215 Signs Type II Reflective H Folding	74.600 SF		·
0432	637.2230 Signs Type II Reflective F	256.200 SF		
0434	638.2102 Moving Signs Type II	15.000 EACH		
0436	638.2602 Removing Signs Type II	116.000 EACH		·
0438	638.3000 Removing Small Sign Supports	85.000 EACH		·
0440	638.4000 Moving Small Sign Supports	3.000 EACH		·
0442	643.0300 Traffic Control Drums	304,027.000 DAY	·	·
0444	643.0420 Traffic Control Barricades Type III	23,389.000 DAY		
0446	643.0500 Traffic Control Flexible Tubular Marker Posts	821.000 EACH	·	·
0448	643.0600 Traffic Control Flexible Tubular Marker Bases	821.000 EACH		
0450	643.0705 Traffic Control Warning Lights Type A	46,779.000 DAY		
0452	643.0715 Traffic Control Warning Lights Type C	13,235.000 DAY		







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0454	643.0800 Traffic Control Arrow Boards	1,096.000 DAY	·	
0456	643.0900 Traffic Control Signs	43,660.000 DAY	<u> </u>	
0458	643.0920 Traffic Control Covering Signs Type II	31.000 EACH	·	
0460	643.1050 Traffic Control Signs PCMS	742.000 DAY	<u>-</u>	·
0462	643.1070 Traffic Control Cones 42-Inch	10,240.000 DAY		
0464	643.5000 Traffic Control	1.000 EACH		<u> </u>
0466	645.0105 Geotextile Type C	285.000 SY	<u> </u>	
0468	645.0111 Geotextile Type DF Schedule A	132.000 SY		
0470	645.0120 Geotextile Type HR	3,505.000 SY		
0472	646.1020 Marking Line Epoxy 4-Inch	46,795.000 LF		
0474	646.1545  Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	257.000 LF	·	·
0476	646.3020 Marking Line Epoxy 8-Inch	7,236.000 LF		
0478	646.3545  Marking Line Grooved Wet Ref Contrast Epoxy 8-Inch	2,284.000 LF	·	·
0480	646.5020 Marking Arrow Epoxy	42.000 EACH		
0482	646.5120 Marking Word Epoxy	21.000 EACH		
0484	646.5320 Marking Railroad Crossings Epoxy	4.000 EACH		







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0486	646.6120 Marking Stop Line Epoxy 18-Inch	528.000 LF		
0488	646.6220 Marking Yield Line Epoxy 18-Inch	26.000 EACH	·	
0490	646.6464 Cold Weather Marking Epoxy 4-Inch	12,893.000 LF	<u> </u>	
0492	646.6468 Cold Weather Marking Epoxy 8-Inch	352.000 LF		
0494	646.7120 Marking Diagonal Epoxy 12-Inch	1,646.000 LF	·	
0496	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,716.000 LF	·	·
0498	646.8120 Marking Curb Epoxy	588.000 LF	·	
0500	646.8220 Marking Island Nose Epoxy	19.000 EACH	·	
0502	646.9000 Marking Removal Line 4-Inch	12,867.000 LF	·	
0504	646.9100 Marking Removal Line 8-Inch	1,396.000 LF	·	
0506	646.9200 Marking Removal Line Wide	778.000 LF	·	
0508	646.9300 Marking Removal Special Marking	13.000 EACH	·	
0510	649.0105 Temporary Marking Line Paint 4-Inch	50,035.000 LF	·	
0512	649.0150 Temporary Marking Line Removable Tape 4-Inch	138,404.000 LF	·	·
0514	649.0205 Temporary Marking Line Paint 8-Inch	636.000 LF		
0516	649.0250 Temporary Marking Line Removable Tape 8-Inch	14,075.000 LF	·	<del>.</del>







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0518	649.0505 Temporary Marking Arrow Paint	14.000 EACH		
0520	649.0550 Temporary Marking Arrow Removable Tape	67.000 EACH		<del>.</del>
0522	649.0605 Temporary Marking Word Paint	7.000 EACH	·	
0524	649.0650 Temporary Marking Word Removable Tape	26.000 EACH	·	
0526	649.0770 Temporary Marking Raised Pavement Marker Type II	119.000 EACH	·	·
0528	649.0805 Temporary Marking Stop Line Paint 18- Inch	140.000 LF	·	
0530	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	602.000 LF		·
0532	649.0960 Temporary Marking Removable Mask Out Tape 6-Inch	2,084.000 LF		·
0534	650.4000 Construction Staking Storm Sewer	208.000 EACH		
0536	650.4500 Construction Staking Subgrade	23,408.000 LF	·	
0538	650.5000 Construction Staking Base	24,787.000 LF		
0540	650.5500 Construction Staking Curb Gutter and Curb & Gutter	28,887.000 LF	·	·
0542	650.6000 Construction Staking Pipe Culverts	11.000 EACH		
0544	650.6500 Construction Staking Structure Layout (structure) 01. B-30-139	LS	LUMP SUM	







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0546	650.6500 Construction Staking Structure Layout (structure) 02. C-30-07	LS	LUMP SUM	<del></del>
0548	650.7500 Construction Staking Concrete Barrier	43.000 LF		
0550	650.8000 Construction Staking Resurfacing Reference	1,386.000 LF		
0552	650.8500 Construction Staking Electrical Installations (project) 01. 3210-00-75	LS	LUMP SUM	<del>.</del>
0554	650.9000 Construction Staking Curb Ramps	40.000 EACH		
0556	650.9910 Construction Staking Supplemental Control (project) 01. 3210-00-75	LS	LUMP SUM	·
0558	650.9910 Construction Staking Supplemental Control (project) 02. 3340-10-70	LS	LUMP SUM	·
0560	650.9920 Construction Staking Slope Stakes	24,787.000 LF		
0562	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	3,306.000 LF		·
0564	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	3,763.000 LF	·	
0566	652.0700.S Install Conduit into Existing Item	2.000 EACH		
0568	652.0800 Conduit Loop Detector	1,092.000 LF		
0570	653.0135 Pull Boxes Steel 24x36-Inch	14.000 EACH		
0572	653.0140 Pull Boxes Steel 24x42-Inch	31.000 EACH		
0574	653.0905 Removing Pull Boxes	35.000 EACH		



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## **Proposal Schedule of Items**

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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0576	654.0101 Concrete Bases Type 1	9.000 EACH	·	
0578	654.0102 Concrete Bases Type 2	5.000 EACH	·	·
0580	654.0105 Concrete Bases Type 5	4.000 EACH	·	<u> </u>
0582	654.0113 Concrete Bases Type 13	3.000 EACH	·	·
0584	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH		·
0586	655.0230 Cable Traffic Signal 5-14 AWG	1,249.000 LF	<u> </u>	
0588	655.0240 Cable Traffic Signal 7-14 AWG	2,332.000 LF	·	·
0590	655.0260 Cable Traffic Signal 12-14 AWG	3,481.000 LF	·	·
0592	655.0280 Cable Traffic Signal 19-14 AWG	1,014.000 LF	<u> </u>	
0594	655.0320 Cable Type UF 2-10 AWG Grounded	3,157.000 LF	·	·
0596	655.0515 Electrical Wire Traffic Signals 10 AWG	6,408.000 LF		
0598	655.0610 Electrical Wire Lighting 12 AWG	2,159.000 LF	<u> </u>	
0600	655.0700 Loop Detector Lead In Cable	6,072.000 LF		
0602	655.0800 Loop Detector Wire	4,100.000 LF		
0604	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. CTH S & CTH H	LS	LUMP SUM	·







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0606	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. CTH S & Brumback Boulevard	LS	LUMP SUM	
0608	657.0100 Pedestal Bases	9.000 EACH		,
0610	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	9.000 EACH	·	<u> </u>
0612	657.0310 Poles Type 3	5.000 EACH		,
0614	657.0322 Poles Type 5-Aluminum	4.000 EACH		<u></u>
0616	657.0360 Poles Type 13	3.000 EACH		
0618	657.0420 Traffic Signal Standards Aluminum 13-FT	3.000 EACH		
0620	657.0425 Traffic Signal Standards Aluminum 15-FT	4.000 EACH		
0622	657.0430 Traffic Signal Standards Aluminum 10-FT	3.000 EACH		
0624	657.0535 Monotube Arms 35-FT	1.000 EACH		
0626	657.0545 Monotube Arms 45-FT	2.000 EACH		
0628	657.0555 Monotube Arms 55-FT	3.000 EACH		
0630	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	5.000 EACH	·	·
0632	657.0610 Luminaire Arms Single Member 4 1/2- Inch Clamp 6-FT	4.000 EACH		
0634	657.0815 Luminaire Arms Steel 15-FT	8.000 EACH		







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0636	658.0173 Traffic Signal Face 3S 12-Inch	23.000 EACH		
0638	658.0174 Traffic Signal Face 4S 12-Inch	12.000 EACH	<del>.</del>	·
0640	658.0416 Pedestrian Signal Face 16-Inch	14.000 EACH	·	
0642	658.0500 Pedestrian Push Buttons	15.000 EACH	·	·
0644	658.5069 Signal Mounting Hardware (location) 01. CTH S & CTH H	LS	LUMP SUM	·
0646	658.5069 Signal Mounting Hardware (location) 02. CTH S & Brumback Boulevard	LS	LUMP SUM	<u> </u>
0648	658.5069 Signal Mounting Hardware (location) 03. CTH S & STH 31	LS	LUMP SUM	·
0650	659.1125 Luminaires Utility LED C	17.000 EACH	<del>.</del>	·
0652	661.0200 Temporary Traffic Signals for Intersections (location) 01. CTH S & CTH H	LS	LUMP SUM	·
0654	661.0200 Temporary Traffic Signals for Intersections (location) 02. CTH S & Brumback Boulevard	LS	LUMP SUM	·
0656	674.0300 Remove Cable	883.000 LF		<u> </u>
0658	674.0400 Reinstall Cable	883.000 LF	<u> </u>	
0660	690.0150 Sawing Asphalt	892.000 LF		
0662	690.0250 Sawing Concrete	323.000 LF		
0664	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0666	715.0502 Incentive Strength Concrete Structures	6,762.000 DOL	1.00000	6,762.00
0668	715.0603 Incentive Strength Concrete Barrier	500.000 DOL	1.00000	500.00
0670	740.0440 Incentive IRI Ride	20,480.000 DOL	1.00000	20,480.00
0672	801.0117 Railroad Flagging Reimbursement	30,000.000 DOL	1.00000	30,000.00
0674	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	4,000.000 HRS	5.00000	20,000.00
0676	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	7,000.000 HRS	5.00000	35,000.00
0678	SPV.0060 Special 01. Concrete Bases Type 10 Special	3.000 EACH	·	
0680	SPV.0060 Special 02. Poles Type 10 Special	3.000 EACH		
0682	SPV.0060 Special 03. Catch Basins Median 1 Grate	28.000 EACH	·	·
0684	SPV.0060 Special 04. Catch Basins Median 2 Grate	1.000 EACH	·	·
0686	SPV.0060 Special 05. Field Office Type T	1.000 EACH	·	·
0688	SPV.0060 Special 06. Remove, Salvage, and Reinstall Hydrant	3.000 EACH		·
0690	SPV.0060 Special 07. Remove and Salvage Hydrant	1.000 EACH	<del>.</del>	·
0692	SPV.0060 Special 08. Remove and Salvage Gate Valve and Valve Box	4.000 EACH	<del>.</del>	
0694	SPV.0060 Special 09. Adjust Water Valve Box	7.000 EACH		







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0696	SPV.0060 Special 10. 6-Inch Gate Valve and Box	3.000 EACH		·
0698	SPV.0060 Special 11. 6-Inch Hydrant Extension	6.000 EACH		
0700	SPV.0060 Special 12. Cut, Abandon, and Fill Culvert Pipe	1.000 EACH	·	·
0702	SPV.0060 Special 13. Pull Boxes Steel Frames & Lids	1.000 EACH	·	
0704	SPV.0060 Special 14. Utility Line Opening	6.000 EACH	<u> </u>	·
0706	SPV.0060 Special 15. Temporary Marking Railroad Crossing Removable Tape	1.000 EACH	·	<del></del>
0708	SPV.0060 Special 16. Connect Drain Tile	20.000 EACH		
0710	SPV.0090 Special 01. Silt Fence Heavy Duty	1,966.000 LF		
0712	SPV.0090 Special 02. Culvert Pipe Temporary 108- Inch	165.000 LF	·	<del></del>
0714	SPV.0090 Special 03. Remove, Salvage, and Reinstall Guardrail	100.000 LF	<u> </u>	
0716	SPV.0090 Special 04. Fence Split Rail Three Rail	1,780.000 LF		
0718	SPV.0090 Special 05. 16-Inch Diameter Water Main	81.000 LF		·
0720	SPV.0090 Special 06. 6-Inch Diameter Water Main	101.000 LF	·	
0722	SPV.0090 Special 07. Clvrt Pipe Reinforced Concrete Hor Elliptical Class HE-IV 38x60-Inch	339.000 LF	<u>.</u>	







