#### HIGHWAY WORK PROPOSAL

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

Proposal Number: 005

| COUNTY | STATE PROJECT | <u>FEDERAL</u> | PROJECT DESCRIPTION  | <u>HIGHWAY</u> |
|--------|---------------|----------------|--|----------------|
| Vernon | 5163-09-71    | WISC 2020066   | Genoa - Stoddard; STH 56 To S Village<br>Limit Stoddard                  | STH 035        |
| Vernon | 5163-09-72    | WISC 2020067   | Main Street,V Of Stoddard; South V<br>Limit To North V Limit             | STH 035        |
| Vernon | 5163-09-73    | N/A            | Main Street, Village Of Stoddard; Fr .29<br>M S STH 162 Northerly .91 Mi | STH 035        |

# 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: \$330,000.00  Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE.    |
|--|---|
| Bid Submittal Date: March 10, 2020 Time (Local Time): 9:00 am                                | Firm Name, Address, City, State, Zip Code  SAMPLE |
| Contract Completion Time<br>November 13, 2020  | NOT FOR BIDDING PURPOSES                          |
| Assigned Disadvantaged Business Enterprise Goal 3%   | This contract is exempt from federal oversight.   |

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

this proposal bid.

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

Subscribed and sworn to before me this date \_\_\_\_\_\_

(Signature, Notary Public, State of Wisconsin) (Bidder Signature)

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

(Date Commission Expires) (Bidder Title)

Notary Seal

| Type of Work: For De  | For Department Use Only |  |  |
|---|-------------------------|--|--|
| Excavation, Base, HMA Pavement, Curb and Gutter, Sidewalk, Signs, Pavement Marking, Water and Sewer, Structure Construct Retaining Wall Construction, Street Lighting |                         |  |  |
| Notice of Award Dated   | Date Guaranty Returned  |  |  |

# PLEASE ATTACH PROPOSAL GUARANTY HERE

# **Effective with November 2007 Letting**

# PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

# **Effective with August 2015 Letting**

# BID PREPARATION

# Preparing the Proposal Schedule of Items

#### A General

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

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

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

  <a href="https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx">https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</a>

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

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

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

# B.1 On the Internet

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

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

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

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

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

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

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

**Bidder Name** 

**BN00** 

Proposals: 1, 12, 14, & 22

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

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

#### C Waiver of Electronic Submittal

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

| Proposal Number   | Project Number |                          | Letting Date |
|-------------------|----------------|--------------------------|--------------|
| Name of Principal |                |                          |              |
| Name of Surety    |                | State in Which Surety is | Organized    |

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

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

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

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

#### **PRINCIPAL**

| (Company Name) (Affix Corpo                        | rate Seal)                          |   |                                  |
|--|-------------------------------------|---|----------------------------------|
| (Signature and Title)                              |                                     |   |                                  |
| (Company Name)                                     | _                                   |   |                                  |
| (Signature and Title)                              |                                     |   |                                  |
| (Company Name)                                     |                                     |   |                                  |
| (Signature and Title)                              |                                     | (Name of Surety) (Affix Seal)                         |                                  |
| (Company Name)                                     |                                     | (Signature of Attorney-in-Fact)                       |                                  |
| (Signature and Title)                              |                                     |   |                                  |
| NOTARY F   | OR PRINCIPAL                        | NOTARY FO   | R SURETY                         |
| (  | Date)                               | (Dat  | te)                              |
| State of Wisconsin                                 | )                                   | State of Wisconsin                                    | )                                |
|  | ) ss.<br>County )                   |   | ) ss.<br>_County )               |
| On the above date, this instrumen named person(s). | t was acknowledged before me by the | On the above date, this instrument w named person(s). | as acknowledged before me by the |
| (Signature, Notary P                               | ublic, State of Wisconsin)          | (Signature, Notary Publ                               | ic, State of Wisconsin)          |
| (Print or Type Name, Nota                          | ary Public, State of Wisconsin)     | (Print or Type Name, Notary                           | Public, State of Wisconsin)      |
| (Date Comr   | mission Expires)                    | (Date Commis  | sion Expires)                    |

Notary Seal Notary Seal

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

# **CERTIFICATE OF ANNUAL BID BOND**

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

#### March 2010

# LIST OF SUBCONTRACTORS

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

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

| Name of Subcontractor | Class of Work | <b>Estimated Value</b> |
|-----------------------|---------------|------------------------|
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# **DECEMBER 2000**

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

# **Instructions for Certification**

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

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

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

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

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

# **Special Provisions**

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# STSP'S Revised June 18, 2019 SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Projects:

#### 5163-09-71

Genoa – Stoddard, STH 56 to South Village Limit Stoddard,

#### 5163-09-72

Main Street, Village of Stoddard, South Village Limit to North Village Limit, and

#### 5163-09-73

Main Street, Village of Stoddard, Fr .29 M S STH 162 Northerly .91 Miles,

located on STH 35 in Vernon 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.

# Project 5163-09-71

The work under this contract shall consist of grading, base, cold-in place recycling, asphaltic pavement, structure replacements B-62-124, B-62-125, B-62-126 and C-62-344, beam guard, culvert pipes, concrete curb and gutter, pavement markings, permanent signing, topsoil, traffic control and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

# Project 5163-09-72

The work under this contract shall consist of grading, base, asphaltic pavement, storm sewer, pavement markings, permanent signing, street lighting, concrete curb and gutter, topsoil, traffic control and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

#### Project 5163-09-73

The work under this contract shall consist of sanitary sewer and water main and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. 104-005 (20090901)

# 3. Prosecution and Progress.

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

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

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

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

Have a superintendent or designated representative from the prime contractor on the job site during all controlling work operations, including periods limited to only subcontractor work operations, to serve as a primary contact person and to coordinate all work operations.

# **Fish Spawning**

There shall be no instream disturbance of Coon Creek or Spring Coulee Creek as a result of construction activity under or for this contract, from September 15 to April 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of trout.

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)

## **Migratory Birds**

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

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

0074 (20090901)

# **Village Utilities**

The existing Village of Stoddard sanitary sewer and water main systems serve users along the STH 35 corridor and portions of the Village to the east and west of the project. The sanitary sewer and water main system shall remain in service or the area served shall be provided temporary service until the new water main and sanitary sewer main is installed, tested, and accepted.

Sanitary sewer service lines to individual users may be disconnected for a period not to exceed 2-hours. Notification of water service interruption is required. Water service interruptions to individual users shall be limited to the time required to make temporary and final water service connections and shall be coordinated with the users. Notify the Village of Stoddard Water Department and all affected water users 24 hours in advance of service interruptions. Contact Kent Hatlestad, Village Administrator, (608) 457-2136, for service outage coordination. Existing valves will be operated by Village of Stoddard staff only, unless prior arrangements have been made with village staff.

# Northern Long-eared Bat (Myotis septentrionalis)

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

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

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

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

#### General

Maintain existing storm sewer drainage during construction. Temporary connections/ structures are incidental to the contract.

Concrete Bases shall not be constructed prior to the adjacent curb.

Protect all building and retaining wall faces from damage, dirt, concrete or slurry. When performing work near the buildings and walls, put a shield (plywood, sheeting, etc.) up against the building or wall to protect it. The cost of this work is incidental to the work being done at the time. The contractor is responsible for returning the building faces to its original condition if any damage occurs.

# Staging and Interim Liquidated Damages

# Stage 1 Urban (5163-09-72) - STH 35 -Broadway Street to Badger Street

Complete construction operations on STH 35 between Broadway Street and Badger Street, including work on Badger Street, to the stage necessary to reopen it to local traffic. Do not reopen until completion of the following work: storm sewer, sanitary sewer, watermain and base course placement. Urban Stage 2 cannot begin until Urban Stage 1 is open to local traffic on a minimum of 24-foot wide base aggregate driving lanes. Base Aggregate shall be maintained until HMA is placed.

# Stage 1 Rural (5163-09-71) - STH 35 Right Turn Lanes at STH 56 and Sylvan Glenn Roads

Complete construction operations on STH 35 at the intersections with STH 56 and Sylvan Glenn Road, to the stage necessary to reopen it to local traffic prior to the beginning of Rural Stage 2. Do not reopen until completion of the following work: grading, pipe culverts, subgrade improvements, base course placement, asphaltic surface, and temporary pavement markings. Do not install curb and gutter until CIR has been performed in a later stage.

# Stage 2 Urban (5163-09-72) STH 35- Badger Street to Proksch Coulee Road

Complete construction operations on STH 35 between Badger Street to Proksch Coulee Road, to the stage necessary to reopen it to local traffic. Do not reopen until completion of the following work: storm sewer, sanitary sewer, watermain, and base course placement. Urban stage 3 shall not begin until Urban stage 2 is open to local traffic on a minimum of 24-foot wide base aggregate driving lanes and maintain until HMA is placed.

#### Stage 2 and 3 Rural (5163-09-71) - STH 35-Structures and N. Main Street Intersection

Begin roadway closure (detour on STH 56, Stage 3 Traffic) on STH 35 no earlier than 12:01 AM June 8, 2020. Construct B-62-124, 125 and 126, C-62-344, the North Main Street intersection in Genoa, and the culvert pipe replacements throughout the project. During the closure the contractor shall complete construction operations on Structure B-62-124 to the stage necessary to allow construction traffic across the structure no later than 12:01 AM, September 15, 2020. Do not reopen until completion of the following work: concrete masonry bridges (super structure) including parapet, concrete pavement approach slabs, grading, subgrade improvements, and base course placement. Do not install the corrugated median at N. Main Street or curb at rural intersections until after CIR has been performed.

If the contractor fails to complete the work outlined above to reopen STH 35 and all local roadway intersections to local traffic prior to 12:01 AM, September 15, 2020, the department will assess the contractor \$1,875 in interim liquidated damages for each calendar day. 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.

# Stage 3 Urban (5163-09-72) – STH 35-South Village Limits to Broadway Street

Begin Urban Stage 3 once the Rural Stage 2 detour is in place. Complete construction operations along STH 35 between the south limits of the Village of Stoddard and Broadway Street. Construction operations shall be completed to the stage necessary to reopen it to local traffic on a minimum of 24-foot wide base aggregate driving lanes and access to the southernly most house within the village limits of Stoddard. Do not reopen Urban Stage 3 until completion of the following work: storm sewer, sanitary sewer, watermain and base course placement. Complete remaining contract work on Urban Stage 1 and Stage 2 and pave asphalt binder in Urban Stage 1 and Urban Stage 2. In additional all Urban Stage 1 and Stage 2 contract work with the exception of the top layer of asphaltic surface shall be completed.

If the contractor fails to complete the work outlined above to reopen STH 35 and all local roadway intersections to local traffic prior to 12:01 AM, August 10, 2020, the department will assess the contractor \$1,875 in interim liquidated damages for each calendar day. 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.

# Stage 4 Urban (5163-09-72) STH 162 and STH 35

Complete construction operations along STH 162 from STH 35 to the easterly limits. Complete all contract work for STH 35, STH 162 and all sideroads for the entire length of project 5163-09-72

# Stage 4 Rural (5163-09-71) – Complete remaining rural work

Complete final construction operations along STH 35 between STH 56 and Village of Stoddard. Do not reopen until completion of the following work: all structure work, HMA paving operations, shoulder operations, beam guard, signing, pavement markings, and landscaping.

#### 4. Traffic.

Maintain access to properties and a minimum of one lane of travel within the project limits, for property owners, businesses and emergency vehicles and personnel. Notify the Stoddard Bergen Fire Department, area police departments and area EMS services of any work operation that may limit the accessibility for emergency vehicles.

Maintain access to businesses within the corridor. Some businesses have multiple driveways and side or back street accesses that are within the project limits. Do not close driveways or the side or back street entrances without providing access to their other driveway(s). Coordinate with business owners to stage sidewalk work in front of the main entrance areas to allow feasible continuous pedestrian access to these entrances.

During placement of sanitary sewer and water main laterals the sidewalk shall be detoured to Cottage street for a maximum of one week per stage. During lateral placement, the sidewalk shall be open on an ADA compliant solid surface at the end of each working day.

Accomplish the construction sequence, including the associated traffic control, as detailed in the plans as described below.

#### Traffic -Stage 1

- Detour Traffic will be detoured at STH 35/STH 162 in Stoddard. Traffic will be detoured onto STH 162 northerly to USH 14/61 near Coon Valley and then directed westerly on USH 14/61 to where it intersects with STH 35 again in La Crosse.
- Traffic Control Construction of Right Turn Lanes at STH 56 in Genoa and Sylvan Glenn Road will require traffic control consistent shoulder closures and lane width restrictions to complete construction activities. An additional flagger will be required at the intersection of STH 56 and Main Street in Genoa when the culvert is placed under STH 35 at the intersection of STH 56.
   STH 35 in Stoddard will be closed to through traffic. Begin work at Badger Street and extend to Broadway Street. In addition, Badger Street will be closed to allow for installation of the storm sewer trunk line.
- Pedestrian Cross Walk Provide for temporary cross walks on the north side of Badger Street across STH 35, and to the south of roadway closure south of Broadway Street/SBFD. Provide a minimum clear width of 4-ft for cross walks with a hard surface consistent with Temporary Pedestrian Surface (Material) in the contract

# Traffic -Stage 2

- Detour Same detour route as in Stage 1 Traffic Control.
- Traffic Control Open STH 35/Badger Street/Broadway Street to Local Traffic Only. Close STH 35 from Proksch Coulee Road to Badger Street. Maintain traffic and the asphalt pavement on Proksch Coulee Road and on STH 35 from 953+25 to 959+00 until installation of water and sanitary. Construct Proksch Coulee Road and on STH 35 from 953+25 to 959+00 under local traffic using flaggers.

Maintain 24' wide travelled way on STH 35 from 953+25 to 959+00 and on Proksch Coulee Rd to provide for local access at the end of each working day.

 Pedestrian Cross Walks – Provide for temporary cross walks at School Street across STH 35, and to the south of roadway closure south of Broadway Street/SBFD. Provide a minimum clear width of 4-feet for cross walks with a hard surface consistent with Temporary Pedestrian Surface (Material) in the contract

# Traffic -Stage 3

Detour –Traffic will be moved from being detoured on STH 162 to being detoured on STH 56 in Genoa. Traffic will follow STH 56 easterly to Viroqua where it will then be directed onto USH 14/61 at East/West Decker Street. Traffic will then travel west on USH 14/61 to where it intersects with STH 35 in La Crosse.

#### Traffic Control

Urban Traffic Control – Open STH 35 from Proksch Coulee Road to Broadway Street to Local Traffic Only. Close STH 35 from Broadway Street to the southern limits of project 5163-09-72. Notify the Stoddard Bergen Fire Department and the Village 48 hours prior to closing the fire department driveway. Limit the time the fire department driveway is closed. Complete remaining work on Urban Stage 1 and Stage 2 and pave asphalt binder.

Maintain 20' wide travelled way across STH 35 at the Center Street intersection to provide for local access at the end of each working day.

Rural Traffic Control– Full Roadway Closure to the north of Sylvan Glenn Road (Coon Creek Structure) to 700' south of STH 162 in Stoddard. Sylvan Glenn Road to N. Main Street in Genoa will be open to Local Traffic Only with temporary traffic signals for lane closures at box culvert replacement (C-62-344) and structure replacement at Spring Coulee Creek (B-62-126). Begin a full roadway closure between N. Main Street and STH 56 in Genoa to allow for the replacement of the Genoa Creek structure (B-62-125). Traffic Control at the intersection of N. Main Street in Genoa will be consistent with shoulder closures to allow for roadway widening.

Pedestrian Cross Walks – Provide for temporary cross walks at School Street across STH 35, south of Broadway Street and north of STH 162. Provide a minimum clear width of 4-ft for cross walks with a hard surface consistent with Temporary Pedestrian Surface (Material) in the contract. Place paper joints at all cross-walk locations in Urban Stage 1 and Stage 2 areas after placing the lower layer of asphalt and remove prior to the final surface lift. Ensure the joints meet ADA standards (12:1 slopes)

# Traffic -Stage 4

Detour – Same detour route as in Stage 3 Traffic Control.

#### · Traffic Control

Urban Traffic Control – Open STH 35 from Proksch Coulee Road to the southerly Village limits to Local Traffic Only. Close STH 162 from STH 35 to the easterly STH 162 limits. Complete remaining work in urban Stage 3 and pave binder.

Rural Traffic Control – Mainline roadway closures are consistent with stage 3. Lane closures at Structures C-62-344 and B-62-126 will be switched to allow traffic to flow in the north bound lane. Traffic control at N. Main Street in Genoa will be switched and place traffic on the new outside lanes allowing for construction operation over the existing roadway (new medians and turn lane).

Pedestrian Cross Walks – Maintain existing cross walks as located in Stage 3 traffic control until
the conclusion of the project or until the new roadway surface is in place. Provide a minimum
clear width of 4-ft for cross walks with a hard surface consistent with Temporary Pedestrian
Surface (Material) in the contract. Place paper joints at all cross-walk locations that meet ADA
standards in Urban Stage 3 and 4 areas after binder is placed and remove prior to the final
surface lift.

Place roadway and sidewalk signing, and roadway temporary pavement marking as detailed on the plans and specials and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Traffic control for the next stage shall be completely in place by the end of the working day of a traffic switch. Cover or remove conflicting signs as necessary to avoid confusion.

All traffic control items and flaggers for any temporary lane closure required for short-term construction or for delivery of materials shall be included in the bid item "Traffic Control", under this contract.

Temporary Pedestrian Barricade, or other engineer approved method, shall guide pedestrian corridors; drums shall not be used for pedestrian corridors.

Use drums, barricades, flexible tubular markers, and other approved work zone traffic control devices to direct vehicular in the work zone. Protect and delineate hazards such as open excavations, abrupt dropoffs, and exposed manholes, inlets, and hydrants, with wedged material, drums, barricades, and other approved work zone traffic control devices as shown in the plans, special provisions or as directed by the engineer.

Do not store equipment, materials, or vehicles on adjacent side streets near the project limits. In addition, vehicles of contractor's employees, subcontractors, subcontractors' employees, vendors, etc. shall not be parked in Municipal Parking Lots.

Notify the Village Hall in Stoddard and SBFD forty-eight hours in advance of any switch over of traffic stages or closure of side streets. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

#### **Wisconsin Lane Closure System Advance Notification**

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

# 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 35, STH 56 and STH 162 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, April 10, 2020 to 6:00 AM Monday, April 13, 2020 for Easter;
- From noon Friday, May 22, 2020 to 6:00 AM Tuesday, May 26, 2020 for Memorial Day;
- From noon Thursday, July 2, 2020 to 6:00 AM Monday, July 6, 2020 for Independence Day;
- From noon Friday, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day.

stp-107-005 (20181119)

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

The Village of Stoddard personnel will inspect construction of sanitary sewer and water main under this contract. This will include construction staking, testing, and acceptance of the sanitary sewer and water main construction by the Village of Stoddard.

#### 7. Utilities.

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

stp-107-065 (20080501)

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.

# Project 5163-09-71

**Vernon Communications Cooperative (VCC)** has facilities in the rural portion of the project. There is a fiber optic crossing at Station 00+50 on STH 56. This will be relocated as close to the hill as possible to avoid conflict with road construction prior to construction. There is a 25 pair copper telephone line that runs along the east side of the road right of way that is discontinued. There is a fiber optic line on the east side of the road right of way that is active. When the contractor is working within 10 ft of VCC's facilities throughout the length of the project, a watchdog is required. Call at least three days in advance when working within 10 ft of VCC's facilities. Contact for Vernon Communications Cooperative is Scott Frederick, phone (608) 634-3136, cell (608) 632-0607, email sfrederick@vernoncom.coop.

The following utility owners have facilities within the project area; however, no adjustments are anticipated:

Coon Valley Telecommunications Inc. – Communication Line

Mediacom Wisconsin LLC - Communication Line

Village of Genoa – Water

Village of Stoddard - Sewer

Village of Stoddard - Water

Xcel Energy - Electricity

#### Project 5163-09-72

Coon Valley Telecommunications Inc. (CVT) has facilities throughout the length of the project. At Station 925+80, there is a buried telephone line that crosses the highway that conflicts with the new storm sewer. Facility will be adjusted during construction to avoid conflict. At Station 932+75, a buried telephone line crosses the highway and conflicts with the storm sewer installation. Facility will be adjusted during construction. There is a buried Fiber Optic line that crosses the highway at an angle at Station 935+80

that conflicts with storm sewer. Facility will be adjusted during construction. At Station 952+25, there is a buried Fiber Optic and Copper line that crosses the highway and conflicts with storm sewer and water. Facility will be adjusted during construction. At Station 54+00 on Proksch Coulee Rd, a Fiber Optic line conflicts with construction. Facility will be adjusted during construction. All adjustments at all locations will take one working day to complete. Work will be completed by Coon Valley Telecommunications Inc. Contact CVT at least three days in advance of working in each individual location. Contact for Coon Valley Telecommunications Inc. is Travis Fronk, phone (608) 632-0836, email tifronk@yahoo.com.

**Mediacom Wisconsin LLC** has facilities on Xcel poles throughout the Village of Stoddard, from Station 926+20 to Station 952+90. Mediacom will transfer lines to new Xcel poles when Xcel has installed all new facilities. Work will be completed prior to construction. Mediacom will coordinate with Xcel to determine when facilities need to be relocated. Contact for Mediacom is Craig Egger, phone (563) 419-5160, cell (563) 419-5160, ceggert@mediacomcc.com.

**Village of Stoddard – Sewer** has facilities only within the Village of Stoddard limits. The sewer line will be replaced the entire length of the limits from Station 920+80 north to the north project limit. Existing line will be replaced with a 10" PVC line that shall be buried 18' to the right of STH 35 centerline. At Station 950+07.7, the sanitary line will remain tangent, leaving the roadway section, but remaining between the back of curb and edge of sidewalk, until reaching a manhole in the Proksch Coulee Rd intersection, where the sanitary line terminates. Pipe depths will vary from 6.10' (to invert) at MH #1 to 9.27' (to invert) at MH #5. Work will be completed during construction by the DOT contractor. Contact for the Village of Stoddard – Sewer is Kent Hatlestad, phone (608) 457-2136, email vilstodd@mwt.net.

**Village of Stoddard – Water** has facilities only within the Village of Stoddard limits. The water main will be replaced, along with all fittings necessary for connections for lateral mains, services, and hydrants, from Station 921+00 north to the north project limit. All items will be placed in the same location as existing line today. Work will be completed during construction by the DOT contractor. Contact for the Village of Stoddard – Water is Kent Hatlestad, phone (608) 457-2136, email <a href="mailto:villade@mwt.net">villade@mwt.net</a>.

**Xcel Energy – Electricity** has facilities the entire length of the project, both rural and urban. Poles in the rural portion of the project are not in conflict with construction. Xcel will relocate poles in the Village of Stoddard at the following stations, all on the west side of the road: Station 926+20, 929+60, 932+60, 938+80, 939+70, 941+15, 942+35, 943+70, 945+30, 946+80, 948+00, 949+60, 950+90, 952+40. All poles will be relocated into the new boulevard at existing stationing. On STH 162, Xcel will relocate poles at the following stations: 319+0, 319+10, 320+0, 320+15, 321+20, 322+90. All relocations will be completed prior to construction. Contact for Xcel Energy – Electricity is Nick Johnson, phone (608) 789-3679, email Nicholas.d.johnson@xcelenergy.com.

#### **Project 5163-09-73**

Coordination for this project was handled under project 5163-09-72.

# 8. Railroad Insurance and Coordination - BNSF Railway Company.

# **A Description**

Comply with standard spec 107.17 for all work affecting BNSF Railway 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 BNSF Railway Company.

Requirements of the standard specifications are changed as follows:

Before the state issues its notice to proceed to the contractor or contractors (collectively, the contractor) awarded the contract for construction involving the project described in this stipulation (the project), the state shall require the contractor to provide certain insurance coverage to protect the railroad (as defined in this section) from loss for property and liability exposures relating to the construction activities on the PROJECT. The manner and process in which this will be accomplished is as detailed below.

| ·   | 1   |
|---|---|
| TYPE OF INSURANCE   | MINIMUM LIMITS REQUIRED   |
| 1. Commercial general liability insurance; shall be endorsed to include blanket contractual liability coverage; shall cover bodily injury and property damage, personal and advertising injury, and fire legal liability. There shall be no endorsements limiting coverage for the work to be performed pursuant to this Stipulation. | \$5,000,000 combined single limits per occurrence with an annual aggregate limit of not less than \$10,000,000.   |
| 2. Workers' compensation and employer's liability coverage.   | Workers' compensation limits: statutory limits. Employers' liability limits: Bodily injury by accident \$500,000 each accident Bodily injury by disease \$500,000 each accident \$500,000 each employee |
| 3. Commercial automobile liability insurance; shall cover all owned, non-owned, and hired vehicles used by the CONTRACTOR in carrying out the contract, and shall include coverage for bodily   | \$1,000,000 combined single limit per occurrence.   |
| 4. Railroad Protective Liability Insurance, issued on a standard ISO form CG 00 35 12 03 and endorsed to include the Pollution Exclusion Amendment, Limited Seepage and Pollution Endorsement and Evacuation Expense Coverage Endorsement. No endorsements restricting FELA coverage may be added.                                    | \$5,000,000 per occurrence<br>\$10,000,000 in the aggregate   |

<sup>&</sup>lt;sup>1</sup> As used in this section, "STATE" and "COMPANY" have the meanings assigned to them in the Stipulation to which this Exhibit is attached, "FELA" means the Federal Employment Liability Act, and "this Stipulation" means the Stipulation to which this Exhibit is attached.

- 1. The policies for insurance types 1, 2 and 3 may not contain an exclusion for punitive damages.
- The commercial general liability policy shall include an endorsement that removes any restrictions
  on coverage regarding work being performed within 50 feet of a railroad or railroad property and
  an endorsement that removes any exclusion related to explosion, collapse or underground
  hazard.
- 3. The CONTRACTOR must waive its right of recovery against the RAILROAD for all claims and suits against the RAILROAD. In addition, the CONTRACTOR's insurers, through the terms of the policy or policy endorsement, must waive their right of subrogation against the RAILROAD for all claims and suits. The certificates of insurance must reflect the waiver of subrogation endorsement. The CONTRACTOR also must waive its right of recovery, and its insurers must also waive their right of subrogation, against the RAILROAD for loss of the CONTRACTOR's owned or leased property or property under the CONTRACTOR's care, custody or control.
- 4. The CONTRACTOR's insurance policies, except for excess liability/umbrella policies, through policy endorsement, must include wording to the effect that such policies are primary and non-contributing with respect to any insurance carried by the RAILROAD. The certificates of insurance must reflect that such wording is included in the evidenced policies.
- 5. The policies for insurance types 1 and 3, above, must include a severability of interest endorsement. The RAILROAD and Jones Lang LaSalle Global Services- RR, Inc. must be named as an additional insured with respect to work performed under this project. Severability of interest

<sup>&</sup>lt;sup>2</sup> The CONTRACTOR may satisfy the requirements for insurance types 1, 2 and 3 through primary insurance coverage or through excess/umbrella policies.