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**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0724	SPV.0090 Special 08. Boring and Jacking Smooth Steel Culvert Pipe 36-Inch	74.000 LF	:	<del>.</del>
0726	SPV.0090 Special 09. Pipe Jacking SSPRC Class V 36-Inch	110.000 LF	·	<del>.</del>
0728	SPV.0105 Special 01. Traffic Signal Cabinet and Controller CTH S & CTH H	LS	LUMP SUM	·
0730	SPV.0105 Special 02. Traffic Signal Cabinet and Controlled CTH S & Brumback Boulevard	LS	LUMP SUM	·
0732	SPV.0105 Special 03. Emergency Vehicle Preemption System CTH S & CTH H	LS	LUMP SUM	
0734	SPV.0105 Special 04. Emergency Vehicle Preemption System CTH S & Brumback Boulevard	LS	LUMP SUM	·
0736	SPV.0105 Special 05. Vehicle Video Detection System CTH S & CTH H	LS	LUMP SUM	
0738	SPV.0105 Special 06. Vehicular Video Detection System CTH S & Brumback Boulevard	LS	LUMP SUM	
0740	SPV.0105 Special 07. Temporary EVP System CTH S & CTH H	LS	LUMP SUM	·
0742	SPV.0105 Special 08. Temporary EVP System CTH S & Brumback Boulevard	LS	LUMP SUM	·
0744	SPV.0105 Special 09. Temporary Vehicle Detection CTH S & CTH H	LS	LUMP SUM	
0746	SPV.0105 Special 10. Temporary Vehicle Detection CTH S & Brumback Boulevard	LS	LUMP SUM	·
0748	SPV.0105 Special 11. Anti-seep Collar	LS	LUMP SUM	<u>-</u>



## **Wisconsin Department of Transportation**

12/13/2019 11:26:13

## **Proposal Schedule of Items**

Page 26 of 26

**Proposal ID:** 20200211038 **Project(s):** 3210-00-75, 3340-10-70

Federal ID(s): WISC 2019742, N/A

**SECTION:** 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0750	SPV.0105 Special 12. Box Culvert Barrel Excavation	LS	LUMP SUM	·
0752	SPV.0165 Special 01. Polystyrene Insulation	1,600.000 SF		
0754	SPV.0165 Special 02. Temporary Shoring Railroad	762.000 SF		<u> </u>
0756	SPV.0170 Special 01. Proof Rolling	103.000 STA	·	
0758	SPV.0180 Special 01. Reinforced Polyethylene Sheeting	335.000 SY	·	
760	SPV.0195 Special 01. Breaker Run Temporary	30.000 TON		,
762	SPV.0195 Special 02. Excavation, Hauling, and Disposal of Contaminated Soil	198.000 TON		·
764	SPV.0195 Special 03. Management of Solid Waste	114.000 TON		
	Section: 000	01	Total:	·

**Total Bid:** 

# PLEASE ATTACH SCHEDULE OF ITEMS HERE



## **Wisconsin Department of Transportation**

February 3, 2020

### Division of Transportation Systems Development

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

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

## **NOTICE TO ALL CONTRACTORS:**

## Federal Wage Rate Addendum #01

## Letting of February 11, 2020

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01, 03 - 05, 07 - 12, 14 - 18, 20 - 22, 25 - 28, 30, 32 - 34, and 36 - 40; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposal 20; and WI 15 Heavy Davis Bacon Prevailing Wage Rates that are included in proposal 07. These wage rates are effective for all proposals they are included in in the February 11, 2020 letting. The updated wage rates are dated January 24, 2020 and are effective on or after February 3, 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 01/24/2020

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 1 01/24/2020

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			_

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ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	•	23.30
BRWI0002-005 06/01/2019		
ADAMS, ASHLAND, BARRON, BROWN, CLARK, COLUMBIA, DODGE, DOOR, DOFOREST, GREEN LAKE, IRON, JEFFE LINCOLN, MANITOWOC, MARATHON, M. OCONTO, ONEIDA, OUTAGAMIE, POLK SHAWANO, SHEBOYGAN, TAYLOR, VILL WINNEBAGO, AND WOOD COUNTIES	UNN, FLÓRENO RSON, KEWAUN ARINETTE, MA , PORTAGE, F	CE, FOND DU LAC, NEE, LANGLADE, ARQUETTE, MENOMINEE, RUSK, ST CROIX, SAUK,
	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 C	OUNTIES	
	Rates	Fringes
BRICKLAYER	\$ 38.43	25.10
BRWI0006-002 06/01/2019		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER	=	23.02
BRWI0007-002 06/03/2019		
GREEN, LAFAYETTE, AND ROCK COUN	TIES	
	Rates	Fringes
BRICKLAYER		24.22
BRWI0008-002 06/01/2019		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESH	HA COUNTIES

Rates Fringes

BRICKLAYER.....\$38.93 24.22

BRWI0011-002 06/03/2019

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

•

Rates Fringes

BRICKLAYER.....\$ 34.18 23.90

BRWI0019-002 06/03/2019

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

COLUMBIA AND SAUK COUNTIES

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

Rates Fringes

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

CARP0252-002 06/01/2016

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

### **CARPENTER**

CA	ARPENTER\$	33.56	18.00
M	[LLWRIGHT\$	35.08	18.35
Ρ.	[LEDRIVER\$	34.12	18.00

CARP0252-010 06/01/2016

### ASHLAND COUNTY

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

CARP0264-003 06/01/2016

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

	Rates	Fringes	
CARPENTER	\$ 35.78	22.11	
CARRO361 004 05 /01 /2010			

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes	
CARPENTER	\$ 36.15	20.43	
			-

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

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

ELEC0014-002 06/03/2019

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

Rates Fringes Electricians:.....\$ 35.59 20.87 ELEC0014-007 06/03/2019 REMAINING COUNTIES Rates Fringes Teledata System Installer Installer/Technician.....\$ 27.25 14.34 Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network). \_\_\_\_\_\_ ELEC0127-002 06/01/2019 KENOSHA COUNTY Rates Fringes Electricians:.....\$ 40.49 \_\_\_\_\_\_ 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

ELEC0219-004 06/01/2016

Electricians:.....\$ 40.30

\_\_\_\_\_\_

22.24

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

	Rates	Fringes
Electricians: Electrical contracts over		
\$180,000 Electrical contracts under	\$ 32.38	18.63
\$180,000		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, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANO AND WOOD COUNTIES	l, LANGLADE, LIN an & Pembine), e West boundary	COLN, MARATHON, MENOMINEE (Area of Oconto
	Rates	Fringes
Electricians:	\$ 33.56	26%+11.01
* ELEC0430-002 01/01/2020		
RACINE COUNTY (Except Burlington	Township)	
	Rates	Fringes
Electricians:	\$ 40.30	22.19
ELEC0494-005 06/01/2019		
MILWAUKEE, OZAUKEE, WASHINGTON, A	ND WAUKESHA COU	NTIES
	Rates	Fringes
Electricians:	•	25.11
ELEC0494-006 06/01/2019		
CALLERT /T	\	C 11 26

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

	Rates	Fringes	
Electricians:	\$ 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	5.95%+10.83
ELEC0953-001 06/02/2019		
F	Rates	Fringes
Line Construction:  (1) Lineman\$  (2) Heavy Equipment Operator\$  (3) Equipment Operator\$  (4) Heavy Groundman Driver\$  (5) Light Groundman Driver\$  (6) Groundsman\$	45.15 38.02 33.27 30.89	31.5%+7.41 31.5%+7.35 31.5%+7.18 31.5%+7.06 31.5%+7.00 31.5%+6.89

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.

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#### \* IRON0008-002 06/01/2019

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

Rates Fringes

IRONWORKER.....\$35.07 27.62

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

\* TRANSOR 002 05 /01 /2010

\* IRON0008-003 06/01/2019

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

Rates Fringes
IRONWORKER......\$ 37.12 27.87

Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christ		July 4th, Labor
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 WALWORTH (S.W. 1/3) COUNTIES:	Edgerton and M	ilton), and
	Rates	Fringes
IRONWORKER	.\$ 40.25	40.53
* IRON0512-008 06/03/2019		
BARRON, BUFFALO, CHIPPEWA, CLARK PEPIN, PIERCE, POLK, RUSK, ST CR COUNTIES		
	Rates	Fringes
IRONWORKER	.\$ 37.60	29.40
* IRON0512-021 06/03/2019		
ASHLAND, BAYFIELD, BURNETT, DOUG PRICE, SAWYER, VILAS AND WASHBU		OLN, ONEIDA,
	Rates	Fringes
IRONWORKER	.\$ 33.19	29.40
LAB00113-002 06/03/2019		
MILWAUKEE AND WAUKESHA COUNTIES		
	Rates	Fringes

LABORER

Group 1.....\$ 29.02

21.92

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

#### LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/03/2019

#### OZAUKEE AND WASHINGTON COUNTIES

		Rates	Fringe	S
LABORER				
Group	1	\$ 28.27	21.9	92
Group	2	\$ 28.37	21.9	92
Group	3	\$ 28.42	21.9	92
Group	4	\$ 28.62	21.9	92
Group	5	\$ 28.47	21.9	92
Group	6	\$ 25.36	21.9	92

### LABORERS CLASSIFICATIONS

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

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/03/2019

#### KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 28.08	21.92
Group 2	\$ 28.23	21.92
Group 3	\$ 28.43	21.92
Group 4	\$ 28.40	21.92
Group 5	\$ 28.73	21.92
Group 6	\$ 25.22	21.92

#### LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,

OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

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

### LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/03/2019

DANE COUNTY

	Rate	s Fringes	5
LABORER			
Group	1\$ 33.	12 17.5	54
Group	2\$ 33.	22 17.5	54
Group	3\$ 33.	27 17.5	54
Group	4\$ 33.	47 17.5	54
Group	5\$ 33.	32 17.5	54
Group	6\$ 29.	47 17.5	54

## LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;

Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters:			
New:	Roller\$	20 22	17.27
-	Sandblast, Steel\$		17.27
Repaint		30.33	17.27
Brush,	Roller\$	28.83	17.27
Spray,	Sandblast, Steel\$	29.43	17.27

PAIN0108-002 06/01/2019

RACINE COUNTY

F	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, W	ASHINGTON, AND W	AUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	.\$ 32.95 .\$ 33.70	23.86 23.86 23.86
PAIN0802-002 06/01/2019		
COLUMBIA, DANE, DODGE, GRANT, GRI ROCK, AND SAUK COUNTIES	EEN, IOWA, LAFAY	ETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	.\$ 30.93	18.44
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	es = \$1.00 add	itional per
PAIN0802-003 06/01/2019		
ADAMS, BROWN, CALUMET, CLARK, DOO LAKE, IRON, JUNEAU, KEWAUNEE, LAI MARATHON, MARINETTE, MARQUETTE, I OUTAGAMIE, PORTAGE, PRICE, SHAWAI WAUSHARA, WAUPACA, WINNEBAGO, AND	NGLADE, LINCOLN, MENOMINEE, OCON NO, SHEBOYGAN,	MANITOWOC, TO, ONEIDA,
	Rates	Fringes
PAINTER		18.58
PAIN0934-001 06/01/2017		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush Spray Structural Steel	.\$ 34.74	18.95 18.95 18.95

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### PAIN1011-002 06/02/2019

#### FLORENCE COUNTY

	Rates	Fringes
Painters:\$	25.76	13.33

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1	\$ 39.46	17.17
Area 2 (BAC)	\$ 35.07	19.75
Area 3	\$ 35.61	19.40
Area 4	\$ 34.70	20.51
Area 5	\$ 36.27	18.73
Area 6	\$ 32.02	22.99

#### AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

### AREA 6: KENOSHA AND RACINE COUNTIES

TENNOOD 004 05/04/0040

TEAM0039-001 06/01/2019

√ELL	DRILLER	16.52	3.70

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: WI20200008 01/24/2020

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 1 01/24/2020

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	-	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 COL	JNTIES		
	Rates	Fringes	
BRICKLAYER		25.10	
BRWI0006-002 06/01/2019			
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES			
	Rates	Fringes	
BRICKLAYER		23.02	
BRWI0007-002 06/03/2019			
GREEN, LAFAYETTE, AND ROCK COUNTIES			
	Rates	Fringes	
BRICKLAYER		24.22	
BRWI0008-002 06/01/2019			
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES			
	Rates	Fringes	

BRICKLAYER	.\$ 38.93	24.22
BRWI0009-001 06/03/2019		
GREEN LAKE, MARQUETTE, OUTAGAMIE AND WINNEBAGO COUNTIES	, SHAWANO,	WAUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER		23.90
BRWI0011-002 06/03/2019		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBO	YGAN COUNTIES
	Rates	Fringes
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, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		-
	Rates	Fringes
BRICKLAYER	.\$ 33.40	24.68
BRWI0021-002 06/03/2019		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER		24.02
BRWI0034-002 06/03/2019		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	-	24.23
CARP0087-001 05/01/2016		
DUDNETT (LL of Lbm, 40) DIEDGE (	W of Hwy	29), POLK (W. of Hwys

	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

	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

COUNTIES

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

CARP0264-003 06/01/2016

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

	Rates	Fringes	
CARPENTER	\$ 35.78	22.11	
CARROSCA 004 05 /04 /0040			-

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

Rates Fringes

CARPENTER	\$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN Zone A		22.69 22.69
CARP2337-003 06/01/2016		
	Rates	Fringes
MILLWRIGHT Zone A		21.53 21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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ELEC0014-002 06/03/2019

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

	Rates	Fringes
Electricians:	.\$ 35.59	20.87
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

	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)

I	Rates	Fringes
Electricians: Electrical contracts over		
\$180,000\$ Electrical contracts under	32.38	18.63
\$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

<sup>\*</sup> ELEC0430-002 01/01/2020

RACINE	COUNTY	(Except	Burlington	Township)	)
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RACINE COUNTY (Except Burlington	lownship)		
	Rates	Fringes	
Electricians:		22.19	
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 including Chester Township), FONI (Schleswig), and SHEBOYGAN COUNTY	DU LAC, MAN		
	Rates	Fringes	
Electricians:	.\$ 34.73	22.27	
ELEC0577-003 06/01/2019			
CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES			
	Rates	Fringes	
Electricians:	.\$ 33.15 	28.50%+10.00	
DODGE (Emmet Township only), GREI RACINE (Burlington Township), ROO			
	Rates	Fringes	
Electricians:	.\$ 35.91 	25.95%+10.83	
REMAINING COUNTIES			
	Rates	Fringes	
Power Equipment Operator Group 1		22.45 22.45	

Group 3\$ 38.97	22.45
Group 4\$ 38.44	22.45
Group 5\$ 36.37	22.45
Group 6\$ 34.84	22.45

#### HAZARDOUS WASTE PREMIUMS:

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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### ENGI0139-007 06/03/2019

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	41.19	22.20
Group 2	40.41	22.20
Group 3	39.46	22.20
Group 4	38.41	22.20
Group 5	37.01	22.20

# HAZARDOUS WASTE PREMIUMS:

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

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift,

25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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

Rates Fringes
IRONWORKER......\$ 35.07 27.62

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

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

<sup>\*</sup> IRON0008-002 06/01/2019

<sup>\*</sup> IRON0008-003 06/01/2019

Rates Fringes

IRONWORKER.....\$ 37.12 27.87

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

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#### IRON0383-001 06/01/2019

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

	Rates	Fringes
IRONWORKER	.\$ 35.50	26.57
IRON0498-005 06/01/2019		

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

	Rates	Fringes	
IRONWORKER	\$ 40.25	40.53	

<sup>\*</sup> IRON0512-008 06/03/2019

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

	Rates	Fringes
IRONWORKER	\$ 37.60	29.40

<sup>\*</sup> IRON0512-021 06/03/2019

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

	Rates	Fringes
IRONWORKER	\$ 33.19	29.40
LARO0112 004 06 (02 / 2010		

LAB00113-004 06/03/2019

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1	\$ 15.45	20.81
Group 2	\$ 17.72	20.81
Group 3	\$ 21.26	20.81
Group 4	\$ 30.63	20.81
Group 5	\$ 30.77	20.81
Group 6	\$ 30.83	20.81
Group 7	\$ 33.04	20.81
Group 8	\$ 35.86	20.81
Group 9	\$ 36.50	20.81

# LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

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LABO0113-005 06/03/2019

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	F	Rates	Fringes
Laborers:			
Group	1\$	22.12	20.81
Group	2\$	28.05	20.81
Group	3\$	30.61	20.81
Group	4\$	32.38	20.81

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

## LABORERS CLASSIFICATIONS

## GROUP 1: Flagperson

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

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

GROUP 4: Pipelayer, Miner and Laser Operator

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LAB00113-008 06/03/2019

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1	\$ 21.26	20.81
Group 2	\$ 30.77	20.81
Group 3	\$ 30.83	20.81
Group 4	\$ 33.04	20.81
Group 5	\$ 33.18	20.81
Group 6	\$ 35.86	20.81
Group 7	\$ 36.50	20.81

### LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

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<sup>\*</sup> LAB00113-009 06/03/2019

	Rates	Fringes
Laborers: (Tunnel - *COMPRESSED AIR 0 - 15 lbs.)		
Group 1	21.26	20.81
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]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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# LABO0140-005 06/04/2018

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1	\$ 27.41	17.20

<sup>\*</sup>Compressed Air 15 - 30 lbs add \$2.00 to all classifications \*Compressed Air over 30 lbs add \$3.00 to all classifications

Group 2\$	29.26	17.20
Group 3\$	29.46	17.20
Group 4\$	30.21	17.20

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

## LABORER CLASSIFICATIONS:

# GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB00464-002 06/04/2018

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 27.31	17.20
Group 2	\$ 29.51	17.20
Group 3	\$ 29.71	17.20
Group 4	\$ 30.46	17.20

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

## LABORERS CLASSIFICATIONS:

## GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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#### LAB01091-010 06/04/2018

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

Rates	Fringes
.\$ 27.10	17.20
.\$ 29.16	17.20
.\$ 29.36	17.20
.\$ 30.11	17.20
	.\$ 27.10 .\$ 29.16 .\$ 29.36

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

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TEAM0039-001	06/	01/	′2019
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	Rates	Fringes
TRUCK DRIVER  1 & 2 Axles  3 or more Axles; Euclids Dumptor & Articulated,		22.03
Truck Mechanic	.\$ 29.72	22.03
WELL DRILLER	.\$ 16.52	3.70

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

- etc.) that the requestor considers relevant to the issue.
- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: WI20200015 01/24/2020

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 1 01/24/2020

BOIL0107-001 01/01/2017

	Rates	Fringes
BOILERMAKER		
Boilermaker	\$ 35.65	29.89
Small Boiler Repair (under	<b>`</b>	
25,000 lbs/hr)	\$ 26.91	16.00
PDIJTAGA1 AG2 AG /AZ /2010		
BRWI0001-002 06/03/2019		

DIWICOCI COZ CO/03/2013

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	O IRON COUNTI	ES
	Rates	Fringes
BRICKLAYER	\$ 39.94	23.30
BRWI0002-005 06/01/2019		
ADAMS, ASHLAND, BARRON, BROWN, CLARK, COLUMBIA, DODGE, DOOR, I FOREST, GREEN LAKE, IRON, JEFFI LINCOLN, MANITOWOC, MARATHON, I OCONTO, ONEIDA, OUTAGAMIE, POLI SHAWANO, SHEBOYGAN, TAYLOR, VI WINNEBAGO, AND WOOD COUNTIES	DUNN, FLORENC ERSON, KEWAUN MARINETTE, MA K, PORTAGE, R	E, FOND DU LAC, EE, LANGLADE, RQUETTE, MENOMINEE, USK, ST CROIX, SAUK,
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 35.51	23.37
BRWI0003-002 06/03/2019		
BROWN, DOOR, FLORENCE, KEWAUNE	E, MARINETTE,	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 34.18	23.90
BRWI0004-002 06/01/2019		
KENOSHA, RACINE, AND WALWORTH	COUNTIES	
	Rates	Fringes
BRICKLAYER	•	25.10
BRWI0006-002 06/01/2019		
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 35.06	23.02
BRWI0007-002 06/03/2019		
GREEN, LAFAYETTE, AND ROCK COUL	NTIES	

	Rates	Fringes
BRICKLAYER	\$ 35.57	24.22
BRWI0008-002 06/01/2019		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKES	SHA COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 38.93	24.22
BRWI0009-001 06/03/2019		
GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES	E, SHAWANO,	WAUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER	\$ 34.18	23.90
BRWI0011-002 06/03/2019		
CALUMET, FOND DU LAC, MANITOWOC	, AND SHEBO	OYGAN COUNTIES
	Rates	Fringes
BRICKLAYER	-	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, CHIPP PIERCE, POLK, RUSK, ST. CROIX,		
	Rates	Fringes
BRICKLAYER		24.68
BRWI0021-002 06/03/2019		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 35.75	24.02
BRWI0034-002 06/03/2019		

	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

	I	Rates	Fringes
Carpenter	& Piledrivermen\$	36.85	18.39
CARROSES	003 06/01/2016		

CARP0252-002 06/01/2016

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

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

CARP0252-010 06/01/2016

#### ASHLAND COUNTY

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

CARP0264-003 06/01/2016

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

Rates Fringes

CARPENTER	.\$ 35.78	22.11
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND DOL	JGLAS COUNTIES	
	Rates	Fringes
CARPENTER		20.43
CARP2337-001 06/01/2016		
ZONE A: MILWAUKEE, OZAUKEE, WAUKE	ESHA AND WASHING	TON
ZONE B: KENOSHA & RACINE		
	Rates	Fringes
PILEDRIVERMAN		
Zone B	•	22.69 22.69
	.p 51.05	22.09
CARP2337-003 06/01/2016		
	Rates	Fringes
MILLWRIGHT		
Zone A	.\$ 29.98	21.53
Zone B	.\$ 29.98	21.53
ZONE DEFINITIONS		
ZONE A: MILWAUKEE, OZAUKEE, WAUK	ESHA AND WASHING	TON COUNTIES
ZONE B: KENOSHA & RACINE COUNTIES	5	
ELEC0014-002 06/03/2019		
ASHLAND, BARRON, BAYFIELD, BUFFAI	O. BURNETT. CHT	PPFWA. CLARK
(except Maryville, Colby, Unity,		
Sherwood), CRAWFORD, DUNN, EAU CI	LAIRE, GRANT, IR	ON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, PO		
CROIX, SAWYER, TAYLOR, TREMPEALEA	AU, VERNON, AND	WASHBURN
COUNTIES		
	Rates	Fringes
Electricians:	.\$ 35.59	20.87
ELEC0014-007 06/03/2019		
REMAINING COUNTIES		

Rates Fringes

Teledata System Installer
 Installer/Technician.....\$ 27.25

14.34

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

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

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ELEC0159-003 06/01/2019

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

Rates Fringes

Electricians:.....\$ 40.30 22.24

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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		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, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodm West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANG AND WOOD COUNTIES	J, LANGLADE, LIN nan & Pembine), ne West boundary	ICOLN, MARATHON, MENOMINEE (Area of Oconto	
	Rates	Fringes	
Electricians:	\$ 33.56	26%+11.01	
* ELEC0430-002 01/01/2020			
RACINE COUNTY (Except Burlington	Township)		
	Rates	Fringes	
Electricians:	\$ 40.30	22.19	
ELEC0494-005 06/01/2019			
MILWAUKEE, OZAUKEE, WASHINGTON, A	ND WAUKESHA COU	INTIES	
	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:		22.27	
ELEC0494-013 06/01/2019			
DODGE (East of Hwy 26 including (	hester Twn evo	luding Emmet	

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

ı	Rates	Fringes
Sound & Communications		
Installer\$	20.53	18.13
Technician\$	30.18	19.58

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes	
Electricians:	.\$ 33.15	28.50%+10.00	
ELEC0890-003 06/01/2019			
DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES			
	Rates	Fringes	
Electricians:	.\$ 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

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## ENGI0139-003 06/03/2019

#### REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	.\$ 41.52	22.45
Group 2	.\$ 40.27	22.45
Group 3	.\$ 38.97	22.45
Group 4	.\$ 38.44	22.45
Group 5	.\$ 36.37	22.45
Group 6	.\$ 34.84	22.45