- and naming the RAILROAD and Jones Lang LaSalle Global Services- RR, Inc. as additional insured must be indicated on the certificates of insurance.
- 6. The CONTRACTOR shall provide the original Railroad Protective Liability policy to the RAILROAD prior to performing any work on the PROJECT.
- 7. The CONTRACTOR shall only obtain coverage from insurance companies licensed to do business in the State of Wisconsin that have an AM Best rating of A- and Class VII or better.
- 8. The CONTRACTOR is not allowed to self-insure.
- 9. Prior to performing any work on the PROJECT, the CONTRACTOR shall provide the RAILROAD acceptable certificates of insurance, including original signatures of the authorized representatives evidencing the required coverages, endorsements, and amendments and referencing the RAILROAD's contract audit/folder number (if available), as evidence that required coverages for insurance types 1, 2 and 3 are in force.
- 10. The policies for insurance types 1, 2 and 3 must contain a provision that obligates the insurer to notify the RAILROAD at least 60 calendar days before a cancellation, non- renewal, substitution or material change in coverage, and such provision must be reflected on the insurance certificates.
- 11. The CONTRACTOR shall send the required insurance documentation to the RAILROAD at the following address:

**BNSF Risk Management** 

2500 Lou Menk Drive AOB-1

Fort Worth, TX 76131-2828

- 12. Acceptance by the RAILROAD of a certificate of insurance that does not comply with this section shall not operate as a waiver of the CONTRACTOR's obligation to provide the insurance required by this section.
- 13. If the RAILROAD notifies the STATE that the CONTRACTOR does not have the required insurance, the STATE's engineer shall immediately suspend work on the PROJECT until the matter is resolved.
- 14. The requirements for insurance types 1, 2, and 3 shall apply with equal force whether the CONTRACTOR or a subcontractor, or anyone directly or indirectly employed by either, performs work on the PROJECT. If any portion of the PROJECT work is subcontracted, the CONTRACTOR must require the subcontractor to provide and maintain insurance coverages for insurance types 1, 2, and 3 that meet the requirements of this section, except that the minimum limits required for the subcontractor's commercial general liability policy shall be \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- 15. The fact that the CONTRACTOR obtains insurance as required by this section shall not release or diminish the CONTRACTOR's liability. Damages recoverable by the RAILROAD will not be limited by the required insurance coverages.
- 16. Upon request from the RAILROAD, the CONTRACTOR will provide a certified duplicate original of any requested policy.
- 17. For purposes of this section references to the RAILROAD mean the COMPANY, Burlington Northern Santa Fe Corporation, and the subsidiaries, successors, assigns and affiliates of each.

Notify evidence of the required coverage, and duration to Daniel Peltier, Manager of Public Projects; 80 44th Avenue NE, Minneapolis, MN 55421; Telephone (763) 782-3495; E-mail: <a href="mailto:daniel.peltier@bnsf.com">daniel.peltier@bnsf.com</a> to determine the applicable railroad rules and regulations. Once determined send the RPLI policy to Patricia Villegas, Jones Lang LaSalle Brokerage, 4300 Amon Carter Blvd, Suite 100, Fort Worth, TX 76155; Telephone (817) 230-2630; E-mail: <a href="mailto:patricia.villegas@am.ill.com">patricia.villegas@am.ill.com</a>. Approval of the policy will not take place until the Manager of Public Projects has been contacted.

Also send a copy to the following: Scott Willinger, SW La Crosse Region Railroad Coordinator; 3550 Mormon Coulee Road, La Crosse, WI 54601; Telephone (608) 792-1360; E-mail: <a href="mailto:gene.willinger@dot.wi.gov">gene.willinger@dot.wi.gov</a>.

Include the following information on the insurance document:

- Project ID: 5163-09-71
- Project Location: Stoddard, Wisconsin
- Route Name: Badger and N. West Streets, Vernon County
- Crossing ID: Not at crossing
- Railroad Subdivision: Aurora Subdivision
- Railroad Milepost: Approximately MP 287.14
- Work Performed: Replacement of existing storm outfall East of BNSF Railroad.

# A.2 Train Operation

Approximately 44 through freight trains operate daily at up to 55 mph. There are no switching movements noted at this location.

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

#### **Construction Contact**

Daniel Peltier, Manager of Public Projects; 80 44<sup>th</sup> Avenue NE, Minneapolis, MN 55421; Telephone (763) 782-3495; E-mail <u>daniel.peltier@bnsf.com</u> for consultation on railroad requirements during construction.

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

# **Flagging Contact**

Notify the Construction Contact above a minimum of 40 working days in advance to arrange for a railroad flagger. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

#### **Cable Locate Contact**

In addition to contacting Diggers Hotline, contact the BNSF Communications Network Control Center at (800) 533-2891, five working days before the locate is needed. Reference Wisconsin Milepost 287.14 on Line Segment 0003.

BNSF 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. None.

# A.5 Temporary Grade Crossing

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

# A.6 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.

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 2 year(s) and must be renewed for projects that will carry over beyond the 2 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-107-026 (20190717)

# 9. 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 Daniel M. Kleinertz, P.E. at (608) 789-5709 or <a href="mailto:daniel.kleinertz@dot.wi.gov">daniel.kleinertz@dot.wi.gov</a>. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

# 10. 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 Daniel M. Kleinertz, P.E. at (608) 789-5709 at (608) 789-5709 or <a href="mailto:daniel.kleinertz@dot.wi.gov">daniel.kleinertz@dot.wi.gov</a>.

stp-107-054 (20080901)

# 11. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

# 12. Construction Over or Adjacent to Navigable Waters.

The waterways of Genoa Creek and Coon Creek are classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

# 13. Wisconsin Department of Natural Resources Clean Water Fund and Safe Drinking Water Loan Program Requirements for Sanitary Sewer and Water Main Construction.

Construction of sanitary sewer and water main under this contract shall comply with the requirements of Wisconsin Department of Natural Resources (WisDNR) Clean Water Fund (CWF) and Safe Drinking Water Loan Program (SDWLP) as outlined in Appendix A (Wage Rates), Appendix B (Special Contract Requirements), and Appendix C (American Iron and Steel). Proof of compliance shall be provided to Village of Stoddard personnel and are a requirement of acceptance of the sanitary sewer and water main construction.

#### **APPENDIX A**

# **WAGE RATE REQUIREMENTS**

#### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Wage Rates ates.
  - 2. Equal Employment Opportunity.
- B. Related Sections:
  - General Conditions, Supplementary Conditions and Division 1 sections apply to the Work of this Section.

#### PART 2 PRODUCTS

Not Used

#### PART 3 EXECUTION

#### 3.01 WAGE RATES

- A. Wage rates shall be determined by the Federal Government.
- B. Post wage rates in conspicuous and easily accessible location at the Site.
- C. Contractor shall submit affidavit with Owner stating he has complied with the provisions and the requirements of the Wage Rate Determination, and has received evidence of compliance from each of his agents and subcontractors.
- D. Wage Rate Determination is included at the end of this section.

#### 3.02 EQUAL EMPLOYMENT OPPORTUNITY

A. Post copies of the equal employment opportunity notice in a location available to employees or applicants for employment.

# **END OF DOCUMENT**

Village of Stoddard Wage Rate Requirements

# **APPENDIX B**

# SPECIAL CONTRACT REQUIREMENTS

See Attached

Village of Stoddard Requirements Special Contract

CWF/SDW Requirements Appendix B - 1

# ATTACHMENT 5-A: EQUAL OPPORTUNITY CLAUSE (EO 11246) (FOR CONTRACTORS)

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated, without regard to their race, color, religion, sex, or national origin. Such action 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The contractor shall, in all solicitations or advertisement for employees placed by or on behold of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- 3. The contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
- 4. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Commerce and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
- 6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 7. The contractor shall include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as Commerce may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by Commerce, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- 8. The grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided that if the grantee participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

- 9. The grantee agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 10. The grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the grantee agrees that if it fails or refuses to take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings

# **AFFIRMATIVE ACTION REQUIREMENTS (E011246)**

# Division of Energy, Housing and Community Resources

Affirmative Action Requirements (EO 11246)

# AFFIRMATIVE ACTION REQUIREMENTS (EO 11246)

(Applicable to construction contracts/sub-contracts exceeding \$10,000)

- The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Women = 6.9 percent (this goal applies nationwide)

Goals for minority participation = \_\_\_\_\_ (this goal applies county-wide)

(Insert goals – see next page)

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 a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. The contractor is also subject to the goals for both its federal and nonfederal construction.

- 3. The contractor's compliance with the Executive Order and the regulations in 41 CFR 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 established for the geographical area where the contract resulting from this solicitation is to be performed. 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 60-4. Compliance with the goals will be measured against the total work hours performed.
- 4. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction sub-contract in excess of \$10,000 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 sub-contractor; employer identification number; estimated dollar amount of the sub-contract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is a description of the geographical areas where the contract is to be performed indicating the state, county and city, if any.

Affirmative Action Requirements (EO 11246)

Revised: August 31, 2017

#### Division of Energy, Housing and Community Resources

Affirmative Action Requirements (EO 11246)

#### GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and sub-contracts in excess of \$10,000 (EO 11246). All hours of work (federal and non-federal) in each trade, regardless of the location of work, are subject to these goals.

Directions: Use the applicable county percentage below to fill in the "Goals for minority participation" on the previous page.

- A. Goals for Women--6.9 percent (this goal applies nationwide).
- B. Minority Goals--percentage listed for each county:

| 1.7 | lowa  | 1.7   | Polk  | 2.2  |
|-----|---|---|---|--|
| 1.2 | Iron  | 1.2   | Portage   | .6   |
| .6  | Jackson   | .6  | Price   | .6   |
| 1.2 | Jefferson   | 7.0   | Racine  | 8.4  |
| 1.3 | Juneau  | .6  | Richland  | 1.7  |
| .6  | Kenosha   | 3.0   | Rock  | 3.1  |
| 2.2 | Kewaunee  | 1.0   | Rusk  | .6   |
| .9  | La Crosse   | .8  | St. Croix   | 2.9  |
| .5  | Lafayette   | .5  | Sauk  | 1.7  |
|     | Langlade  | .6  | Sawyer  | .6   |
|     | Lincoln   | .6  | Shawano   | 1.0  |
|     | Manitowoc   | 1.0   | Sheboygan   | 7.0  |
|     | Marathon  | .6  | Taylor  | .6   |
| 7.0 | Marinette   | 1.0   | Trempealeau   | .6   |
| 1.0 | Marquette   | 1.7   | Vernon  | .6   |
| 1.0 | Menomonie   | 1.0   | Vilas   | .6   |
| .6  | Milwaukee   | 8.0   | Walworth  | 7.0  |
|     | Monroe  |   |   | .6   |
|     | Oconto  |   |   | 8.0  |
| 1.0 | Oneida  |   | Waukesha  | -  |
| 1.0 | Outagamie   | .9  | Waupa   |  |
| .5  | Ozaukee   | 8.0   |   |  |
| 1.7 | Pepin   |   | Winnebago   |  |
| 1.0 | Pier  | 2   | Wood  |  |
|     | 1.2<br>.6<br>1.2<br>1.3<br>.6<br>2.2<br>.9<br>.5<br>.6<br>1.7<br>.5<br>2.2<br>7.0<br>1.0<br>1.0<br>1.0<br>1.0<br>1.0<br>1.0 | 1.2         Iron           .6         Jackson           1.2         Jefferson           1.3         Juneau           .6         Kenosha           2.2         Kewaunee           .9         La Crosse           .5         Lafayette           .6         Langlade           1.7         Lincoln           .5         Manitowoc           2.2         Marathon           7.0         Marinette           1.0         Menomonie           .6         Milwaukee           .5         Monroe           1.0         Oconto           1.0         Oneida           1.0         Otagamie           .5         Ozaukee           1.7         Pepin | 1.2       Iron       1.2         .6       Jackson       .6         1.2       Jefferson       7.0         1.3       Juneau       .6         .6       Kenosha       3.0         2.2       Kewaunee       1.0         .9       La Crosse       .8         .5       Lafayette       .5         .6       Langlade       .6         1.7       Lincoln       .6         .5       Maritowoc       1.0         2.2       Marathon       .6         7.0       Marinette       1.0         1.0       Marquette       1.7         1.0       Menomonie       1.0         .5       Monroe       .6         1.0       Oconto       1.0         1.0       Oneida       .6         1.0       Outagamie       .9         .5       Ozaukee       8.0         1.7       Pepin | 1.2         Iron         1.2         Portage           1.6         Jackson         .6         Price           1.2         Jefferson         7.0         Racine           1.3         Juneau         .6         Richland           .6         Kenosha         3.0         Rock           2.2         Kewaunee         1.0         Rusk           .9         La Crosse         .8         St. Croix           .5         Lafayette         .5         Sauk           .6         Langlade         .6         Sawyer           1.7         Lincoln         .6         Shawano           .5         Manitowoc         1.0         Sheboygan           2.2         Marathon         .6         Taylor           7.0         Marinette         1.0         Trempealeau           1.0         Marquette         1.7         Vernon           1.0         Menomonie         1.0         Walworth           .5         Monroe         .6         Washburn           1.0         Oconto         1.0         Washington           1.0         Oraukee         8.0         Waupa           .5         Ozaukee |

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 S. Webster St., PO Box 7921
Madison WI 53707-7921
Phone No. (608) 266-7555 FAX (608) 267-0496

Website: dnr.wi.gov/Aid/EIF.html

### Environmental Improvement Fund (EIF) DBE Contacts Worksheet

Form 8700-294A (R 03/17)

Page 1 of 4

**NOTE:** This form is authorized by chs. NR 162 and NR 166, Wis. Adm. Code. The information requested on this form is necessary for the review of solicitation of Disadvantaged Business Enterprises (DBEs). This form is intended to be a tool to assist those seeking funding from the EIF (Clean Water Fund Program or Safe Drinking Water Loan Program) to meet the DBE requirements of EIF programs. Submitting this form to the Department is optional. Applicants may submit the form as the required documentation of solicitation efforts or provide the information in some other format. Personally identifiable information provided on this form will only be used in determining whether or not DBE requirements are met. Failure to complete or submit this form has no impact on the applicant. For complete information regarding DBE requirements, see the Contract Packet for DBE Compliance on DNR's website at <a href="http://dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html">http://dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html</a>.