### HAZARDOUS WASTE PREMIUMS:

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

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

- GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.
- GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver
- GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.
- GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.
- GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer
- GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or

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

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## \* IRON0008-002 06/01/2019

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

Rates Fringes
IRONWORKER......\$ 35.07 27.62

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

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

Rates Fringes
IRONWORKER......\$ 37.12 27.87

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

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## IRON0383-001 06/01/2019

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

	Rates	Fringes
IRONWORKER	\$ 35.50	26.57

\* IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,

<sup>\*</sup> IRON0008-003 06/01/2019

PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes	
IRONWORKER	\$ 37.60	29.40	
* TRONOF12 021 06 (02 /2010			

<sup>\*</sup> IRON0512-021 06/03/2019

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

	Rates	Fringes
IRONWORKER	\$ 33.19	29.40
LAB00113-002 06/03/2019		

#### MILWAUKEE AND WAUKESHA COUNTIES

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

## LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/03/2019

#### OZAUKEE AND WASHINGTON COUNTIES

	Ra	ates	Fringes
LABORER			
Group 1		28.27	21.92
Group 2		28.37	21.92
Group 3		28.42	21.92
Group 4		28.62	21.92
Group 5		28.47	21.92
Group 6		25.36	21.92

#### LABORERS CLASSIFICATIONS

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

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/03/2019

## KENOSHA AND RACINE COUNTIES

		Rates	Fringes
LABORER			
Group	1	\$ 28.08	21.92
Group	2	\$ 28.23	21.92
Group	3	\$ 28.43	21.92
Group	4	\$ 28.40	21.92
Group	5	\$ 28.73	21.92
Group	6	\$ 25.22	21.92

#### LABORERS CLASSIFICATIONS:

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

Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

		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

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(Curb, Sidewalk and Pavement); Strike Off Man
GROUP 4: Line and Grade Secialist
GROUP 5: Blaster; powderman
GROUP 6: Flagperson; Traffic Control
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
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		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 Spray & Sandblast		20.36 20.36
PAIN0259-002 05/01/2008		
BARRON, CHIPPEWA, DUNN, EAU CLAIR SAWYER, ST. CROIX, AND WASHBURN (		PIERCE, POLK, RUSK,
	Rates	Fringes
PAINTER	\$ 24.11	12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA CF VERNON COUNTIES	ROSSE, MONF	ROE, TREMPEALEAU, AND
	Rates	Fringes
PAINTER		Fringes 12.45
PAINTER		-
	\$ 22.03	12.45 
PAIN0781-002 06/01/2019	\$ 22.03	12.45
PAIN0781-002 06/01/2019	\$ 22.03 ASHINGTON, Rates \$ 33.30 \$ 32.95	12.45 AND WAUKESHA COUNTIES
PAIN0781-002 06/01/2019  JEFFERSON, MILWAUKEE, OZAUKEE, WA  Painters: Bridge Brush Spray & Sandblast	\$ 22.03 ASHINGTON, Rates \$ 33.30 \$ 32.95 \$ 33.70	12.45  AND WAUKESHA COUNTIES  Fringes  23.86 23.86 23.86
PAIN0781-002 06/01/2019  JEFFERSON, MILWAUKEE, OZAUKEE, WA  Painters: Bridge	\$ 22.03 ASHINGTON, Rates \$ 33.30 \$ 32.95 \$ 33.70	12.45  AND WAUKESHA COUNTIES  Fringes  23.86 23.86 23.86
PAIN0781-002 06/01/2019  JEFFERSON, MILWAUKEE, OZAUKEE, WA  Painters: Bridge	\$ 22.03  ASHINGTON,  Rates  \$ 33.30 \$ 32.95 \$ 33.70  EEN, IOWA,	12.45  AND WAUKESHA COUNTIES  Fringes  23.86 23.86 23.86 23.86

#### 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		18.58
PAIN0934-001 06/01/2017		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	\$ 34.74 \$ 33.89	18.95 18.95 18.95
PAIN1011-002 06/02/2019		
FLORENCE COUNTY		
	Rates	Fringes
Painters:	\$ 25.76	13.33
PLAS0599-010 06/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1	\$ 35.07 \$ 35.61 \$ 34.70	17.17 19.75 19.40 20.51 18.73

# AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

Area 6.....\$ 32.02

22.99

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
Rates Fringes
PLUMBER\$ 38.82 20.12
PLUM0111-007 05/28/2018

Rates

Fringes

MARINETTE COUNTY (Niagara only)

PLUMBER/PIPEFITTER	\$ 33.33	24.48
PLUM0118-002 06/01/2019		
KENOSHA, RACINE, AND WALWORTH	COUNTIES	
	Rates	Fringes
Plumber and Steamfitter	\$ 42.95	23.60
PLUM0400-003 06/04/2018		
ADAMS,BROWN, CALUMET, DODGE (6 LAC, GREEN LAKE,KEWAUNEE, MANI Niagara), MENOMINEE, OCONTO, ( WAUPACA, WAUSHARA, AND WINNEBA	ITOWOC, MARINET OUTAGAMIE, SHAW	TE (except
	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 36.74	19.06
PLUM0434-002 06/03/2018		
FLORENCE, FOREST, GRANT, JACKS	SON, JUNEAU, LA	
FLORENCE, FOREST, GRANT, JACKS LINCOLN, MARATHON, MONROE, ONE PORTAGE, PRICE, RUSK, ST. CROS VILAS, AND WOOD COUNTIES	SON, JUNEAU, LA EIDA, PEPIN, PI IX, TAYLOR, TRE	CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON,
LINCOLN, MARATHON, MONROE, ONI PORTAGE, PRICE, RUSK, ST. CROI VILAS, AND WOOD COUNTIES	SON, JUNEAU, LA EIDA, PEPIN, PI IX, TAYLOR, TRE	CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON, Fringes
LINCOLN, MARATHON, MONROE, ONE PORTAGE, PRICE, RUSK, ST. CROS VILAS, AND WOOD COUNTIES  PIPEFITTER	SON, JUNEAU, LA EIDA, PEPIN, PI IX, TAYLOR, TRE	CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON,
LINCOLN, MARATHON, MONROE, ONI PORTAGE, PRICE, RUSK, ST. CROI VILAS, AND WOOD COUNTIES	SON, JUNEAU, LA EIDA, PEPIN, PI IX, TAYLOR, TRE  Rates\$ 40.15	CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON,  Fringes  18.57  TE, MILWAUKEE,
LINCOLN, MARATHON, MONROE, ONE PORTAGE, PRICE, RUSK, ST. CROS VILAS, AND WOOD COUNTIES  PIPEFITTER	SON, JUNEAU, LA EIDA, PEPIN, PI IX, TAYLOR, TRE  Rates\$ 40.15	CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON,  Fringes  18.57  TE, MILWAUKEE,
LINCOLN, MARATHON, MONROE, ONI PORTAGE, PRICE, RUSK, ST. CROS VILAS, AND WOOD COUNTIES  PIPEFITTER  PLUM0601-003 06/03/2019  DODGE (Watertown), GREEN, JEFF OZAUKEE, ROCK, WASHINGTON AND	SON, JUNEAU, LA EIDA, PEPIN, PI IX, TAYLOR, TREI  Rates \$ 40.15  FERSON, LAFAYET WAUKESHA COUNT  Rates \$ 46.89	CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON,  Fringes  18.57  TE, MILWAUKEE, IES  Fringes  25.29
LINCOLN, MARATHON, MONROE, ONE PORTAGE, PRICE, RUSK, ST. CROS VILAS, AND WOOD COUNTIES  PIPEFITTER PLUM0601-003 06/03/2019  DODGE (Watertown), GREEN, JEFF OZAUKEE, ROCK, WASHINGTON AND	SON, JUNEAU, LA EIDA, PEPIN, PI IX, TAYLOR, TREI  Rates \$ 40.15  FERSON, LAFAYET WAUKESHA COUNT  Rates \$ 46.89	CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON,  Fringes  18.57  TE, MILWAUKEE, IES  Fringes
LINCOLN, MARATHON, MONROE, ONI PORTAGE, PRICE, RUSK, ST. CROS VILAS, AND WOOD COUNTIES  PIPEFITTER	SON, JUNEAU, LA EIDA, PEPIN, PI IX, TAYLOR, TRE  Rates\$ 40.15  FERSON, LAFAYET WAUKESHA COUNT  Rates\$ 46.89	CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON,  Fringes  18.57  TE, MILWAUKEE, IES  Fringes  25.29
LINCOLN, MARATHON, MONROE, ONI PORTAGE, PRICE, RUSK, ST. CROI VILAS, AND WOOD COUNTIES  PIPEFITTER  PLUM0601-003 06/03/2019  DODGE (Watertown), GREEN, JEFF OZAUKEE, ROCK, WASHINGTON AND  PIPEFITTER  PLUM0601-009 06/04/2017	SON, JUNEAU, LA EIDA, PEPIN, PI IX, TAYLOR, TRE  Rates\$ 40.15  FERSON, LAFAYET WAUKESHA COUNT  Rates\$ 46.89	CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON,  Fringes  18.57  TE, MILWAUKEE, IES  Fringes  25.29
LINCOLN, MARATHON, MONROE, ONIPORTAGE, PRICE, RUSK, ST. CROSVILAS, AND WOOD COUNTIES  PIPEFITTER  PLUM0601-003 06/03/2019  DODGE (Watertown), GREEN, JEFFOZAUKEE, ROCK, WASHINGTON AND  PIPEFITTER  PLUM0601-009 06/04/2017  COLUMBIA, DANE, IOWA, MARQUETTER  PIPEFITTER	Rates\$ 40.15 FERSON, LAFAYET WAUKESHA COUNT Rates\$ 46.89 TE, RICHLAND AN Rates\$ 47.08	CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON,  Fringes  18.57  TE, MILWAUKEE, IES  Fringes  25.29  D SAUK COUNTIES  Fringes  20.89
LINCOLN, MARATHON, MONROE, ONI PORTAGE, PRICE, RUSK, ST. CROI VILAS, AND WOOD COUNTIES  PIPEFITTER  PLUM0601-003 06/03/2019  DODGE (Watertown), GREEN, JEFF OZAUKEE, ROCK, WASHINGTON AND  PIPEFITTER  PLUM0601-009 06/04/2017  COLUMBIA, DANE, IOWA, MARQUET	Rates\$ 40.15 FERSON, LAFAYET WAUKESHA COUNT Rates\$ 46.89 TE, RICHLAND AN Rates\$ 47.08	CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON,  Fringes  18.57  TE, MILWAUKEE, IES  Fringes  25.29  D SAUK COUNTIES  Fringes  20.89

TRUCK DRIVER

1 & 2 Axle Trucks	\$ 29.57	22.03
<pre>3 or more axles; Euclids</pre>		
or Dumptor, Articulated		
Truck, Mechanic	\$ 29.72	22.03

SUWI2011-001 11/16/2011

Rates Fringes

WELL DRILLER.....\$ 16.52

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

> Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

> Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

> Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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# **Wisconsin Department of Transportation**

January 21, 2020

**Division of Transportation Systems Development** 

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

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

#### **NOTICE TO ALL CONTRACTORS:**

Proposal #38: 3210-00-75, WISC 2019 742 3340-10-70

CTH S Green Bay Road, City of Kenosha

CTH H to Brumback Blvd CTH S Intersection

CTH S STH 31

Kenosha County Kenosha County

## Letting of February 11, 2020

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

This addendum corrects the proposal line numbers and potential errors in the bidding application. There were no quantity changes to this proposal other than correcting the proposal line numbers.

#### Schedule of Items

Attached, dated January 21, 2020, are the revised Schedule of Items Page 1 - 26.