Contact DBEs on a Unified Certification Program (UCP) List to solicit bids from DBE firms (e.g., firms registered in the WisDOT UCP, <a href="http://wisconsindot.gov/pages/doing-bus/civil-rights/dbe/certified-firms.asi/">http://wisconsindot.gov/pages/doing-bus/civil-rights/dbe/certified-firms.asi/</a>x The individual that makes the contacts should document all contacts. Contact at least 2 minority business enterprises (MBEs) and 2 women's business enterprises (WBEs); additional contacts may be to any type of DBE. Only contacts made to DBEs on DOT's UCP list can be considered in determining whether a good faith effort was made to solicit DBEs.

| Pro-ect Information                             |       |           |            | _             |                               |              |        |            |
|---|-------|-----------|------------|---------------|-------------------------------|--------------|--------|------------|
| Name of Municipality                            |       |           |            | EIF Project I | Number                        |              |        |            |
|   |       |           |            |               |                               |              |        |            |
| Name of Prime Contractor                        |       |           |            | Information I | Prepared By (Name and Phone o | or E-Mail Ad | dress) |            |
|   |       |           |            |               |                               |              |        |            |
| Contacts  |       |           |            | 1             |                               | _            |        |            |
| Information<br>Needed For Review                |       | Contac    | t 1        |               | Contact 2                     |              | Conta  | ict 3      |
| a. Name of Firm Contacted                       |       |           |            |               |                               |              |        |            |
| b. Contact's Phone Number or E-Mail             |       |           |            |               |                               |              |        |            |
| C. Firm Type                                    | Омве  | $O_{WBE}$ | Oother DBE | Омве          | OWBE Oother DBE               | Омве         | Owbe   | Oother DBE |
| d. On DOT UCP list?                             | O Yes | O No      |            | O Yes         | O No                          | O Yes        | O No   |            |
| e. Date Contacted                               |       |           |            |               |                               |              |        |            |
| f. Result of contact                            |       |           |            |               |                               |              |        |            |
| g. Bid received?                                | O Yes | O No      |            | O Yes         | O No                          | O Yes        | O No   |            |
| h. If bid received and rejected, why rejected?  |       |           |            |               |                               |              |        |            |
| i. Utilizing this firm? (If yes, more on p. 4)* | O Yes | O No      |            | O Yes         | O No                          | O Yes        | O No   |            |

## **Environmental Improvement Fund (EIF) DBE Contacts Worksheet**

Form 8700-294A (R 03/17)

Page 2 of 4

|   |       |         |            |       |        |            | 0 20 11 (11 00 | 7 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
|---|-------|---------|------------|-------|--------|------------|----------------|--|
| Information<br>Needed For Review                |       | Contact | : 4        |       | Contac | t 5        |                | Contact 6                              |
| a. Name of Firm Contacted                       |       |         |            |       |        |            |                |  |
| b. Contact's Phone Number or E-Mail             |       |         |            |       |        |            |                |  |
| c. Firm Type                                    | Омве  | Owbe    | Oother DBE | Омве  | Owbe   | Oother DBE | Омве           | OWBE Oother DBE                        |
| d. On DOT UCP list?                             | O Yes | O No    |            | O Yes | O No   |            | O Yes          | O No                                   |
| e. Date Contacted                               |       |         |            |       |        |            |                |  |
| f. Result of contact                            |       |         |            |       |        |            |                |  |
| g. Bid received?                                | O Yes | O No    |            | O Yes | O No   |            | O Yes          | O No                                   |
| h. If bid received and rejected, why rejected?  |       |         |            |       |        |            |                |  |
| i. Utilizing this firm? (If yes, more on p. 4)* | O Yes | O No    |            | O Yes | O No   |            | O Yes          | O No                                   |
| Information<br>Needed For Review                |       | Contact | t 7        |       | Contac | et 8       |                | Contact 9                              |
| a. Name of Firm Contacted                       |       |         |            |       |        |            |                |  |
| b. Contact's Phone Number or E-Mail             |       |         |            |       |        |            |                |  |
| c. Firm Type                                    | Омве  | Owbe    | Oother DBE | Омве  | Owbe   | Oother DBE | Омве           | OWBE Oother DBE                        |
| d. On DOT UCP list?                             | O Yes | O No    |            | O Yes | O No   |            | O Yes          | O No                                   |
| e. Date Contacted                               |       |         |            |       |        |            |                |  |
| f. Result of contact                            |       |         |            |       |        |            |                |  |
| g. Bid received?                                | O Yes | O No    |            | O Yes | O No   |            | O Yes          | O No                                   |
| h. If bid received and rejected, why rejected?  |       |         |            |       |        |            |                |  |
| i. Utilizing this firm? (If yes, more on p. 4)* | O Yes | O No    |            | O Yes | O No   |            | O Yes          | O No                                   |

| Form 8700-294A | (R 03/17) | Page 3 of | 4 |
|----------------|-----------|-----------|---|
|                |           | •         |   |

| Information<br>Needed For Review                |       | Contact | 10         |              | Contact | : 11       |       | Contact 12      |
|---|-------|---------|------------|--------------|---------|------------|-------|-----------------|
| a. Name of Firm Contacted                       |       |         |            |              |         |            |       |                 |
| b. Contact's Phone Number or E-Mail             |       |         |            |              |         |            |       |                 |
| c. Firm Type                                    | Омве  | Owbe    | Oother DBE | Омве         | Owbe    | Oother DBE | Омве  | OWBE Oother DBE |
| d. On DOT UCP list?                             | O yes | O No    |            | O Yes        | O No    |            | O Yes | O No            |
| e. Date Contacted                               |       |         |            |              |         |            |       |                 |
| f. Result of contact                            |       |         |            |              |         |            |       |                 |
| g. Bid received?                                | O Yes | O No    |            | O Yes        | O No    |            | O Yes | O No            |
| h. If bid received and rejected, why rejected?  |       |         |            |              |         |            |       |                 |
| i. Utilizing this firm? (If yes, more on p. 4)* | O yes | O No    |            | O Yes        | O No    |            | O Yes | O No            |
| Information<br>Needed For Review                |       | Contact | : 13       |              | Contac  | t 14       |       | Contact 15      |
| a. Name of Firm Contacted                       |       |         |            |              |         |            |       |                 |
| b. Contact's Phone Number or E-Mail             |       |         |            |              |         |            |       |                 |
| c. Firm Type                                    | Омве  | Owbe    | Oother DBE | Омве         | Owbe    | Oother DBE | Омве  | OWBE Oother DBE |
| d. On DOT UCP list?                             | O yes | O No    |            | O Yes        | O No    |            | O Yes | O No            |
| e. Date Contacted                               |       |         |            |              |         |            |       |                 |
| f. Result of contact                            |       |         |            |              |         |            |       |                 |
| g. Bid received?                                |       | _       |            |              |         |            |       |                 |
| g. Did redelived:                               | O Yes | O No    |            | O Yes        | O No    |            | O Yes | O <sub>No</sub> |
| h. If bid received and rejected, why rejected?  | O Yes | O No    |            | <b>O</b> Yes | O No    |            | O Yes | O No            |

|   |        |          |         |            |                |         | FUIII 670     | JU-294A (R U | 13/17) | Page 4 o           |
|---|--------|----------|---------|------------|----------------|---------|---------------|--------------|--------|--------------------|
| Information<br>Needed For Review              |        |          | Contact | : 16       |                | Contact | t <b>17</b>   |              | С      | ontact 18          |
| a. Name of Firm Contacted                     |        |          |         |            |                |         |               |              |        |                    |
| b. Contact's Phone Number or E-Mail           |        |          |         |            |                |         |               |              |        |                    |
| c. Firm Type                                  |        | Омве     | Owbe    | Oother DBE | Омве           | Owbe    | Oother DBE    | Омве         | OWE    | BE Oother DBE      |
| d. On DOT UCP list?                           |        | O Yes    | O No    |            | O Yes          | O No    |               | O Yes        | Ο      | No                 |
| e. Date Contacted                             |        |          |         |            |                |         |               |              |        |                    |
| f. Result of contact                          |        |          |         |            |                |         |               |              |        |                    |
| g. Bid received?                              |        | O Yes    | O No    |            | O Yes          | O No    |               | O Yes        | Ο      | No                 |
| h. If bid received and rejected, why rejected | cted?  |          |         |            |                |         |               |              |        |                    |
| i. Utilizing this firm? (If yes, more on p    | o. 4)* | O yes    | O No    |            | Oyes           | O No    |               | O Yes        | Ο      | No                 |
| Information on Utilized Firms                 | ·      |          |         |            |                |         |               | •            |        |                    |
| Business Name                                 |        | Street A | Address | С          | ity, State, Zi | р       | Type of Produ | ıct or Servi | се     | Subcontract Amount |
|   |        |          |         |            |                |         |               |              |        |                    |
|   |        |          |         |            |                |         |               |              |        |                    |
|   |        |          |         |            |                |         |               |              |        |                    |
|   |        |          |         |            |                |         |               |              |        |                    |
|   |        |          |         |            |                |         |               |              |        |                    |
|   |        |          |         |            |                |         |               |              |        |                    |
|   |        |          |         |            |                |         |               |              |        |                    |
|   |        |          |         |            |                |         |               |              |        |                    |
|   |        |          |         |            |                |         |               |              |        |                    |
|   |        |          |         |            |                |         |               |              |        |                    |

| OMB Control No:   |  |
|-------------------|--|
| Approved:         |  |
| Approval Expires: |  |



## Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

| BID/PROPOSAL NO.   |                        | PROJECT NAME     |   |  |  |  |  |  |
|--|------------------------|------------------|---|--|--|--|--|--|
| NAME OF PRIME BIDDER/PROPOSER  | !                      | E-MAIL ADDRESS   |   |  |  |  |  |  |
| ADDRESS  |                        |                  |   |  |  |  |  |  |
| TELEPHONE NO.  |                        | FAX NO.          |   |  |  |  |  |  |
|  |                        |                  |   |  |  |  |  |  |
| The following subcontractors¹ wil  | l be used o            | on this project: |   |  |  |  |  |  |
| COMPANY NAME, ADDRESS, PHONE<br>NUMBER, AND E-MAIL ADDRESS   | TYPE OF WO<br>PERFORME |                  | ESTIMATE CURRENTI D DOLLAR AMOUNT AS AN MBI OR WBE? |  |  |  |  |  |
|  |                        |                  |   |  |  |  |  |  |
|  |                        |                  |   |  |  |  |  |  |
|  |                        |                  |   |  |  |  |  |  |
|  |                        |                  |   |  |  |  |  |  |
| I certify under penalty of perjury that the replacement of a subcontractor, I will adhe Section 33.302(c). |                        |                  |   |  |  |  |  |  |
|  |                        |                  |   |  |  |  |  |  |
| Signature Of Prime Contractor  |                        | Date             |   |  |  |  |  |  |
| Print Name   |                        | <br>Title        |   |  |  |  |  |  |

<sup>&</sup>lt;sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

| 9 | Environmental<br>Protection Agency |
|---|------------------------------------|
|   |                                    |

| OMB Control No:   |  |
|-------------------|--|
| Approved:         |  |
| Approval Expires: |  |
|                   |  |

## Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

## ATTACHMENT 5-E: FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CLAUSES CONSTRUCTION CONTRACT SPECIFICATIONS (EO 11246)

(Applicable to construction contracts/subcontracts exceeding \$10,000)

- 1. As used in these specifications: (41 CFR 60-4.3)
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
    - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
- 4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered areas. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in

the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment, free of harassment, intimidation, and coercion at all sites, and in all facilities where the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female applicant and minority or female referral from a union, a recruitment source or community organization and what, if any, action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union, or if referred, not employed by the contractor, this shall be documented in the file with the reason along with whatever additional actions the contractor may have taken.
  - d. Provide immediate written notification to the Director when the union contractor has a collective bargaining agreement which has/has not referred a minority person or woman, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e. Develop training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7(b) above.

- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does, or anticipates, doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications for apprenticeship of other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- Conduct, at least annually, an inventory and evaluation at least of all minority and female
  personnel for promotional opportunities and encourage these employees to seek or to prepare
  for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

- 8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7 a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documents that demonstrate the effectiveness of actions taken on behalf of the contractor. The obligations shall not be a defense for the contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women must be established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non- minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Officer of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specification and Executive Order 11246, as amended.
- 13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR60-4.8.
- 14. The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### ATTACHMENT 6-E: CONTRACTOR'S REPORT OF CONSTRUCTION WAGE RATES

(FORM WD 10) (Do not complete) U.S. DEPARTMENT OF LABOR **EMPLOYMENT STANDARDS ADMINISTRATION** WAGE AND HOUR DIVISION 1. Contractor's Name and Address: 2. Name and Description of Project: (Street, City, State, and Zip) 3. Location of Project (City, County, State, ZIP code) 4. Type of Construction: (Check one) Building Residential Stories Heavy Units Highway 7. Date of Completion (or 5. Approximate Cost 6. Date Construction Began percentage) INSTRUCTIONS: From the peak payroll for each classification listed, fill in the number of employed and the basic rate and fringe payments paid for each classification. Employees in an approved apprentice program or those being trained in a formal or informal training program should be included. 11. Basic Hourly 12. Fringe Benefits Payment 8. Classifications 9. Number 10. Pay Period **Employed Ending Date** Rates a H&W b Pension d App Tr c Vacation 13. Remarks NOTE: The willful falsification of any submitted information may result in civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code 14. Signature of Contractor 15. Telephone Number 16. Date

This WD-10 Form is used by the U.S. Department of Labor to collect information on wages and fringe benefits for Prevailing Wage Surveys. HUD **does not** require the use of this form. Should you require additional information on the wage survey process, it is available on the U.S. Department of Labor website: www.dol.gov.