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

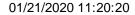
Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

**END OF ADDENDUM** 







Page 1 of 26

Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	59.000 STA		
0004	201.0120 Clearing	28.000 ID	·	
0006	201.0205 Grubbing	59.000 STA		
8000	201.0220 Grubbing	28.000 ID		
0010	203.0100 Removing Small Pipe Culverts	37.000 EACH		
0012	203.0200 Removing Old Structure (station) 01. Sta 36+85	LS	LUMP SUM	
0014	203.0500.S Removing Old Structure Over Waterway (station) 01. Sta. 174+66	LS	LUMP SUM	<u></u>
0016	204.0100 Removing Pavement	12,130.000 SY		
0018	204.0115 Removing Asphaltic Surface Butt Joints	195.000 SY		
0020	204.0125 Removing Asphaltic Surface Milling	1,514.000 TON		
0022	204.0150 Removing Curb & Gutter	4,882.000 LF		
0024	204.0155 Removing Concrete Sidewalk	1,756.000 SY		
0026	204.0170 Removing Fence	1,125.000 LF		
0028	204.0195 Removing Concrete Bases	18.000 EACH		
0030	204.0210 Removing Manholes	39.000 EACH		
0032	204.0220 Removing Inlets	17.000 EACH		





## Proposal Schedule of Items

Page 2 of 26

Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0245 Removing Storm Sewer (size) 01. 12- Inch	52.000 LF		
0036	204.0245 Removing Storm Sewer (size) 02. 15-Inch	365.000 LF		
0038	204.0245 Removing Storm Sewer (size) 03. 18- Inch	776.000 LF		
0040	204.0245 Removing Storm Sewer (size) 04. 24X36-Inch	160.000 LF		<del></del>
0042	204.0245 Removing Storm Sewer (size) 05. 30- Inch	100.000 LF		<del></del>
0044	204.0245 Removing Storm Sewer (size) 06. 42- Inch	1,141.000 LF		
0046	204.0245 Removing Storm Sewer (size) 07. 43x64-Inch	467.000 LF	·	
0048	204.9090.S Removing (item description) 01. Wood Landscape Wall	40.000 LF	·	
0050	204.9105.S Removing (item description) 01.Traffic Signals CTH S & CTH H	LS	LUMP SUM	<del></del>
0052	204.9105.S Removing (item description) 02.Traffic Signals CTH S & Brumback Boulevard	LS	LUMP SUM	
0054	204.9105.S Removing (item description) 03.Loop Detector Wire and Lead-in Cable CTH S & CTH H	LS	LUMP SUM	
0056	204.9105.S  Removing (item description) 04. Loop Detector Wire and Lead-in Cable CTH S & Brumback Boulevard	LS	LUMP SUM	<del></del>





## Proposal Schedule of Items

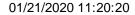
Page 3 of 26

Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Danasal				
Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	204.9105.S Removing (item description) 05. Loop Detector Wire and Lead-In Cable CTH S & STH 31 Project 3210-00-75	LS	LUMP SUM	
0060	204.9105.S Removing (item description) 06. Loop Detector Wire & Lead-In Cable CTH S & STH 31 Project 3340-10-70	LS	LUMP SUM	·
0062	205.0100 Excavation Common	255,514.000 CY		<u></u>
0064	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	1,931.000 TON		
0066	206.1000 Excavation for Structures Bridges (structure) 01. B-30-139	LS	LUMP SUM	
0068	206.2000 Excavation for Structures Culverts (structure) 01. C-30-07	LS	LUMP SUM	
0070	206.5000 Cofferdams (structure) 01. C-30-07	LS	LUMP SUM	
0072	208.0100 Borrow	80,732.000 CY	·	
0074	210.1500 Backfill Structure Type A	520.000 TON	·	·
0076	210.2500 Backfill Structure Type B	5,830.000 TON		
0078	213.0100 Finishing Roadway (project) 01. 3210- 00-75	1.000 EACH		
0080	213.0100 Finishing Roadway (project) 02. 3340- 10-70	1.000 EACH		
0082	305.0110 Base Aggregate Dense 3/4-Inch	2,553.300 TON		
0084	305.0120 Base Aggregate Dense 1 1/4-Inch	134,470.000 TON	<u></u>	







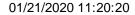
Page 4 of 26

Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0086	305.0500 Shaping Shoulders	2.000 STA		
0088	311.0110 Breaker Run	112,035.000 TON		
0090	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	168.000 EACH	·	·
0092	390.0403 Base Patching Concrete Shes	95.000 SY		
0094	415.0410 Concrete Pavement Approach Slab	128.000 SY		
0096	416.0160 Concrete Driveway 6-Inch	193.000 SY		
0098	416.0610 Drilled Tie Bars	26.000 EACH		
0100	416.0620 Drilled Dowel Bars	64.000 EACH	·	·
0102	450.4000 HMA Cold Weather Paving	7,745.000 TON		
0104	455.0605 Tack Coat	19,510.000 GAL	·	·
0106	460.2000 Incentive Density HMA Pavement	31,060.000 DOL	1.00000	31,060.00
0108	460.5223 HMA Pavement 3 LT 58-28 S	800.000 TON		·
0110	460.5224 HMA Pavement 4 LT 58-28 S	540.000 TON		
0112	460.6223 HMA Pavement 3 MT 58-28 S	32,590.000 TON	·	
0114	460.6224 HMA Pavement 4 MT 58-28 S	13,075.000 TON		
0116	460.6424 HMA Pavement 4 MT 58-28 H	1,514.000 TON		





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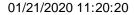
## Proposal Schedule of Items

Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	465.0105 Asphaltic Surface	1,885.000 TON		
0120	465.0120 Asphaltic Surface Driveways and Field Entrances	290.000 TON		
0122	465.0125 Asphaltic Surface Temporary	1,240.000 TON		
0124	465.0310 Asphaltic Curb	750.000 LF		
0126	465.0315 Asphaltic Flumes	131.000 SY		
0128	502.0100 Concrete Masonry Bridges	846.000 CY		·
0130	502.3200 Protective Surface Treatment	1,108.000 SY	·	·
0132	502.3210 Pigmented Surface Sealer	332.000 SY		·
0134	502.4205 Adhesive Anchors No. 5 Bar	126.000 EACH		
0136	503.0136 Prestressed Girder Type I 36-Inch	867.000 LF		·
0138	504.0100 Concrete Masonry Culverts	281.000 CY		
0140	504.0900 Concrete Masonry Endwalls	7.000 CY		<u> </u>
0142	505.0400 Bar Steel Reinforcement HS Structures	40,500.000 LB		
0144	505.0600 Bar Steel Reinforcement HS Coated Structures	123,030.000 LB		
0146	505.0800.S Bar Steel Reinforcement HS Stainless Structures	1,940.000 LB		
0148	506.2605 Bearing Pads Elastomeric Non- Laminated	36.000 EACH		·







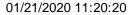
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Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	506.4000 Steel Diaphragms (structure) 01. B-30- 139	15.000 EACH		
0152	511.1200 Temporary Shoring (structure) 01. C-30- 07	1,560.000 SF		
0154	516.0500 Rubberized Membrane Waterproofing	77.000 SY		<u> </u>
0156	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	20.000 EACH		
0158	521.1015 Apron Endwalls for Culvert Pipe Steel 15-Inch	8.000 EACH		·
0160	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	10.000 EACH		
0162	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	2.000 EACH		·
0164	521.1036 Apron Endwalls for Culvert Pipe Steel 36-Inch	2.000 EACH		
0166	521.1048 Apron Endwalls for Culvert Pipe Steel 48-Inch	4.000 EACH		
0168	521.1235 Apron Endwalls for Pipe Arch Steel 35x24-Inch	4.000 EACH		
0170	521.1257 Apron Endwalls for Pipe Arch Steel 57x38-Inch	4.000 EACH		
0172	521.3112 Culvert Pipe Corrugated Steel 12-Inch	287.000 LF		
0174	521.3115 Culvert Pipe Corrugated Steel 15-Inch	108.000 LF		
0176	521.3118 Culvert Pipe Corrugated Steel 18-Inch	158.000 LF		·







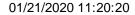
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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0178	521.3124 Culvert Pipe Corrugated Steel 24-Inch	65.000 LF		
0180	521.3136 Culvert Pipe Corrugated Steel 36-Inch	100.000 LF		
0182	521.3148 Culvert Pipe Corrugated Steel 48-Inch	97.000 LF		
0184	521.3735 Pipe Arch Corrugated Steel 35x24-Inch	216.000 LF	·	
0186	521.3757 Pipe Arch Corrugated Steel 57x38-Inch	197.000 LF	·	
0188	522.0121 Culvert Pipe Reinforced Concrete Class III 21-Inch	65.000 LF		
0190	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	91.000 LF		
0192	522.0148 Culvert Pipe Reinforced Concrete Class III 48-Inch	74.000 LF	·	·
0194	522.0421 Culvert Pipe Reinforced Concrete Class IV 21-Inch	32.000 LF	<del></del>	<u> </u>
0196	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	12.000 EACH		
0198	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	18.000 EACH	·	
0200	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	11.000 EACH	·	·
0202	522.1021 Apron Endwalls for Culvert Pipe Reinforced Concrete 21-Inch	4.000 EACH		
0204	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH		







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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	3.000 EACH	·	
0208	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	3.000 EACH		
0210	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	2.000 EACH		
0212	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	4.000 EACH		
0214	522.2424 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	251.000 LF	·	·
0216	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	1.000 EACH	·	
0218	522.2624 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	7.000 EACH	·	
0220	522.2638  Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 38x60-Inch	6.000 EACH		
0222	550.2106 Piling CIP Concrete 10 3/4 X 0.365-Inch	4,080.000 LF		
0224	601.0407 Concrete Curb & Gutter 18-Inch Type D	174.000 LF	·	
0226	601.0411 Concrete Curb & Gutter 30-Inch Type D	454.000 LF		
0228	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	27,803.000 LF		
0230	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	456.000 LF		





## Proposal Schedule of Items

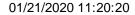
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Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0232	602.0410 Concrete Sidewalk 5-Inch	21,063.000 SF		
0234	602.0505 Curb Ramp Detectable Warning Field Yellow	404.000 SF		·
0236	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	224.000 SF		·
0238	603.1342 Concrete Barrier Type S42B	43.000 LF		
0240	603.8000 Concrete Barrier Temporary Precast Delivered	600.000 LF		
0242	603.8125 Concrete Barrier Temporary Precast Installed	600.000 LF		
0244	604.0500 Slope Paving Crushed Aggregate	736.000 SY		
0246	606.0200 Riprap Medium	437.000 CY	·	<u></u>
0248	606.0300 Riprap Heavy	137.000 CY		
0250	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	813.000 LF		·
0252	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	332.000 LF		
0254	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	156.000 LF		
0256	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	114.000 LF		·
0258	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	1,103.000 LF		







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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0260	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	384.000 LF	·	·
0262	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,967.000 LF	·	
0264	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	1,199.000 LF		
0266	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	679.000 LF		
0268	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	351.000 LF		
0270	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	339.000 LF	·	
0272	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	88.000 LF		
0274	608.2419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30- Inch	115.000 LF	·	
0276	608.2424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38- Inch	331.000 LF	·	
0278	611.0420 Reconstructing Manholes	1.000 EACH	·	
0280	611.0530 Manhole Covers Type J	7.000 EACH		
0282	611.0612 Inlet Covers Type C	7.000 EACH		
0284	611.0624 Inlet Covers Type H	3.000 EACH		
0286	611.0627 Inlet Covers Type HM	108.000 EACH		





## Proposal Schedule of Items

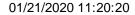
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Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0288	611.0645 Inlet Covers Type MS-A	33.000 EACH		
0290	611.0654 Inlet Covers Type V	1.000 EACH		
0292	611.1004 Catch Basins 4-FT Diameter	8.000 EACH		<u> </u>
0294	611.1005 Catch Basins 5-FT Diameter	1.000 EACH		<u> </u>
0296	611.1006 Catch Basins 6-FT Diameter	4.000 EACH		·
0298	611.1230 Catch Basins 2x3-FT	6.000 EACH		
0300	611.2005 Manholes 5-FT Diameter	4.000 EACH		
0302	611.2006 Manholes 6-FT Diameter	9.000 EACH	·	
0304	611.2008 Manholes 8-FT Diameter	3.000 EACH		
0306	611.3004 Inlets 4-FT Diameter	25.000 EACH		
0308	611.3230 Inlets 2x3-FT	64.000 EACH		
0310	611.3901 Inlets Median 1 Grate	3.000 EACH		
0312	611.8115 Adjusting Inlet Covers	15.000 EACH	·	
0314	611.8120.S Cover Plates Temporary	5.000 EACH		
0316	611.9800.S Pipe Grates	11.000 EACH		
0318	612.0206 Pipe Underdrain Unperforated 6-Inch	4,406.000 LF		
0320	612.0406 Pipe Underdrain Wrapped 6-Inch	7,932.000 LF		







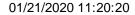
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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0322	612.0700 Drain Tile Exploration	10,000.000 LF		
0324	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	23.000 EACH		
0326	614.0150 Anchor Assemblies for Steel Plate Beam Guard	2.000 EACH		
0328	614.0905 Crash Cushions Temporary	4.000 EACH		
0330	614.0920 Salvaged Rail	3,697.000 LF		
0332	614.0925 Salvaged Guardrail End Treatments	1.000 EACH		
0334	614.2300 MGS Guardrail 3	1,350.000 LF		
0336	614.2500 MGS Thrie Beam Transition	197.000 LF		·
0338	614.2610 MGS Guardrail Terminal EAT	5.000 EACH		·
0340	614.2620 MGS Guardrail Terminal Type 2	2.000 EACH		
0342	616.0206 Fence Chain Link 6-FT	187.000 LF		
0344	619.1000 Mobilization	1.000 EACH		
0346	620.0300 Concrete Median Sloped Nose	1,882.000 SF		·
0348	621.0100 Landmark Reference Monuments	3.000 EACH		
0350	624.0100 Water	9,222.000 MGAL		<u> </u>
0352	625.0500 Salvaged Topsoil	226,050.000 SY		







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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0354	627.0200 Mulching	172,015.000 SY		
0356	628.1104 Erosion Bales	1,000.000 EACH		
0358	628.1504 Silt Fence	5,286.000 LF		
0360	628.1520 Silt Fence Maintenance	43,482.000 LF		
0362	628.1905 Mobilizations Erosion Control	25.000 EACH		
0364	628.1910 Mobilizations Emergency Erosion Control	25.000 EACH		
0366	628.2004 Erosion Mat Class I Type B	51,299.000 SY		
0368	628.2027 Erosion Mat Class II Type C	6,800.000 SY		
0370	628.6505 Soil Stabilizer Type A	10.000 ACRE		
0372	628.6510 Soil Stabilizer Type B	10.000 ACRE		
0374	628.7005 Inlet Protection Type A	164.000 EACH		
0376	628.7010 Inlet Protection Type B	20.000 EACH		
0378	628.7015 Inlet Protection Type C	100.000 EACH		
0380	628.7020 Inlet Protection Type D	54.000 EACH		
0382	628.7504 Temporary Ditch Checks	988.000 LF		
0384	628.7555 Culvert Pipe Checks	242.000 EACH		
0386	628.7560 Tracking Pads	20.000 EACH		





## Proposal Schedule of Items

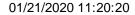
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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0388	628.7570 Rock Bags	250.000 EACH		
0390	629.0210 Fertilizer Type B	158.080 CWT		
0392	630.0110 Seeding Mixture No. 10	916.000 LB		
0394	630.0120 Seeding Mixture No. 20	1,310.000 LB		·
0396	630.0130 Seeding Mixture No. 30	748.000 LB		
0398	630.0140 Seeding Mixture No. 40	2.300 LB		·
0400	630.0200 Seeding Temporary	1,686.000 LB		·
0402	630.0300 Seeding Borrow Pit	300.000 LB		·
0404	630.0500 Seed Water	4,650.000 MGAL		
0406	631.0300 Sod Water	488.000 MGAL		
0408	631.1000 Sod Lawn	19,290.000 SY		
0410	633.5200 Markers Culvert End	75.000 EACH		
0412	634.0612 Posts Wood 4x6-Inch X 12-FT	7.000 EACH		·
0414	634.0614 Posts Wood 4x6-Inch X 14-FT	33.000 EACH		·
0416	634.0616 Posts Wood 4x6-Inch X 16-FT	112.000 EACH		·
0418	634.0618 Posts Wood 4x6-Inch X 18-FT	33.000 EACH		
0420	634.0620 Posts Wood 4x6-Inch X 20-FT	5.000 EACH		





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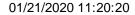
## Proposal Schedule of Items

Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0422	634.0622 Posts Wood 4x6-Inch X 22-FT	5.000 EACH		
0424	634.0624 Posts Wood 4x6-Inch X 24-FT	1.000 EACH		
0426	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	2.000 EACH		
0428	637.2210 Signs Type II Reflective H	1,993.550 SF		
0430	637.2215 Signs Type II Reflective H Folding	74.600 SF		·
0432	637.2230 Signs Type II Reflective F	256.200 SF		
0434	638.2102 Moving Signs Type II	15.000 EACH		
0436	638.2602 Removing Signs Type II	116.000 EACH		
0438	638.3000 Removing Small Sign Supports	85.000 EACH		
0440	638.4000 Moving Small Sign Supports	3.000 EACH		
0442	643.0300 Traffic Control Drums	304,027.000 DAY		
0444	643.0420 Traffic Control Barricades Type III	23,389.000 DAY		
0446	643.0500 Traffic Control Flexible Tubular Marker Posts	821.000 EACH		
0448	643.0600 Traffic Control Flexible Tubular Marker Bases	821.000 EACH		
0450	643.0705 Traffic Control Warning Lights Type A	46,779.000 DAY		
0452	643.0715 Traffic Control Warning Lights Type C	13,235.000 DAY		







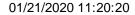
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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0454	643.0800 Traffic Control Arrow Boards	1,096.000 DAY		
0456	643.0900 Traffic Control Signs	43,660.000 DAY		
0458	643.0920 Traffic Control Covering Signs Type II	31.000 EACH		
0460	643.1050 Traffic Control Signs PCMS	742.000 DAY		
0462	643.1070 Traffic Control Cones 42-Inch	10,240.000 DAY	·	<u> </u>
0464	643.5000 Traffic Control	1.000 EACH	·	
0466	645.0105 Geotextile Type C	285.000 SY		
0468	645.0111 Geotextile Type DF Schedule A	132.000 SY		
0470	645.0120 Geotextile Type HR	3,505.000 SY		
0472	646.1020 Marking Line Epoxy 4-Inch	46,795.000 LF	·	
0474	646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	257.000 LF		
0476	646.3020 Marking Line Epoxy 8-Inch	7,236.000 LF		
0478	646.3545 Marking Line Grooved Wet Ref Contrast Epoxy 8-Inch	2,284.000 LF		
0480	646.5020 Marking Arrow Epoxy	42.000 EACH		
0482	646.5120 Marking Word Epoxy	21.000 EACH	·	
0484	646.5320 Marking Railroad Crossings Epoxy	4.000 EACH		







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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0486	646.6120 Marking Stop Line Epoxy 18-Inch	528.000 LF		
0488	646.6220 Marking Yield Line Epoxy 18-Inch	26.000 EACH		
0490	646.6464 Cold Weather Marking Epoxy 4-Inch	12,893.000 LF		·
0492	646.6468 Cold Weather Marking Epoxy 8-Inch	352.000 LF		
0494	646.7120 Marking Diagonal Epoxy 12-Inch	1,646.000 LF	<u> </u>	·
0496	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,716.000 LF		
0498	646.8120 Marking Curb Epoxy	588.000 LF		
0500	646.8220 Marking Island Nose Epoxy	19.000 EACH		
0502	646.9000 Marking Removal Line 4-Inch	12,867.000 LF		
0504	646.9100 Marking Removal Line 8-Inch	1,396.000 LF		
0506	646.9200 Marking Removal Line Wide	778.000 LF		·
0508	646.9300 Marking Removal Special Marking	13.000 EACH		
0510	649.0105 Temporary Marking Line Paint 4-Inch	50,035.000 LF	<u> </u>	·
0512	649.0150 Temporary Marking Line Removable Tape 4-Inch	138,404.000 LF		
0514	649.0205 Temporary Marking Line Paint 8-Inch	636.000 LF		
0516	649.0250 Temporary Marking Line Removable Tape 8-Inch	14,075.000 LF	·	·



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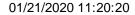
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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0518	649.0505 Temporary Marking Arrow Paint	14.000 EACH	·	
0520	649.0550 Temporary Marking Arrow Removable Tape	67.000 EACH		
0522	649.0605 Temporary Marking Word Paint	7.000 EACH		
0524	649.0650 Temporary Marking Word Removable Tape	26.000 EACH		
0526	649.0770 Temporary Marking Raised Pavement Marker Type II	119.000 EACH		·
0528	649.0805 Temporary Marking Stop Line Paint 18- Inch	140.000 LF		
0530	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	602.000 LF		
0532	649.0960 Temporary Marking Removable Mask Out Tape 6-Inch	2,084.000 LF	·	
0534	650.4000 Construction Staking Storm Sewer	208.000 EACH		
0536	650.4500 Construction Staking Subgrade	23,408.000 LF		
0538	650.5000 Construction Staking Base	24,787.000 LF		
0540	650.5500 Construction Staking Curb Gutter and Curb & Gutter	28,887.000 LF		
0542	650.6000 Construction Staking Pipe Culverts	11.000 EACH		
0544	650.6500 Construction Staking Structure Layout (structure) 01. B-30-139	LS	LUMP SUM	·







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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0546	650.6500 Construction Staking Structure Layout (structure) 02. C-30-07	LS	LUMP SUM	·
0548	650.7500 Construction Staking Concrete Barrier	43.000 LF		
0550	650.8000 Construction Staking Resurfacing Reference	1,386.000 LF	·	
0552	650.8500 Construction Staking Electrical Installations (project) 01. 3210-00-75	LS	LUMP SUM	
0554	650.9000 Construction Staking Curb Ramps	40.000 EACH		
0556	650.9910 Construction Staking Supplemental Control (project) 01. 3210-00-75	LS	LUMP SUM	·
0558	650.9910 Construction Staking Supplemental Control (project) 02. 3340-10-70	LS	LUMP SUM	·
0560	650.9920 Construction Staking Slope Stakes	24,787.000 LF		
0562	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	3,306.000 LF		
0564	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	3,763.000 LF		
0566	652.0700.S Install Conduit into Existing Item	2.000 EACH		
0568	652.0800 Conduit Loop Detector	1,092.000 LF		
0570	653.0135 Pull Boxes Steel 24x36-Inch	14.000 EACH		
0572	653.0140 Pull Boxes Steel 24x42-Inch	31.000 EACH		
0574	653.0905 Removing Pull Boxes	35.000 EACH		·





## Proposal Schedule of Items

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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0576	654.0101 Concrete Bases Type 1	9.000 EACH		
0578	654.0102 Concrete Bases Type 2	5.000 EACH		
0580	654.0105 Concrete Bases Type 5	4.000 EACH		
0582	654.0113 Concrete Bases Type 13	3.000 EACH		
0584	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH		
0586	655.0230 Cable Traffic Signal 5-14 AWG	1,249.000 LF	<u></u>	
0588	655.0240 Cable Traffic Signal 7-14 AWG	2,332.000 LF		·
0590	655.0260 Cable Traffic Signal 12-14 AWG	3,481.000 LF		·
0592	655.0280 Cable Traffic Signal 19-14 AWG	1,014.000 LF		·
0594	655.0320 Cable Type UF 2-10 AWG Grounded	3,157.000 LF		
0596	655.0515 Electrical Wire Traffic Signals 10 AWG	6,408.000 LF		
0598	655.0610 Electrical Wire Lighting 12 AWG	2,159.000 LF		·
0600	655.0700 Loop Detector Lead In Cable	6,072.000 LF	·	
0602	655.0800 Loop Detector Wire	4,100.000 LF		
0604	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. CTH S & CTH H	LS	LUMP SUM	





## Proposal Schedule of Items

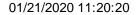
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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0606	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. CTH S & Brumback Boulevard	LS	LUMP SUM	
0608	657.0100 Pedestal Bases	9.000 EACH		
0610	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	9.000 EACH		
0612	657.0310 Poles Type 3	5.000 EACH		
0614	657.0322 Poles Type 5-Aluminum	4.000 EACH		
0616	657.0360 Poles Type 13	3.000 EACH		
0618	657.0420 Traffic Signal Standards Aluminum 13-FT	3.000 EACH		
0620	657.0425 Traffic Signal Standards Aluminum 15-FT	4.000 EACH	·	
0622	657.0430 Traffic Signal Standards Aluminum 10-FT	3.000 EACH	·	
0624	657.0535 Monotube Arms 35-FT	1.000 EACH	·	
0626	657.0545 Monotube Arms 45-FT	2.000 EACH		
0628	657.0555 Monotube Arms 55-FT	3.000 EACH		
0630	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	5.000 EACH		
0632	657.0610 Luminaire Arms Single Member 4 1/2- Inch Clamp 6-FT	4.000 EACH	·	
0634	657.0815 Luminaire Arms Steel 15-FT	8.000 EACH		