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# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:



or contact the U.S. Department of Labor's Wage and Hour Division.



## DERECHOS DEL EMPLEADO

### **BAJO LA LEY DAVIS-BACON**

### PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud, desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

- PAGO APROPIADO Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE



WWW.WAGEHOUR.DOL.GOV

#### **WEEKLY PAYROLL REPORT**

Wisconsin Department of Transportation DT1929 9/2006 (Replaces EC674)

The weekly submittal of this form is required by 29 CFR Part 3. \* Full name, address, and social security number must appear on the first payroll on which the employee's name appears. The social security number is collected for payroll purposes.

\*\* Fringe benefit details MUST be reported on a supplementary page. \*\*\* Include private work.

|     | ·- · '·            | 3. a   |
|-----|--------------------|--|
| വര  | (Replaces EC674)   | **** If Operating Engineer or Laborer, include class of equipment or skill level of laborer  |
| ,00 | (Itopiacos Ecor 4) | **** If Operating Engineer or Laborer, include class of equipment or skill level of laborer. |
|     |                    |  |

| Payroll # Employer Name Prime Contractor Subc  | ontracto | · Hired By:                  |                                      |            | State                              | Project ID                     | )        |              | Federal Pr                             | oject ID                           |      | County |       | Payroll F<br>Week E |             | Sheet #    |
|--|----------|------------------------------|--------------------------------------|------------|------------------------------------|--------------------------------|----------|--------------|--|------------------------------------|------|--------|-------|---------------------|-------------|------------|
| Enter information below on every individual that you employed on this project during the payroll report period.* | SU       | DAILY HOU<br>S = Straight Ti | JRS WORKED<br>me O = Overtii<br>W TH | me<br>F SA | TOTAL<br>WEEKLY<br>HOURS<br>WORKED | (A)<br>BASIC<br>HOURLY<br>RATE | FUND     | CASH PAYMENT | (A) + (B)<br>TOTAL<br>HOURLY<br>F RATE | PROJECT<br>WAGES<br>GROSS<br>WAGES | FICA | FED WH | ST WH | OTHER<br>(Specify)  | NET<br>PAID | CHECK<br># |
| Name   |          | REFERENC                     | CED PROJECT                          |            |                                    |                                |          |              |  |                                    | =    |        |       |                     |             |            |
| Address<br>City, State, ZIP Code   | S        |                              |                                      |            |                                    | \$                             | \$       | \$           | \$                                     | \$                                 |      |        |       |                     |             |            |
|  | 0        |                              |                                      |            |                                    | \$                             |          |              |  |                                    |      |        |       |                     |             |            |
| S.S. #   |          | OTHER PI                     | ROJECTS ***                          |            |                                    |                                |          |              |  | \$                                 | \$   | \$     | \$    | \$                  | \$          |            |
| Trade/Craft ****   | S        |                              |                                      |            |                                    |                                |          |              |  |                                    |      |        |       |                     |             |            |
| Apprentice Yes No  | 0        |                              |                                      |            |                                    |                                |          |              |  |                                    |      |        |       |                     |             |            |
| Name   |          | REFERENC                     | CED PROJECT                          |            |                                    |                                |          | •            | •                                      |                                    | 7    |        |       |                     |             |            |
| Address<br>City, State, ZIP Code   | S        |                              |                                      |            |                                    | \$                             | \$<br>\$ | \$<br>\$     | \$<br>\$                               | \$                                 |      |        |       |                     |             |            |
| S.S. #   | 0        | OTHERR                       | ROJECTS ***                          |            |                                    | Ψ                              | ,        | Ψ            | *                                      | \$                                 | S    | \$     | \$    | \$                  | \$          |            |
| Trade/Craft ****   | s        | UTHER PI                     | RUJECTS                              |            |                                    |                                |          |              |  | Ť                                  | •    |        | •     | •                   | Ť           |            |
| Apprentice Yes No  | 0        |                              |                                      |            |                                    |                                |          |              |  |                                    |      |        |       |                     |             |            |
| Name Name  | U        | DEEEDENG                     | CED PROJECT                          |            |                                    |                                |          |              |  | -                                  |      |        |       |                     |             |            |
| Address  | S        | KEI EKENC                    | SED I ROSECT                         |            |                                    | \$                             | \$       | \$           | \$                                     |                                    | 7    |        |       |                     |             |            |
| City, State, ZIP Code  | 0        |                              |                                      |            |                                    | \$                             | \$       | \$           | \$                                     | \$                                 |      |        |       |                     |             |            |
| S.S. #   |          | OTHER PI                     | ROJECTS ***                          |            |                                    |                                |          | 1            |  | \$                                 | \$   | \$     | \$    | \$                  | \$          |            |
| Trade/Craft ****   | S        |                              |                                      |            |                                    |                                |          |              |  |                                    |      |        |       |                     |             |            |
| Apprentice Yes No  | 0        |                              |                                      |            |                                    |                                |          |              |  |                                    | **   | •      |       |                     |             |            |
| Name   |          | REFERENC                     | CED PROJECT                          |            |                                    |                                |          |              |  |                                    | _    |        |       |                     |             |            |
| Address  | S        |                              |                                      |            |                                    | \$                             | \$       | \$           | \$                                     |                                    |      |        |       |                     |             |            |
| City, State, ZIP Code  | 0        |                              |                                      |            |                                    | \$                             | \$       | \$           | \$                                     | \$                                 |      |        |       |                     |             |            |
| S.S. #   |          | OTHER PI                     | ROJECTS ***                          |            |                                    |                                |          |              |  | \$                                 | \$   | \$     | \$    | \$                  | \$          |            |
| Trade/Craft ****   | S        |                              |                                      |            |                                    |                                |          |              |  |                                    |      |        |       |                     |             |            |
| Apprentice Yes No  | 0        |                              |                                      |            |                                    |                                |          |              |  |                                    |      |        |       |                     |             |            |
| Name Address   |          | REFERENC                     | CED PROJECT                          |            |                                    |                                |          |              |  |                                    | 4    |        |       |                     |             |            |
|  | S        |                              |                                      |            |                                    | \$                             | \$<br>\$ | \$           | \$                                     | \$                                 |      |        |       |                     |             |            |
| City, State, ZIP Code<br>S.S. #  | 0        |                              |                                      |            |                                    | 2                              | 3        | 3            | 2                                      | \$                                 | ¢    | \$     | •     | \$                  | T e         |            |
| S.S. # Trade/Craft ****  |          | OTHER PI                     | ROJECTS ***                          |            |                                    |                                |          |              |  | \$                                 | \$   | \$     | \$    | •                   | \$          |            |
|  | 0        |                              |                                      |            |                                    |                                |          |              |  |                                    |      |        | 1     |                     | <u> </u>    |            |
| Apprentice Yes No<br>Name  | U        | DECEDENC                     | CED PROJECT                          |            |                                    |                                |          |              |  |                                    |      |        |       |                     |             |            |
|  | S        | KEFEKENC                     | ED PROJECT                           |            |                                    | \$                             | \$       | \$           | \$                                     |                                    | 7    |        |       |                     |             |            |
| Address  City, State, ZIP Code   | 0        |                              |                                      |            | +                                  | \$                             | \$       | \$           | \$                                     | \$                                 |      |        |       |                     |             |            |
| S.S. #   |          | OTHER PI                     | ROJECTS ***                          |            |                                    |                                | 1        |              |  | \$                                 | \$   | \$     | \$    | \$                  | \$          |            |
| Trade/Craft ****   | S        | 3                            | , 123.0                              |            |                                    |                                |          |              |  |                                    |      |        |       |                     |             |            |
| Apprentice Yes No  | 0        |                              |                                      |            |                                    |                                |          |              |  |                                    |      |        |       |                     |             |            |
|  | Ü        |                              |                                      |            |                                    |                                |          |              |  |                                    |      |        |       |                     |             |            |

## COMPLIANCE STATEMENT TO ACCOMPANY CONTRACTOR'S WEEKLY PAYROLL

DT1816 9/2008 (Replaces EC673)

Submit one copy to Regional Office

Wisconsin Department of Transportation

The willful falsification of any of the statements on this form may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Adapted from U.S. Department of Labor Form WH-348(1)(68).

| No.         | State Project ID  | Fe   | ederal Project ID  | County   |   | Payroll Period  |
|-------------|---|--|--|--|---|---|
| Contr       | actor or Subcontracto   | ſ  |  |  |   |   |
| Autho       | orized Agent Name   |  | Authorize  | ed Agent Title   | Auth  | norized Agent Phone Numbe   |
| ·           | undersigned, do   |  |  |  |   |   |
| (<br>1<br>3 | designated above all pebates have been or vany person. No deducted in Regulations | ersons employed on<br>will be made either di<br>ions have been mad<br>, Part 3 (29 CFR Sub | said project have been p<br>rectly to or indirectly on be<br>e directly or indirectly from | m the full wages earned by a cretary of Labor under the C                                | arned, except as noted<br>ubcontractor from the<br>any person, other than | I in Section 1(a) below. No full weekly wages earned by permissible deductions as |
|             | (a) Exceptions  | Name   | Craft  | Explanation  | W   | hen will this person be paid?   |
|             | (b) Description of D  | eductions  |  |  |   |   |
| 1           | mechanics contained a   | are not less than the  |  | or the above period are corr<br>ntained in any wage determi<br>e work performed.         |   |   |
| á           | agency recognized by  | the Bureau of Appre  | nticeship and Training, U  | a bona fide apprenticeship<br>nited States Department of I<br>, United States Department | abor, or if no such red   |   |
| 4.          | (a) Where fringe b  | enefits are paid   | to approved plans, fo  | und, or programs.  |   |   |
| I           |   |  |  | or mechanic listed in the abo<br>te programs for the benefit o                           |   | , payments of fringe benefits   |

Remarks

Χ

Craft

Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c)

below.

below.

(b) Exceptions

(a) Where fringe benefits are paid in cash.

Explanation

#### COMPLIANCE STATEMENT PREPARATION INSTRUCTIONS

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes. This statement of compliance is also a requirement under Wisconsin Supplemental Required Contract Provisions.

The contractor should **show on the face of his/her payroll all moneys paid to the employees** whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that **he/she is paying to others** fringes required by the contract and not paid as cash in lieu of fringes.

Detailed instructions follow:

#### Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his/her payroll the basic cash hourly rate and overtime rate paid to employees, just as has always been done. Such a contractor shall check paragraph 4(a) of the statement to indicate he/she is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

#### Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his/her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Since it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$9.73/\$2.15. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he/she is paying fringe benefits in cash directly to the employees. Any exceptions shall be noted in Section 4(c).

#### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires, is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

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#### **APPENDIX C**

#### CLEAN WATER FUND AND SAFE DRINKING WATER FUND PROCUREMENT

## American Iron and Steel Construction Contract Language

| The Contractor acknowle    | edges to and for the benefit of the                   | ("Purchaser")                               |
|----------------------------|---|---|
| and the                    | ("State") that it understands the goods and           | services under this Agreement are being     |
| funded with monies mad     | le available by the Clean Water State Revolving       | Fund and or Drinking Water State            |
| Revolving Fund that hav    | e statutory requirements commonly known as "A         | American Iron and Steel"; that requires all |
| of the iron and steel prod | ducts used in the project to be produced in the U     | Inited States ("American Iron and Steel     |
| Requirement") including    | iron and steel products provided by the Contrac       | tor pursuant to this Agreement. The         |
| Contractor hereby repres   | sents and warrants to and for the benefit of the F    | Purchaser and the State that (a) the        |
| Contractor has reviewed    | and understand the American Iron and Steel Re         | equirement, (b) all of the iron and steel   |
| products used in the proj  | ject will be and/or have been produced in the Ur      | nited States in a manner that complies      |
| with the American Iron a   | nd Steel Requirement, unless a waiver of the re       | quirement is approved, and (c) the          |
|                            | ny further verified information, certification or as: |   |
|                            | n necessary to support a waiver of the Americar       | •   |
|                            | iser or the State. Notwithstanding any other prov     |   |
|                            | ph by the Contractor shall permit the Purchaser       |   |
|                            | expense, or cost (including without limitation atte   |   |
| •                          | ny such failure (including without limitation any i   | •   |
| •                          | e State or any damages owed to the State by the       | ,   |
|                            | with the State, as a lender to the Purchaser for t    |   |
|                            | e that the State is a third-party beneficiary and n   |   |
|                            | ent to give this paragraph force or effect) shall b   | e amended or waived without the prior       |
| written consent of the St  | ate.  |   |

Village of Stoddard

Clean Water Fund and Safe Drinking Water Fund Procurement

CWF/SDW Requirements

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#### Sample American Iron and Steel (AIS) Certifications

| The following information is provided as a sample letter of | step | certification for A | AIS compliance. |
|---|------|---------------------|-----------------|
| Documentation must be provided on company letterhead.       |      |                     |                 |
|   |      |                     |                 |

Date

Company Name

Company Address City,

State Zip

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

- 1. XXXX
- 2. XXXX
- 3. XXXX

Such process took place at the following location:

Location XXXXX

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

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### Wisconsin Environmental Improvement Fund (CWFP & SDWLP) Use of American Iron and Steel - De Minimis Final

The Clean Water Act, as amended, and the 2015 Continuing Resolution (P.L. 113-235) require the use of American Iron & Steel in CWFP- and SDWLP-funded projects. EPA has issued a public interest waiver for De Minimis **incidental** components. The assistance recipient wishing to use this waiver should consult with their contractor(s) to maintain an itemized list of components covered under De Minimis. At the conclusion of the project, this form should be completed and retained in the assistance recipient's project files and a copy provided to the DNR as part of the closeout documentation. It is strongly recommended that you maintain a list as the project progresses.

| Ut   | ilization Form  |  |  |   |  |
|--|---|--|--|---|--|
| Municipality:  |   |  | Project #:   |   |  |
| NOTE: The De Minimis waiver is o<br>(labor, installation costs, etc.) in<br>Sufficient documentation t | n the "Total Cost of Mat<br>to support all costs inclu<br>tal components cumula | erials". The cost<br>applicable tax.<br>Ided in this calcu<br>tively may com | of a material must in<br>ulation must be maint<br>prise no more than a | clude delivery to the<br>ained in the recipien<br>total of 5 percent of | site and any t's files. the total cost of the                    |
| materials used in and incorpora  |   |  | duai item may not ex<br>ated into a project.                           | ceed I percent of th  | e total cost of the  |
| Total Cost of Materials:   |   | 5% Limit:  |  | 1% limit:   |  |
| Manufacturer & Component<br>Description  | De Minimis<br>Part/Model #  | Quantity<br>(if applicable)  | Cost per Unit<br>(if applicable)                                       | Component's<br>Total Cost   | How is Cost<br>Documented?*                                      |
|  |   |  |  |   |  |
|  |   |  |  |   |  |
|  |   |  |  |   |  |
|  |   |  |  |   |  |
|  |   |  |  |   |  |
|  |   |  |  |   |  |
|  |   |  |  |   |  |
|  |   |  |  |   |  |
| Additional lines may be inserted as necessary  * Documentation must demonstrate                        |   | deemed t   | t of Components<br>o be De Minimis:<br>al costs (invoice, etc.)        |   | If approaching the 5%<br>or 1% limits, contac<br>DNR immediately |
| Completed by:  |   |  |  |   |  |
| Name:  |   |  | Title:   |   |  |
| Signature:   |   |  | Date:  |   |  |

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#### Office of Labor Relations

#### **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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 I(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 29 CFR 5. 5(a)(1)(iv); 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 t ime actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification which work is performed. The wage determination (including any additional classification and wage rates conformed under

29 CFR 5. 5 (a)(1)(ii) and the Davis-Bacon poster (WH- 1321) shall be posted at all t imes 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- The work to be performed by the classification requested is (1) not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 -day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or i ts designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.
- (iii) 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.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

form **HUD-4010** (06/2009)

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona f ide 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. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

- 2. Withholding. HUD or its designee 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 Federally-assisted 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- 3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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 I(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 I(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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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 W H-347 is available for this purpose from the Wage and Hour Division Web site at <a href="http://www.dol.gov/esa/whd/forms/">http://www.dol.gov/esa/whd/forms/</a> 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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
  - **(b)** 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:
  - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5. 5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5. 5(a)(3)(i), and that such information is

correct and complete;

form **HUD-4010** (06/2009)

Previous editions are obsolete

Page 2 of 5

ref. Handbook 1344.1

- (2) 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 29 CFR Part 3;
- (3) 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.
- (c) 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 subparagraph A.3.(ii)(b).
- (d) 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.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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.

(i) Apprentices. 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.
  - Trainees. 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

form **HUD-4010** (06/2009)

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the 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.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses 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 this paragraph.
- 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 HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.
- 10. (i) Certification of Eligibility. 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) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally,
- U. S. Criminal Code, Section 1 01 0, Title 18, U. S. C., "Federal Housing Administration transactions", provides in part: "W hoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.
  - Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, or any other Federally- assisted contract subject to the Contract W ork 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 subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.
- **C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
- (2) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (3) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract W ork Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (4) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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#### 14. Erosion Control.

Supplement standard spec 107.20 with the following:

Provide the Erosion Control Implementation Plan (ECIP) a minimum 14 days prior to the pre-construction conference. 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.

Topsoil graded areas, as designated by the engineer, immediately after grading has been completed within those areas. Sod or seed, fertilize, and install erosion mat or mulch on all topsoiled areas within five working days after placement of topsoil.

#### 15. Erosion Control Structures.

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

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

stp-107-070 (20030820)

#### 16. Notice to Contractor – Contamination Beyond Construction Limits.

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

- 1. Station 632+00 to 633+00 from 50 feet RT of centerline to 90 feet RT of centerline (4050 STH 35, Genoa).
- 2. Station 318+00 to 318+50 from 30 feet LT of centerline and Station 926+50 to 927+00 from 30 feet RT of centerline (141 S Main Street/STH 35, Stoddard).

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting:

Name: Daniel Haak

Address: TRC Environmental Corporation

708 Heartland Trail, Suite 3000, Madison, WI 53717

Phone: (608) 826-3628 Fax: (608) 826-3941

Email: dhaak@trcsolutions.com

stp-107-105 (20080902)

#### 17. Health and Safety Requirements for Workers Remediating Petroleum Contamination.

Add the following to standard spec 107.1(2):

Soil contamination with gasoline, diesel fuel, fuel oil, or other petroleum related products may be encountered during excavation activities. Prepare a site specific Health and Safety Plan complying with the Occupational Safety and Health Administration (OSHA) standard for Hazardous Waste Operation and Emergency Response (HAZWOPER), 29 CFR 1910.120.

All site workers taking part in remediation activities or who will have the reasonable probability of exposure of safety or health hazards associated with the hazardous material shall have completed Health and Safety training that meets OSHA requirements. Before the start of remediation work, submit to the engineer a site specific Health and Safety Plan, and written verification that workers will have completed up-to-date OSHA training.

Develop, delineate, and enforce the health and safety exclusions zones for each contaminated site location pursuant to 29 CFR 1910.120.

stp-107-115 (20150630)

#### 18. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

John Roelke, License Number All-119523, inspected Structures B-62-0009, B-62-0015, B-62-0016 and C-62-0036 for asbestos on August 10, 2015. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Steve Vetsch, WisDOT Environmental Coordinator at (608) 785-9049.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Dan Kleinertz, Project Manager, (608) 789-5709 and DOT BTS-ESS attn: Hazardous Materials Specialist, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure B-62-009, STH 35 over Coon Creek; Structure B-62-0016, STH 35 over Spring Coulee Creek; Structure B-62-0015, STH 35 over Genoa Creek; Structure C-62-0036, STH 35 over Dry Run
- Site Address: B-62-0009, Town of Bergen, Vernon County; B-62-0015, Town of Bergen, Vernon County; B-62-0016, Town of Genoa, Vernon County; C-62-0036, Town of Bergen, Vernon County
- Ownership Information: WisDOT SW Region, La Crosse, 3550 Mormon Coulee Road, La Crosse, WI 54601
- Contact: Dan Kleinertz, Project Manager
- Phone: (608) 789-5709
- Age: B-62-009, 66 years old, constructed in 1954; B-62-0015, 62 years old, constructed in 1958; B-62-0016, 62 years, constructed in 1958; C-62-0036, 66 years, constructed in 1954.
- Area: B-62-0009, 9377 SF of deck

B-62-0015, 2938 SF of deck

B-62-0016, 2938 SF of deck

C-62-0036, Box culvert barrel length, 40.5 feet, span width, 10.30 feet.

Insert the following paragraph in Section 6.g.:

 If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

stp-107-125 (20120615)

#### 19. Coordination with Municipalities

The contractor shall arrange and conduct bi-weekly prosecution and progress meetings between the prime contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks, local officials and area EMS services. The contractor shall provide a written schedule of the next week(s)' operations. The written schedule shall include begin and end dates of specific prime and subcontractor work operations. Agenda items at the meeting shall include review of the contractor's schedule and subcontractors' schedule, traffic control staging, evaluation of progress and pay items and review of plans, schedule and specifications for upcoming work at this meeting.

#### 20. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

#### 21. Clearing, Item 201.0105.

Supplement standard spec 201.3 with the following:

All clearing areas not specified to be grubbed shall have the stumps painted with a thorough application of tree paint immediately after cutting. Clear all areas not specified to be grubbed to the right-of-way. The right-of-way is located 50' from the easterly railroad track.

## 22. Removing Old Structure Over Waterway With Minimal Debris Station 619+84, Item 203.0600.S.01;

Removing Old Structure Over Waterway With Minimal Debris Station 731+19, Item 230.0600.S.02:

Removing Old Structure Over Waterway With Minimal Debris Station 879+80, Item 203.0600.S.03.

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

#### 203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris

- (1) Remove the existing structure at Station 619+84, B-62-15 over Genoa Creek; Station 731+19, B-62-16 over Spring Coulee Creek; Station 879+80 over Coon Creek in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. 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:
  - Methods and schedule to remove the structure.

- Methods to control potentially harmful environmental impacts.
- Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
- Methods to control dust and contain slurry.
- Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
- 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 NUMBER            | DESCRIPTION   | UNIT |  |  |
|------------------------|---|------|--|--|
| 203.0600.S.01          | Removing Old Structure Over Waterway With Minimal Debris Station 619+84 | LS   |  |  |
| 203.0600.S.02          | Removing Old Structure Over Waterway With Minimal Debris Station 731+19 | LS   |  |  |
| 203.0600.S.03          | Removing Old Structure Over Waterway With Minimal Debris Station 879+80 | LS   |  |  |
| stp-203-020 (20190618) |   |      |  |  |

#### 23. Removing Landscape Block Retaining Wall STA 925+75 RT, Item 204.9105.S.01.

#### **A Description**

This special provision describes removing existing landscape block retaining wall conforming to standard spec 204.

- B (Vacant)
- C (Vacant)

#### **D** Measurement

The department will measure Removing Landscape Block Retaining Wall STA 925+75 RT in lump sum, acceptably completed.

#### **E** Payment

Add the following to standard spec 204.5:

| ITEM NUMBER            | DESCRIPTION   | UNIT |  |
|------------------------|---|------|--|
| 204.9105.S             | Removing Landscape Block Retaining Wall STA 925+75 RT | LS   |  |
| stp-204-025 (20150630) |   |      |  |

#### 24. 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 is:

La Crosse County Landfill 3240 Berlin Drive La Crosse, WI 54601

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. **361 to 405 North Main Street** – STH 35/N Main St., Station 952+50 to 954+20 from reference line to limits LT of reference line.

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

For further information regarding previous investigation and remediation activities at these sites contact:

Name: Steve Vetsch

Address: Wisconsin DOT, Southwest Region

3550 Mormon Coulee Road

La Crosse, WI 54601

Phone: (608) 785-9049 Fax: (608) 785-9969

E-mail: Stephan.vetsch@dot.wi.gov

#### A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 708 Heartland Trail, Suite 3000

Madison, WI 53717

Contact: Dan Haak

Phone: (608) 826-3628 office / (608) 885-7423 mobile

Fax: (608) 826-3941

E-mail: <u>dhaak@trcsolutions.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.

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.

#### **D** Measurement

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

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT205.0501.SExcavation, Hauling, and Disposal of Petroleum Contaminated SoilTON

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.

stp-205-003 (20150630)

# 25. Prepare CIR Foundation for HMA Layer, Item 211.0600.S.

# **A Description**

This special provision describes preparation of foundation for work required prior to placement of any HMA layer after completion of Cold-In-Place Recycling (CIR) in accordance to standard spec 211 and as hereinafter provided.

#### B (Vacant)

#### **C** Construction

Prior to placement of the HMA layer, the engineer and contractor shall visually inspect the CIR layer for distresses including, but not limited to raveled areas, rutted areas, areas of excess or deficient stabilizing agent, or deficient surface tolerance areas.

Raveled areas, non-structural related rutted areas, areas of excess or deficient stabilizing agent, and deficient surface tolerance areas shall be re-processed or repaired at no additional cost to the department.

Prior to the HMA layer being placed, the contractor shall monitor and test the CIR layer for moisture content at a frequency described in the bid item Cold In-Place (CIR) Asphalt Base Layer under C.7.1

Curing (4). The contractor shall provide to the engineer results demonstrating that the CIR layer throughout the project meets the requirements of C.7.1 Curing of the Cold In-Place Recycling (CIR) Asphalt Pavement bid item.

#### **D** Measurement

The department will measure Prepare CIR Foundation for HMA Layer in square yards, 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 211.0600.S Prepare CIR Foundation for HMA Layer SY

Replace standard spec 211.5.1 (4) with the following:

(4) Payment is full compensation for furnishing all work under this item including moisture testing and correcting surface tolerance deviations.

The department will pay separately for the following work associated with yielding areas under this item under the following pertinent contract items:

- Asphaltic Surface for mix placed under this item to correct yielding areas.
- Base Repair for CIR Layer.

### 26. Prepare Foundation for CIR Pavement 5163-09-71, Item 211.0700.S.

# **A Description**

This special provision describes the preparation of foundation for work required prior to Cold-In-Place Recycling (CIR) according to standard spec 211 and as hereinafter provided.

#### B (Vacant)

# **C** Construction

After any contract required surface mill, the engineer and contractor shall visually inspect the milled surface for yielding areas.

Yielding areas will then be repaired prior to the CIR process. The identified yielding areas will be excavated to a maximum of 2 feet, repaired with base course, and a minimum of 5 inches of milled and re-laid pavement.

After any contract required surface milling, and immediately prior to commencing CIR operations, remove from the roadway, and up to 1 inch below the milled surface, any vegetation, standing water, loose crack filler, and any other deleterious materials.

#### **D** Measurement

The department will measure Prepare Foundation for CIR Pavement as each individual project, 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 211.0700.S Prepare Foundation for CIR Pavement 5163-09-71 EACH

Replace standard spec 211.5.1 (4) with the following:

(4) Payment is full compensation for brooming, crack fill removal, any saw cuts, any additional milling, any test rolling, and for placement of acceptable material into these areas.

The department will pay separately for the following work associated with yielding areas under this item under the following contract items:

- Base Repair for CIR Pavement.

stp-211-020 (20190618)

# 27. Base Repair for CIR Pavement, Item 211.0800.S.

#### A Description

This special provision describes base repair for Cold In-Place Recycling (CIR) pavement according to the bid items Prepare Foundation for CIR Pavement, Prepare CIR Foundation for HMA Layer, according to standard spec 211, and as hereinafter provided.