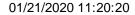
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SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0636	658.0173 Traffic Signal Face 3S 12-Inch	23.000 EACH		
0638	658.0174 Traffic Signal Face 4S 12-Inch	12.000 EACH		
0640	658.0416 Pedestrian Signal Face 16-Inch	14.000 EACH		
0642	658.0500 Pedestrian Push Buttons	15.000 EACH	·	
0644	658.5069 Signal Mounting Hardware (location) 01. CTH S & CTH H	LS	LUMP SUM	
0646	658.5069 Signal Mounting Hardware (location) 02. CTH S & Brumback Boulevard	LS	LUMP SUM	
0648	658.5069 Signal Mounting Hardware (location) 03. CTH S & STH 31	LS	LUMP SUM	·
0650	659.1125 Luminaires Utility LED C	17.000 EACH		
0652	661.0200 Temporary Traffic Signals for Intersections (location) 01. CTH S & CTH H	LS	LUMP SUM	·
0654	661.0200 Temporary Traffic Signals for Intersections (location) 02. CTH S & Brumback Boulevard	LS	LUMP SUM	
0656	674.0300 Remove Cable	883.000 LF		<u> </u>
0658	674.0400 Reinstall Cable	883.000 LF		<u> </u>
0660	690.0150 Sawing Asphalt	892.000 LF		
0662	690.0250 Sawing Concrete	323.000 LF		
0664	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00







Page 23 of 26

Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0666	715.0502 Incentive Strength Concrete Structures	6,762.000 DOL	1.00000	6,762.00
0668	715.0603 Incentive Strength Concrete Barrier	500.000 DOL	1.00000	500.00
0670	740.0440 Incentive IRI Ride	20,480.000 DOL	1.00000	20,480.00
0672	801.0117 Railroad Flagging Reimbursement	30,000.000 DOL	1.00000	30,000.00
0674	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	4,000.000 HRS	5.00000	20,000.00
0676	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	7,000.000 HRS	5.00000	35,000.00
0678	SPV.0060 Special 01. Concrete Bases Type 10 Special	3.000 EACH		
0680	SPV.0060 Special 02. Poles Type 10 Special	3.000 EACH		
0682	SPV.0060 Special 03. Catch Basins Median 1 Grate	28.000 EACH	·	
0684	SPV.0060 Special 04. Catch Basins Median 2 Grate	1.000 EACH	·	
0686	SPV.0060 Special 05. Field Office Type T	1.000 EACH	·	
0688	SPV.0060 Special 06. Remove, Salvage, and Reinstall Hydrant	3.000 EACH		·
0690	SPV.0060 Special 07. Remove and Salvage Hydrant	1.000 EACH		
0692	SPV.0060 Special 08. Remove and Salvage Gate Valve and Valve Box	4.000 EACH		
0694	SPV.0060 Special 09. Adjust Water Valve Box	7.000 EACH		





## Proposal Schedule of Items

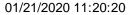
Page 24 of 26

Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0696	SPV.0060 Special 10. 6-Inch Gate Valve and Box	3.000 EACH		
0698	SPV.0060 Special 11. 6-Inch Hydrant Extension	6.000 EACH	<u></u>	
0700	SPV.0060 Special 12. Cut, Abandon, and Fill Culvert Pipe	1.000 EACH		
0702	SPV.0060 Special 13. Pull Boxes Steel Frames & Lids	1.000 EACH		·
0704	SPV.0060 Special 14. Utility Line Opening	6.000 EACH		
0706	SPV.0060 Special 15. Temporary Marking Railroad Crossing Removable Tape	1.000 EACH		·
0708	SPV.0060 Special 16. Connect Drain Tile	20.000 EACH		
0710	SPV.0090 Special 01. Silt Fence Heavy Duty	1,966.000 LF		
0712	SPV.0090 Special 02. Culvert Pipe Temporary 108- Inch	165.000 LF		
0714	SPV.0090 Special 03. Remove, Salvage, and Reinstall Guardrail	100.000 LF		
0716	SPV.0090 Special 04. Fence Split Rail Three Rail	1,780.000 LF		
0718	SPV.0090 Special 05. 16-Inch Diameter Water Main	81.000 LF	·	
0720	SPV.0090 Special 06. 6-Inch Diameter Water Main	101.000 LF		
0722	SPV.0090 Special 07. Clvrt Pipe Reinforced Concrete Hor Elliptical Class HE-IV 38x60-Inch	339.000 LF	·	







Page 25 of 26

Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0724	SPV.0090 Special 08. Boring and Jacking Smooth Steel Culvert Pipe 36-Inch	74.000 LF		
0726	SPV.0090 Special 09. Pipe Jacking SSPRC Class V 36-Inch	110.000 LF		
0728	SPV.0105 Special 01. Traffic Signal Cabinet and Controller CTH S & CTH H	LS	LUMP SUM	
0730	SPV.0105 Special 02. Traffic Signal Cabinet and Controlled CTH S & Brumback Boulevard	LS	LUMP SUM	·
0732	SPV.0105 Special 03. Emergency Vehicle Preemption System CTH S & CTH H	LS	LUMP SUM	
0734	SPV.0105 Special 04. Emergency Vehicle Preemption System CTH S & Brumback Boulevard	LS	LUMP SUM	
0736	SPV.0105 Special 05. Vehicle Video Detection System CTH S & CTH H	LS	LUMP SUM	
0738	SPV.0105 Special 06. Vehicular Video Detection System CTH S & Brumback Boulevard	LS	LUMP SUM	
0740	SPV.0105 Special 07. Temporary EVP System CTH S & CTH H	LS	LUMP SUM	
0742	SPV.0105 Special 08. Temporary EVP System CTH S & Brumback Boulevard	LS	LUMP SUM	
0744	SPV.0105 Special 09. Temporary Vehicle Detection CTH S & CTH H	LS	LUMP SUM	
0746	SPV.0105 Special 10. Temporary Vehicle Detection CTH S & Brumback Boulevard	LS	LUMP SUM	
0748	SPV.0105 Special 11. Anti-seep Collar	LS	LUMP SUM	





Proposal Schedule of Items

Page 26 of 26

Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0750	SPV.0105 Special 12. Box Culvert Barrel Excavation	LS	LUMP SUM	
0752	SPV.0165 Special 01. Polystyrene Insulation	1,600.000 SF		
0754	SPV.0165 Special 02. Temporary Shoring Railroad	762.000 SF		
0756	SPV.0170 Special 01. Proof Rolling	103.000 STA		
0758	SPV.0180 Special 01. Reinforced Polyethylene Sheeting	335.000 SY		
0760	SPV.0195 Special 01. Breaker Run Temporary	30.000 TON		
0762	SPV.0195 Special 02. Excavation, Hauling, and Disposal of Contaminated Soil	198.000 TON		
0764	SPV.0195 Special 03. Management of Solid Waste	114.000 TON		
	Section: 000	)1	Total:	

Total Bid:



# **Wisconsin Department of Transportation**

February 4, 2020

**Division of Transportation Systems Development** 

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

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

#### **NOTICE TO ALL CONTRACTORS:**

Proposal #38: 3210-00-75, WISC 2019 742 3340-10-70

CTH S Green Bay Road, City of Kenosha

CTH H to Brumback Blvd CTH S Intersection

CTH S STH 31

Kenosha County Kenosha County

# Letting of February 11, 2020

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

#### **Special Provisions:**

	Revised Special Provisions
Article No.	Description
25	Notice to Contractor – Airport Operating Restrictions

#### Schedule of Items:

	Revised Bid Item Quantities – Project 3210-00-75				
Bid Item	Item Description	Unit	Old	Revised	Proposal
Did itelli		Unit	Quantity	Quantity	Total
505.0600	Bar Steel Reinforced HS Coated Structures	LB	123,030	30,000	153,030
608.0336	Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	LF	114	-54	60
SPV.0090.09	Pipe Jacking SSPRC Class V 36-Inch	LF	110	-25	75

	Added Bid Item Quantitie	s			
Bid Item	Item Description	Unit	Old	Revised	Proposal
Did itelli	item bescription	Offic	Quantity	Quantity	Total
608.0536	Storm Sewer Pipe Reinforced Concrete Class V 36-Inch	LF	0	90	90

# Plan Sheets:

Revised Plan Sheets				
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)			
118	Storm Sewer (storm sewer pipe between structures 350D-350C and 350C-350 was changed to Class V. Pipe from structure 350 to box culvert is shown as 75-ft to be Jacked and 35-ft trench laid.)			
198	Temporary Traffic Signal Plan – Stage 1A (pole WP3 was replaced with two additional poles since the building at the northeast corner of the intersection may still be standing at the start of construction.)			
199	Temporary Traffic Signal Plan – Stage 1B (Notation was added to remove the poles WP5 and WP6 and replace with WP3 after the building in the northeast corner of the intersection is razed so construction of the northeast corner of the intersection can continue.)			
320-	Miscellaneous Quantities – Storm Sewer Pipes (added Item 608.0536 SSPRC Class V 36-			
325	Inch and revised the quantity for item 608.0336 SSPRC Class III 36-Inch.)			
351	Miscellaneous Quantities – Special Pipes (revised quantity for item SPV.0090.09 Pipe Jacking SSPRC Class V 36-Inch.)			

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

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

# ADDENDUM NO. 02 3210-00-75 & 3340-10-70 February 5, 2020

#### **Special Provisions**

#### 25. Notice to Contractor – Airport Operating Restrictions

Replace paragraph one with the following:

The Kenosha Regional Airport (ENW) is located immediately adjacent to the project site. A Notice of Proposed Construction or Alteration (form 7460-1) has been filed with the Federal Aviation Administration (FAA). FAA approval is anticipated by March 2020. The notice included the request for use of a 200-ft tall crane at the CTH S bridge over the Canadian Pacific Railroad (B-30-139), measured from the ground surface near the tracks, and typical road construction equipment not exceeding 30-ft in height along the rest of the project. Construction operations that exceed these heights or have certain radio frequencies that could impact airport operations may require the contractor to file a new Notice of Proposed Construction or Alteration (form 7460-1) 45 days prior to construction.