#### B (Vacant)

#### **C** Construction

Add the following to standard spec 211.3.5:

Prior to and during the placement of the CIR pavement the contractor shall also be responsible for the work covered under this item.

Perform work under this bid item according to standard spec 205.

Remove soft and/or yielding areas of base to a maximum depth of 2-feet. All areas will be documented, and information will be provided to the engineer. If areas are found after paving operation begin, the engineer will be notified of locations. Excavated area will be filled and compacted with material that meets the material requirements of standard spec 305 and Base Aggregate Dense 1 ¼-inch, or standard spec 330 and Mill and Relay, or standard spec 465 and Asphaltic Surface. Do not exceed plan quantity without written approval from the engineer.

#### **D** Measurement

The department will measure Base Repair for CIR Pavement by the cubic yard, acceptably completed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 211.0800.S Base Repair for CIR Pavement CY

Payment is full compensation for removing/excavating areas of base to a maximum of 2 feet; required saw cuts; providing, placing, and compacting dense graded base course; milling and relaying pavement; asphaltic surfacing; and traffic control.

stp-211-030 (20190618)

# 28. Cold In-Place Recycling (CIR) Asphalt Pavement, Item 327.1000.S; Asphalt Stabilizing Agent, Item 455.0770.S.

# **A Description**

This work consists of the milling, crushing, and screening (as necessary) of the existing HMA pavement to the width and depth specified on the plans. The processed material shall be blended with foamed asphalt stabilizing agent, water, and other additives as necessary, and required by the mix design, for placement and compaction of this mixture according to the plans and specifications.

#### **B** Materials

# **B.1 Reclaimed Asphalt Pavement (RAP) Material**

- (1) The RAP shall be milled from the existing roadway and processed in-place.
- (2) The RAP shall be free of contamination of base material, shoulder material, concrete, silt, clay, or other deleterious materials.

- (3) Rubberized crack filler, pavement markers, loop wires, fabric, or other materials shall be removed as observed from the roadway during the recycling process. Any residual materials shall be appropriately sized and homogenously blended with the RAP. No rubberized crack filler or fabric piece has any dimension exceeding a length of 4 inches.
- (4) The milled and processed material shall conform to the following gradation prior to addition of the stabilizing agent:

| Sieve Size     | Percent Passing |
|----------------|-----------------|
| 1 ½" (37.5 mm) | 100             |
| 1"             | 95 to 100       |

# **B.2 Stabilizing Agent**

(1) The asphalt stabilizing agent used for CIR Asphalt Pavement shall be foamed Asphalt.

#### **B.2.1 Foamed Asphalt**

- (1) Foamed asphalt shall be produced with a performance graded asphalt binder; without polymer modification; according to standard spec 455.
- (2) Asphalt binder performance grade for foamed asphalt shall be PG 46-34 or PG 52-34
- (3) Asphalt binder shall be sufficiently heated to meet the mix design expansion and half-life criteria; not to exceed 375° F. The temperature of the asphalt binder shall be maintained within ± 10° F of the optimum foaming temperature as determined by the mix design.
- (4) Asphalt binder shall produce asphalt foam with a minimum expansion ratio of 8 and half-life of no less than 6 seconds.

#### B.2.2 Water

- (1) Water may be added to the RAP at the milling head and/or in a mixing chamber.
- (2) Water added to the RAP, used for foaming asphalt, shall be free of sediment and deleterious materials.

#### **B.3 Mixture Design**

- (1) The contractor will be responsible for obtaining milled samples and/or cores for the project mix design. Core samples shall be obtained at a frequency of 0.5 lane-mile. Cores shall be obtained from the area to be recycled including shoulder. Samples obtained by coring should be enough to develop the mix design.
- (2) Samples for mix design obtained by milling shall be taken from at least three different locations directly from the area to be recycled.
- (3) Significant mixture differences in the pavement to be recycled may require additional sampling. All samples shall represent the entire depth of the layer to be recycled.
- (4) Develop and submit a material sampling plan for review and approval a minimum of 5 business days prior to obtaining milled and/or cored samples.
- (5) Material sampling prior to receipt of the engineers notice to proceed shall require submittal and approval of an Application/Permit to Work on Highway Right-of-Way (DT1812).
- (6) During material sampling operations; contractor insurance will be as specified in standard spec 107; traffic control requirements will be as specified in standard spec 107 and 643; and in the contract special provisions.
- (7) Develop and submit a Job Mix Formula (JMF) for approval 15 business days prior to the start of the CIR operation. The JMF will be developed according to the applicable portions of WisDOT Mix Design Method 1559, as described in WisDOT Construction Material Manual (CMM) 8.66.2; and conforming to the requirements of Table B.3. The JMF will be submitted to the engineer for review with and approval by the Bureau of Technical Services Materials Management Section, Pavement Unit. If differing material types are observed, samples shall be obtained at each differing material type location and a separate mix design shall be conducted for each material type.

Table B.3 - Minimum Mix Design Requirements

|  | Test Method   | Specification  | Criteria                |
|--|---|--|-------------------------|
| alt                                      | Gradation of RAP (Sieve Analysis of Aggregates)                       |  | See Section<br>B.1.(4)  |
| n Asphi                                  | Bulk Specific Gravity of Compacted<br>Samples                         |  | Report Only;<br>Ndes=30 |
| Foan                                     | Maximum Theoretical Specific Gravity                                  | WisDOT Laboratory  | Report Only             |
| Mix Design Requirements for Foam Asphalt | % Air Voids in Compacted Dense and<br>Open Bituminous Paving Mixtures | Standard Method of<br>Asphalt Mix Design<br>(Method 1559); CMM | Report Only             |
| luireme                                  | Tensile Strength (Resistance of Compacted Mixture to Moisture)        | 8-66   |                         |
| yn Rec                                   | Dry, psi  |  | Minimum 45              |
| )esiį                                    | Ratio (TSR), %  |  | Minimum 0.70*           |
| Mix                                      | RAP Coating Test  | AASHTO T 59  | Minimum Good            |
|  | Minimum Virgin Asphalt Content  |  | 1.5%                    |
| roperties                                | Foamed Asphalt Expansion Ratio  |  | Minimum 8.0<br>Times    |
| Foaming Properties                       | Foamed Asphalt Half-life  |  | Minimum 6.0<br>Seconds  |

In some cases when the recycling RAP with round aggregate or the RAP binder is softer, the dry strength and TSR ratio may not be achievable without a recycling additive, in such situations the TSR ratio may be reduced to 0.65, provided the dry tensile strength exceeds the minimum dry strength requirement.

- (8) The mix design JMF shall be the baseline measure for the rate of stabilizing agent application and water blended with the RAP to construct the CIR mixture. The mix design shall indicate the allowable tolerance for field adjustments for the stabilizing agent and/or water so as not to jeopardize the performance of the mix in regard to Table B.3 but allow the contractor to adjust the mix in response to field conditions. The adjustments for asphalt and water percentages in the field will be limited to percentages in the approved mix design that produce values meeting minimum tensile strength dry and TSR ratio identified in table B.3.
- (9) The mix design report shall contain the following minimum information:
  - Gradation of RAP.
  - Density, maximum specific gravity, air void content, indirect dry tensile strength, indirect wet (conditioned) tensile strength, and tensile strength ratio at each recycling agent content iteration (minimum of 4; inclusive of recommended moisture and stabilizing contents) and at the recommended moisture and stabilizing agent contents.
  - Recommended water content range as a percentage of dry RAP.
  - Optimum stabilizing agent content as a percentage of dry RAP.
  - Stabilizing agent designation, PG grading of asphalt binder, supplier name and location, and certified test report.
  - The optimal foaming characteristics of the asphalt stabilizing agent during the mix design process shall be determined at a minimum of using three different percentage of foamed asphalt content, three different temperatures, and water content.
  - Application means of recycling agent.
  - RAP coating test results.
  - Allowable tolerances for field adjustments for stabilizing agent and/or water.

# **B.4 Quality Management Program**

# **B.4.1 Quality Control Plan**

- (1) Submit a comprehensive written quality control plan to the engineer no later than 15 business days before beginning CIR activities. 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 suppliers for all stabilizing agents.
  - 4. A list of source locations for all water.
  - 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
  - 6. Location of the QC laboratory, retained sample storage, and other documentation.
  - 7. A summary of locations or quantities, selected randomly using ASTM Method D3665, to be tested under this provision.

## **B.4.2 Pre-CIR Construction Meeting**

A minimum of 10 business days prior to the start of CIR construction, hold a pre-CIR construction meeting at a mutually agreed upon time and location. Present the submitted Quality Control Plan at the meeting. Attendance at the pre-CIR construction meeting is a mandatory for the project leader, 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.

#### **B.4.3 Personnel**

- (1) Provide HTCP Nuclear Density Technician I, or ACT certified technician, for performance of field density and field moisture content testing.
- (2) Provide HTCP Aggregate Technician I, for aggregate sampling and aggregate sieve analysis.
- (3) Provide HTCP Hot Mix Asphalt, Mix Design, (HMA-MD) certified technician, for JMF preparation and report submittal.
- (4) 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.

#### **B.4.4 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 applicable AASHTO and/or ASTM specifications 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) Conform to AASHTO T310 and CMM 8.15 for density testing and gauge monitoring methods.

#### **B.4.5 Quality Control (QC) Testing**

(1) Roadway production lots will be defined as 4000 lane feet. Each roadway production lot will consist of two- 2000 lane feet sublots.

- (2) Gradation samples shall be taken at random location at a minimum frequency of 1 per lot of production. Gradation samples shall be taken representative of the full recycled depth. Samples maybe obtained prior to or after addition of stabilizing agent depending on the type of CIR equipment used in the project. For each sample report the gradation of the material, determined according to AASTHO T27, for the Number 4 (4.75mm) sieve and larger.
- (3) Conduct and report density testing at a minimum frequency of 3 individual random tests per sublot.
- (4) Conduct and report mill depth checks at random location at a minimum frequency of 1 per sublot.
- (5) Measure and report stabilizing agent foaming properties (i.e. half-life and expansion ratio) of each new tanker load from equipment's test nozzle or recycling unit. If the foaming properties don't meet the requirement as specified in Table B.3, take the necessary corrective action by adjusting the temperature of the stabilizing agent and / or foaming water content to obtain the foaming properties requirement stated in Table B.3.
- (6) Report stabilizing agent temperature at a minimum one per each new tanker load.
- (7) Report stabilizing agent and mixing and foaming water application rate at random location at a minimum frequency of 1 per sublot.
- (8) Perform startup QC testing (milling depth, stabilizing agent, and foaming/mixing water application rate) within the first 500 feet at the beginning of each day production.
- (9) The contactor shall provide a Daily Inspection Report to the engineer summarizing the: daily beginning and ending stations, applicable mix design, stabilizing agent temperature, stabilizing agent foaming properties, sublot test (mill depth check, density test, and application rate) locations and values, lot roadway sample locations, and any adjustments to the application rate of the stabilizing agent or water.
- (10) If at any time during production, stabilizing agent adjustments for mixing and placement exceed the allowable field adjustment limits defined in B.3. (8) or reduce the stabilizing agent application rate below the 1.5% mix design minimum specified in Table B.3, based on a single test or meter adjustment, from the Job Mix Formula (JMF) value, re-evaluation of the entire process must be completed. Approval by the engineer granted before production can resume.

#### **B.4.6 Department Testing**

# B.4.6.1 General

(1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project and provide test results to the contractor within 5 business days after the department obtains the sample.

# **B.4.6.2 Quality Verification (QV) Testing**

- (1) The department will have a technician, or ACT working under a technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.4.3 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 10% of the required QC tests. The department will observe contractor's QC stabilizing agent foaming property test.
- (3) The department will locate gradation, mill depth check, roadway gradation sample, and density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will split each QV sample, test half for QV, and retain the remaining half for 7 calendar days.
- (4) 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.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, re-evaluation of the entire process must be completed before production can resume.

# **B.4.6.3 Independent Assurance (IA)**

- (1) Independence 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 B.4.6.4.

#### **B.4.6.3 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 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** Construction

#### C.1 General

- (1) Unless the contract provides otherwise, keep the road open to traffic during construction.
- (2) Perform CIR operations; only between the dates of May 15 and September 15; when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is above 50°F and when the nighttime ambient air temperature is above 45°F the night prior and following; unless approved otherwise by the engineer.
- (3) Do not perform CIR operations during inclement weather; such as rain or fog; that will not allow proper mixing, placing, and/or compacting of the mixture.
- (4) CIR operations and recycled pavement curing shall be completed to allow adequate time for placement of surfacing according to calendar requirements of standard spec 450.3.2.1.

#### C.2 Equipment

- (1) Equipment used for CIR shall be subject to approval by the engineer.
- (2) Tankers supplying hot stabilizing agent components shall be equipped to constantly monitor temperature within the tank.

# C.2.1 Milling Machine

(1) The primary Milling units; not inclusive of pre-mill/wedge-cut milling units; shall be capable of milling the existing pavement at a minimum width of not less than 12.5 feet and to the depth shown on the plans, specified in the contract or directed by the engineer. A smaller milling machine may be used to mill paved shoulders and miscellaneous areas to increase the recycle width.

- (2) The units shall be equipped with automatic depth control, shall maintain constant cutting depth and width, uniform grade, and uniform slope.
- (3) For processes not incorporating additional screening, sizing, or crushing; the milling unit shall be capable of producing RAP sized as specified in B.1.
- (4) Use of a heating device to soften the pavement is not permitted.

### C.2.2 Screening, Crushing, and Sizing Equipment

(1) Processes requiring additional screening, sizing, or crushing, shall include a unit with a closed circuit system capable of continuously returning oversized material to the crusher until all milled material entering the screening, crushing, or sizing equipment meets the gradation requirements of section B.1.