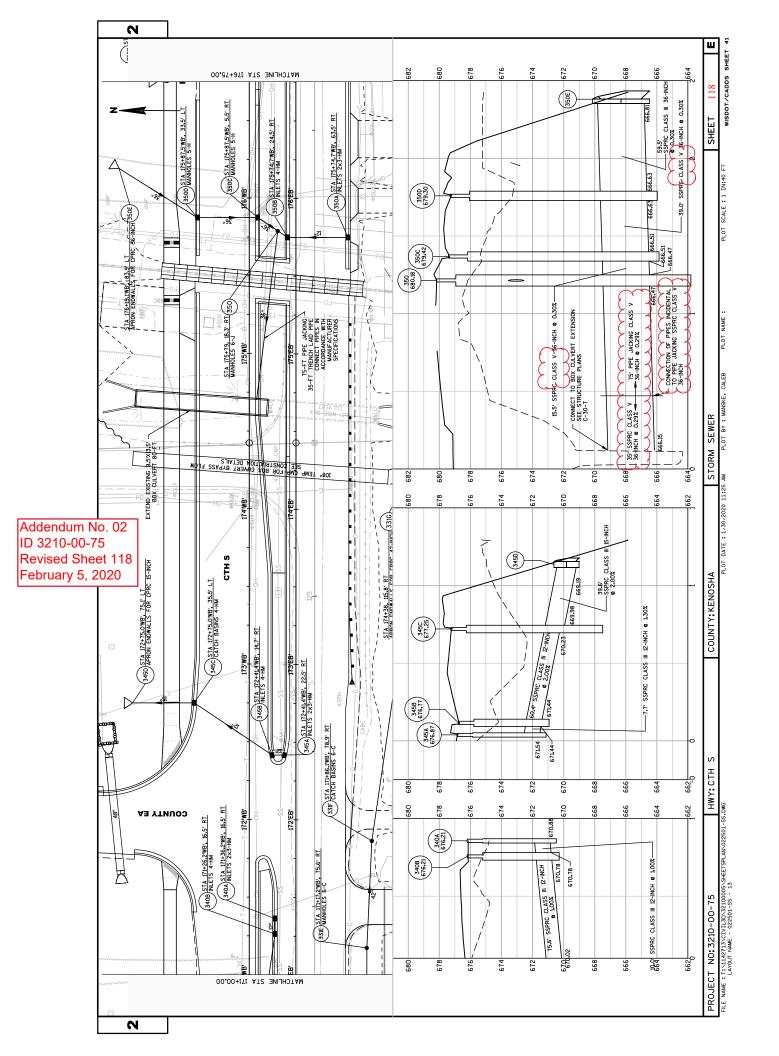
#### Schedule of Items

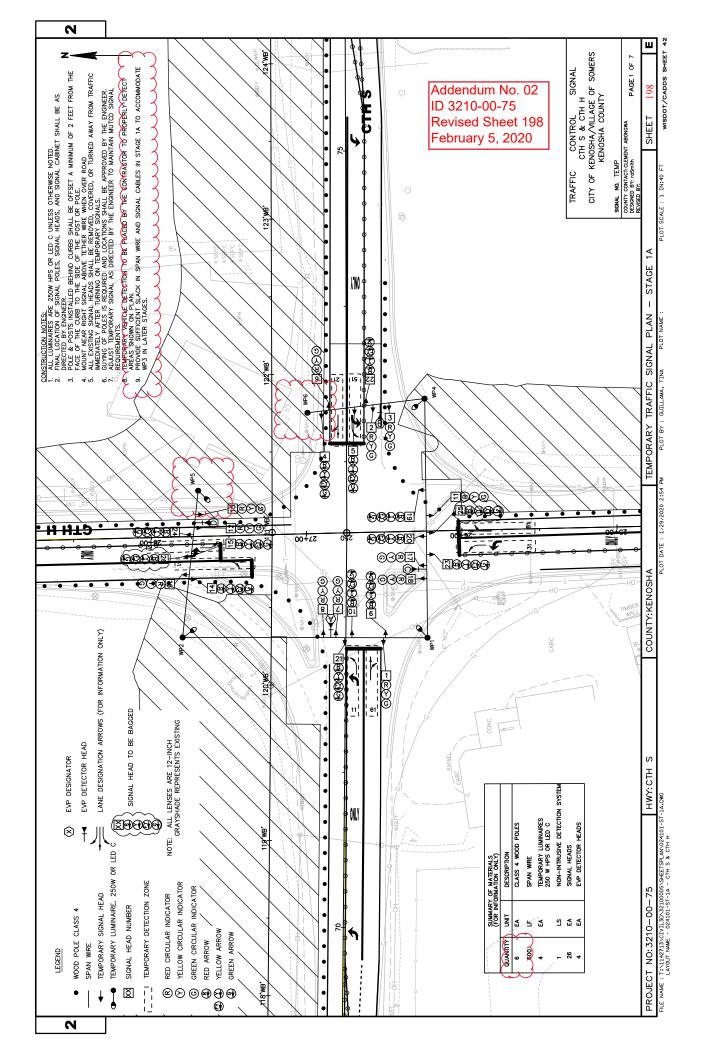
Attached, dated February 5, 2020, are the revised Schedule of Items Pages 5, 9, 25, and 26.

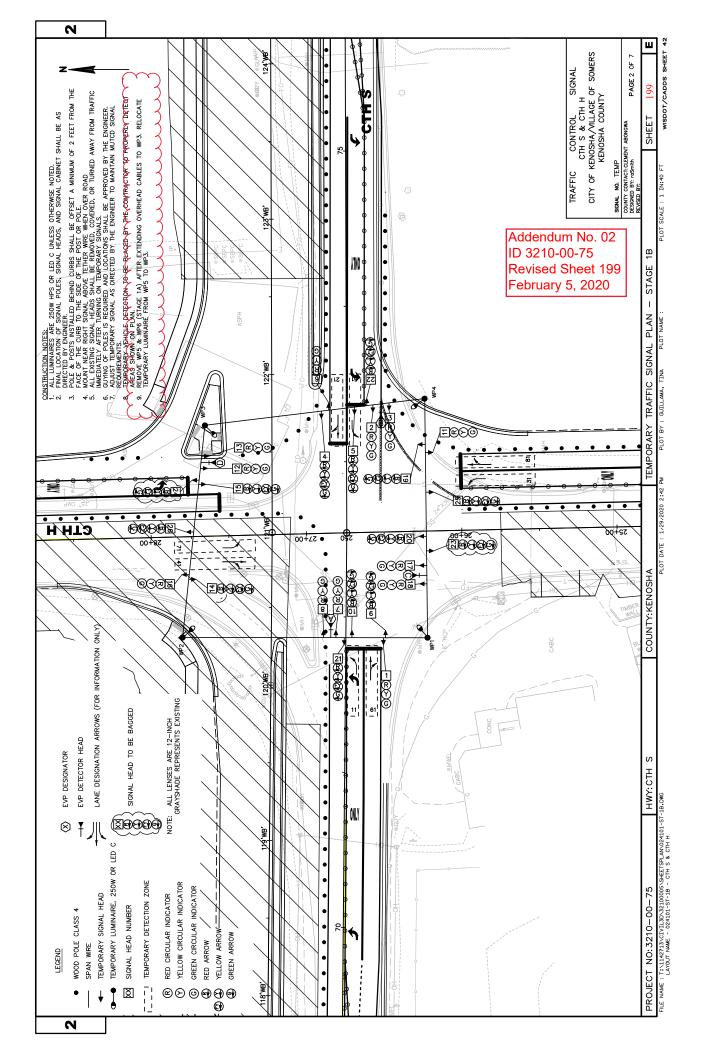
#### Plan Sheets

The following  $8\frac{1}{2}$  x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 115, 198, 199, 320 – 325, and 351.

END OF ADDENDUM







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SHEET NO: 323 **E**WISDOT/CADDS SHEET 42

MISCELLANEOUS QUANTITIES
PLOT DATE : 1/30/2020 1/27 PM PLOT BY :

COUNTY: KENOSHA

HWY: CTH S

PROJECT NO: 3210-00-75
FILE NAME: T:\(Project#)\(Cadd\)Quants\(\text{030201}\)\_mq.ppt

Addendur ID 3210-0 Revised S February

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SLOPE
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SPV.0195.03 MANAGEMENT OF SOLID OF WASTE

SPLIT RAIL FENCE

690.0250 CONCRETE

690.0150 ASPHALT

LOCATION

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LOCATION

Addendum No. 02 ID 3210-00-75 Revised Sheet 351 February 5, 2020

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113+00 - 117+00 117+00 - 132+00 132+00 - 147+00 147+00 - 162+00 162+00 - 177+00 177+00 - 192+00 192+00 - 207+00

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13+24 - 18+00 18+00 - 26+00 28+00 - 33+00 33+00 - 43+59

СТНН

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TOTAL

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BRUMBACK BLVD 400+50 - 401+64

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CTH EA 301+00 - 310+25

FRONTAGE ROAD 70+89 - 75+43

74	TOTAL								
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74	0.36%	674.79	146.5'LT	148+12'WB' 146.5'LT 674.79 0.36%	1	90'5'99	147.4' LT	147+38'WB' 147.4'LT 675.06	I
							ROSSING	RAILROAD CF	CANADIAN PACIFIC RAILROAD CROSSING
LF	%	ELEV	OFFSET	STATION	STRUCTURE STATION OFFSET	ELEV	OFFSET	STATION	STRUCTURE STATION
36-INCH	SLOPE		DISCHARGE	DISC			INLET		
SMOOTH STEEL CULVERT PIPE									
SPV.0090.08									
			ωl	SPECIAL PIPES					

WISDOT/CADDS SHEET 42 SHEET NO: PLOT SCALE : 1.000000:1.000000 PLOT NAME: 030201\_mq MISCELLANEOUS QUANTITIES
PLOT DATE :1/31/2020 10:14 AM PLOT BY : COUNTY: KENOSHA HWY: CTH S PROJECT NO: 3210-00-75
FILE NAME: T:\Project#)\Cadd\Quants\030201\_mq.ppt

3

ALL ITEMS CATEGORY 0010 UNLESS NOTED

75

SPV.0090.09
PIPE JACKING
SSPRC
CLASS V
36-INCH

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## Proposal Schedule of Items

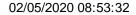
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Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	465.0105 Asphaltic Surface	1,885.000 TON		
0120	465.0120 Asphaltic Surface Driveways and Field Entrances	290.000 TON		·
0122	465.0125 Asphaltic Surface Temporary	1,240.000 TON		
0124	465.0310 Asphaltic Curb	750.000 LF		
0126	465.0315 Asphaltic Flumes	131.000 SY		
0128	502.0100 Concrete Masonry Bridges	846.000 CY		·
0130	502.3200 Protective Surface Treatment	1,108.000 SY	·	<u> </u>
0132	502.3210 Pigmented Surface Sealer	332.000 SY		·
0134	502.4205 Adhesive Anchors No. 5 Bar	126.000 EACH		<u> </u>
0136	503.0136 Prestressed Girder Type I 36-Inch	867.000 LF		·
0138	504.0100 Concrete Masonry Culverts	281.000 CY		
0140	504.0900 Concrete Masonry Endwalls	7.000 CY	·	
0142	505.0400 Bar Steel Reinforcement HS Structures	40,500.000 LB		
0144	505.0600 Bar Steel Reinforcement HS Coated Structures	153,030.000 LB		·
0146	505.0800.S  Bar Steel Reinforcement HS Stainless Structures	1,940.000 LB		·
0148	506.2605 Bearing Pads Elastomeric Non- Laminated	36.000 EACH	<del>.</del>	







## Proposal Schedule of Items

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Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0232	602.0410 Concrete Sidewalk 5-Inch	21,063.000 SF		
0234	602.0505 Curb Ramp Detectable Warning Field Yellow	404.000 SF		
0236	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	224.000 SF		·
0238	603.1342 Concrete Barrier Type S42B	43.000 LF		•
0240	603.8000 Concrete Barrier Temporary Precast Delivered	600.000 LF		
0242	603.8125 Concrete Barrier Temporary Precast Installed	600.000 LF	·	
0244	604.0500 Slope Paving Crushed Aggregate	736.000 SY		
0246	606.0200 Riprap Medium	437.000 CY		•
0248	606.0300 Riprap Heavy	137.000 CY		
0250	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	813.000 LF		·
0252	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	332.000 LF	·	·
0254	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	156.000 LF		·
0256	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	60.000 LF	·	·
0258	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	1,103.000 LF		



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## Proposal Schedule of Items

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Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0724	SPV.0090 Special 08. Boring and Jacking Smooth Steel Culvert Pipe 36-Inch	74.000 LF	·	
0726	SPV.0090 Special 09. Pipe Jacking SSPRC Class V 36-Inch	75.000 LF	·	
0728	SPV.0105 Special 01. Traffic Signal Cabinet and Controller CTH S & CTH H	LS	LUMP SUM	
0730	SPV.0105 Special 02. Traffic Signal Cabinet and Controlled CTH S & Brumback Boulevard	LS	LUMP SUM	
0732	SPV.0105 Special 03. Emergency Vehicle Preemption System CTH S & CTH H	LS	LUMP SUM	
0734	SPV.0105 Special 04. Emergency Vehicle Preemption System CTH S & Brumback Boulevard	LS	LUMP SUM	
0736	SPV.0105 Special 05. Vehicle Video Detection System CTH S & CTH H	LS	LUMP SUM	
0738	SPV.0105 Special 06. Vehicular Video Detection System CTH S & Brumback Boulevard	LS	LUMP SUM	
0740	SPV.0105 Special 07. Temporary EVP System CTH S & CTH H	LS	LUMP SUM	·
0742	SPV.0105 Special 08. Temporary EVP System CTH S & Brumback Boulevard	LS	LUMP SUM	
0744	SPV.0105 Special 09. Temporary Vehicle Detection CTH S & CTH H	LS	LUMP SUM	
0746	SPV.0105 Special 10. Temporary Vehicle Detection CTH S & Brumback Boulevard	LS	LUMP SUM	
0748	SPV.0105 Special 11. Anti-seep Collar	LS	LUMP SUM	



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## Proposal Schedule of Items

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Federal ID(s): WISC 2019742, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0750	SPV.0105 Special 12. Box Culvert Barrel Excavation	LS	LUMP SUM	·
0752	SPV.0165 Special 01. Polystyrene Insulation	1,600.000 SF		
0754	SPV.0165 Special 02. Temporary Shoring Railroad	762.000 SF		
0756	SPV.0170 Special 01. Proof Rolling	103.000 STA		
0758	SPV.0180 Special 01. Reinforced Polyethylene Sheeting	335.000 SY		·
0760	SPV.0195 Special 01. Breaker Run Temporary	30.000 TON		
0762	SPV.0195 Special 02. Excavation, Hauling, and Disposal of Contaminated Soil	198.000 TON	·	
0764	SPV.0195 Special 03. Management of Solid Waste	114.000 TON		
0766	608.0536 Storm Sewer Pipe Reinforced Concrete Class V 36-Inch	90.000 LF		
	Section: 000	1	Total:	
			Total Bid:	