# C.2.3 Mixing Unit

- (1) Processed RAP shall be mixed with the stabilizing agent and water in a mixing unit; defined as the milling machine cutter housing, a separate mixing chamber, or a pugmill.
- (2) The asphalt stabilizing agent shall be applied; using a computer controlled additive system; uniformly at the predetermined application rate. The metering of the stabilizing agent must be monitored through a calibrated pump providing a continuous readout of quantities.
- (3) The additive system shall contain separate pumping systems for adding stabilizing agent and water. Each system shall have an inspection or test nozzle for stabilizing agent and/or water sampling.
- (4) The system shall be capable of producing a uniformly mixed homogeneous recycled pavement mixture.

# C.2.4 Paving Equipment

- (1) The placement and shaping of the recycled pavement mixture shall be completed using a selfpropelled paver or screed integral to the recycling equipment meeting the requirements of standard spec 450.3.1.4, revised to exclude the requirement of an activated screed or strike-off assembly.
- (2) The screed shall not be heated.
- (3) If utilizing a self-propelled paver, the material shall be transferred directly into the paver hopper from the recycling equipment or with a pick-up device. When a pick-up device is used, the entire windrow shall be removed from the milled surface and transferred to the paver hopper.

#### C.2.5 Compaction Equipment

- (1) Compaction equipment shall be self-propelled and meet the requirements of standard spec 450.3.1.5.
- (2) The number, weight, and types of rollers shall be as necessary to achieve the specified compaction. At a minimum, the following rollers shall be used:
  - At least one self-propelled double drum vibratory steel roller with a minimum weight of not less than 10 tons.
  - 2. At least one self-propelled pneumatic-tired roller with a minimum weight of not less than 22 tons.

#### C.3 Constructing CIR

#### C.3.1 Preparation

- (1) After any contract required surface milling, and immediately prior to commencing CIR operations, remove from the roadway, and up to one inch below the milled surface, any vegetation, standing water, loose crack filler, and any other deleterious materials.
- (2) Inspect the pavement surface, after any contract required surface milling, for areas of yielding subgrade. Yielding areas will be repaired prior to CIR operations and paid for according to the Prepare Foundation for CIR Pavement SPV bid item.
- (3) Blade the existing base aggregate roadway shoulders away from the asphaltic surface edge to minimize contamination of the CIR pavement.

# C.3.2 Processing and Placement of CIR Material

- (1) Mill the existing pavement to the required depth and width indicated on the plans.
- (2) Further process the milled RAP material as necessary by crushing, screening, and/or sizing to the gradation requirements of B.1.

- (3) Blend the RAP material with the mix design specified proportions of stabilizing agent and water; produce a uniform and homogeneous recycled mixture.
- (4) Spread the recycled mixture to the grade, elevations, and slopes specified on the plans; avoiding tearing or scarring of the recycled pavement surface.
- (5) Ensure proper material transfer, handling, and spreading to prevent material segregation. If segregation does occur behind the paver, the contractor shall take immediate steps to correct the problem. Corrective action may include adjusting the forward speed of the paving operation and adjusting the follow of material to paver. The contractor shall make adjustments until a satisfactory end-product has been obtained, as determined by the engineer.
- (6) Longitudinal joints between successive CIR operations shall be overlapped a minimum of 3 inches. Consideration should be given to the amount of stabilizing agent used in the overlapping pass. Adjust the width of the stabilizing agent application so that the overlapped CIR mixtures maintains the target stabilizing agent content. Transverse joints between successive CIR operations during the same day of placement shall be overlapped a minimum of 2 feet. The beginning of each day's recycling operation shall overlap the end of the preceding recycling operation a minimum of 50 feet unless otherwise directed by the engineer.

# C.4 Compaction

# **C.4.1 Control Strip Construction**

- (1) On the first day of production, construct a control strip to identify the target wet density for the CIR layer using a nuclear moisture-density gauge in backscatter measurement. Nuclear gauge test duration in backscatter measurement shall be one minute. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel.
- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 500 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 CIR layer thickness changes in excess of 2.0 inches.
  - 2. The percent of target wet density is less than 95% or exceeds 105.0%; and is outside the range of the 10 random measurements defining the control strip; on two consecutive sublots.
  - 3. If there is a significant change in mix proportions, weather conditions, compaction equipment's or other controlling factors, the engineer may require construction of new control strips to check target density.
- (5) Construct control strips using equipment and methods representative of the operations to be used for constructing the CIR layer.
- (6) After compacting the control strip with a minimum of 3 passes, mark and take wet density measurements using nuclear moisture-density gauge in backscatter mode at 3 random locations across the control strip, at least 1 ½ feet from the unrestricted edge of the CIR layer. Subsequent density measurements will be taken at the same 3 locations.
- (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 density measurements of individual locations is 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, at least 1 ½ feet from the unrestricted edge of the CIR layer. The final measurements recorded at the 3 locations under article paragraph (6) of this section may be included as 3 of the 10 measurements. Average the 10 measurements to obtain the control strip target density.

#### C.4.2 Compaction Requirements

(1) Compact the CIR layer to a required density of 96% of the target density. Density acceptance shall be based on the average sublot measurements results.

#### **C.5 Surface Requirements**

(1) Test the pavement surface at regular intervals, and engineer selected locations, using a 10-foot straightedge or other engineer specified device.

(2) The engineer may direct the repair of surface deviations greater than 1/2 inch between two surface contact points. High points shall be corrected by reworking, rerolling, trimming, milling, or grinding. Depressions may be corrected by reworking or have a tack coat applied and be filled with HMA immediately prior to placement of the surface treatment.

### C.6 Maintaining the Work

- (1) After compaction is complete, the contractor will determine when the CIR is stable to open to traffic.
- (2) After opening to traffic, and prior to placing a surface treatment, the surface of the recycled pavement shall be maintained in a condition suitable for safe movement of traffic.
- (3) The recycled pavement surface shall be protected and maintained from standing water, deleterious substances, and/or other damage.
- (4) Any damage to the recycled pavement shall be repaired by the contractor prior to placement of the upper layer at no additional cost to the department; unless otherwise specified in the "Prepare CIR Foundation for HMA Layer" bid item.

# C.7 Curing and Surfacing

# C.7.1 Curing

- (1) Application of a surface treatment or leveling/lower layer of HMA will not be allowed until the moisture content of the CIR layer is not more than 2.5%.
- (2) If the moisture content of the CIR layer does not reduce to 2.5%; the surface treatment may be applied after the change in moisture content is less than 0.30 percentage points for three consecutive calendar days.
- (3) The final surfacing or leveling/lower layer shall be placed on the CIR layer within 10 calendar days after the CIR layer is completed and initially achieves allowable moisture content.
- (4) Conduct and report moisture content of the finished CIR layer at minimum from 3 random locations for each day of placement. The three random locations shall represent each day of placement. Moisture content acceptance shall be based on the average of each day placement. The department will verify the contractor's moisture content values by testing a moisture content split sample at a frequency of 10% of the contractor's moisture testing.
- (5) The moisture content shall be determined from a sample retrieved over the full-depth of the CIR layer by weighting and drying to a constant weight using an oven at 230° ±9°F. Moisture content testing by nuclear density shall only be used for informational purposes not for acceptance.

### C.7.2 Tack Coat

- (1) The surface shall be prepared, and tack coat applied meeting the requirements of standard spec 455.3.2.
- (2) Tack coat application rate shall be 0.05 to 0.07 gal/SY. The engineer may adjust the tack coat application rate based on surface conditions.
- (3) Use only emulsified asphalt material as tack coat specified in standard spec 455.2.5. Paving grade asphaltic tack coat shall not be used.

# C.7.3 Surfacing

(1) Surfacing materials, equipment, and construction methods shall be according to the applicable sections of the standard specs or contract special provisions.

## **D** Measurement

- (1) The department will measure Cold In-Place Recycling (CIR) Asphalt Pavement by the square yard, acceptably completed.
- (2) The department will measure the Asphalt Stabilizing Agent incorporated into the work by the ton; as metered through a calibrated pump, or through delivered ticket quantity.

#### **E** Payment

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

| ITEM NUMBER | DESCRIPTION               | UNIT |
|-------------|---------------------------|------|
| 327.1000.S  | CIR Asphalt Pavement      | SY   |
| 455.0770.S  | Asphalt Stabilizing Agent | TON  |

- (2) Payment is full compensation for measured quantities as specified above; all material including mixing and milling water; equipment necessary for milling and sizing, mixing, paving, compacting the completed CIR; incidentals necessary to the conduct mix design; including sampling and sampling traffic control; mill the existing pavement for recycling, size the milled RAP, inject and mix the RAP with the stabilizing agent, place or pave, compact, and maintain the completed CIR.
- (3) The department will pay separately for preparation work and repair of yielding areas under the bid items Prepare CIR Foundation for HMA Layer and Prepare Foundation for CIR Pavement Foundation.
- (4) The department will pay separately for removing or blading away of the adjacent shoulder material under the bid item Shaping Shoulders.
- (5) The department will pay separately for surfacing treatments, including tack coat, under the appropriate bid items.

stp-327-010 (20190618)

# 29. HMA Pavement Longitudinal Joint Density.

# **A Description**

This special provision incorporates longitudinal joint density requirements into the contract and describes the data collection, acceptance, and procedure used for determination of pay adjustments for HMA pavement longitudinal joint density. Pay adjustments will be made on a linear foot basis, as applicable per pavement layer and paving lane. Applicable longitudinal joints are defined as those between any two or more traffic lanes including full-width passing lanes, turn lanes, or auxiliary lanes more than 1500 lane feet. This excludes any joint with one side defined as a shoulder and ramp lanes of any length. Longitudinal joints placed during a test strip will be tested for information only to help ensure the roller pattern will provide adequate longitudinal joint density during production. Longitudinal joint density test results collected during a test strip are not eligible for pay adjustment.

Pay is determined according to standard spec 460, HMA Pavement Percent Within Limits QMP special provisions, and as modified within.

## **B** Materials

Revise standard spec 460.3.3.1(1) table 460-3 by adding footnotes [6] and [7]:

PERCENT OF TARGET MAXIMUM DENSITY LOCATION **LAYER** MIXTURE TYPE SMA<sup>[5]</sup> LT and MT HT 93.0[3] 93.0[4] **LOWER** TRAFFIC LANES[2] **UPPER** 93.0 93.0 SIDE ROADS. **LOWER** 93.03 93.0[4] CROSSOVERS. TURN LANES, & **UPPER** 93.0 93.0 **RAMPS** 91.0 **LOWER** 91.0 SHOULDERS & APPURTENANCES **UPPER** 92.0 92.0

TABLE 460-3 MINIMUM REQUIRED DENSITY<sup>[1][6][7]</sup>

<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 may investigate the acceptability of that material.

<sup>[2]</sup> Includes parking lanes, bike lanes as determined by the engineer

- [3] Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.
- [4] Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.
- <sup>[5]</sup> The minimum required densities for SMA mixtures are determined according to CMM 8-15.
- [6] Minimum reduced by 1.5 percent at longitudinal joint with lateral confinement (i.e., confined)
- [7] Minimum reduced by 3.0 percent at longitudinal joint having no lateral confinement (i.e., unconfined)

#### **C** Construction

Add the following to standard spec 460.3.3.2:

- (5) Establish companion density locations at each applicable joint. Each companion location shares longitudinal stationing with a QC or QV density location within each sublot and is located transversely with the center of the gauge 6-inches from the final joint edge of the paving area. Sublot and lot numbering remains the same as mainline densities, however, in addition to conventional naming, joint identification must clearly indicate "M" for inside/median side of lane or "O" for outside shoulder side of lane, as well as "U" for an unconfined joint or "C" for a confined joint (e.g., XXXXX-MC or XXXXXX-OU).
- (6) Each joint will be measured, reported, and accepted under methods, testing times, and procedures consistent with the program employed for mainline density, i.e., PWL.
- (7) For single nuclear density test results greater than 3.0% below specified minimums, the department will perform the following per standard spec 460.3.3.1 as modified here within:
  - a) Testing at 50 foot increments both ahead and behind the unacceptable site
  - b) Continued 50 foot incremental testing until test values indicate higher than or equal to -3.0 percent from target joint density.
  - c) Materials within the incremental testing indicating lower than -3.0 percent from target joint density are defined as unacceptable and will be handled with remedial action as defined in the payment section of this document.
  - d) The remaining sublot average (exclusive of unacceptable material) will be determined by the first forward and backward 50 foot incremental tests that reach the criteria of higher than or equal to -3.0 percent from target joint density.

Note: If the 50 foot testing extends into a previously accepted sublot, remedial action is required up to and inclusive of such material; however, the results of remedial action must not be used to recalculate the previously accepted sublot density. When this occurs, the lane feet of any unacceptable material will be deducted from the sublot in which it is located, and the previously accepted sublot density will be used to calculate pay for the remainder of the sublot.

- (8) Joint density measurements will be kept separate from all other density measurements and entered as an individual data set into Atwood Systems.
- (9) Placement and removal of excess material outside of the final joint edge, to increase joint density at the longitudinal joint nuclear testing location, will be done at the contractor's discretion and cost. This excess material and related labor will be considered waste and will not be paid for by the department. Joints with excess material placed outside of the final joint edge to increase joint density or where a notched wedge is used will be considered unconfined joints. Inlay paving operations (e.g. where one lane is milled and paved prior to the adjacent lane being milled and paved) will limit payment for additional material to 2 inches wider than the final paving lane width at the centerline and will be considered confined joints.
- (10) If echelon paving is performed at the contractor's description to increase longitudinal joint density, additional cost related to echelon paving will not be paid for by the department. The joint between echelon paving lanes will be placed at the centerline and both sides of the joint will be considered confined joints.

#### **D** Measurement

(1) The department will measure each side of applicable longitudinal joints, as defined in Section A of this special provision, by the linear foot of pavement acceptably placed. Measurement will be conducted independently for the inside or median side and for the outside or shoulder side of paving lanes with two applicable longitudinal joints. Each paving layer will be measured independently.

#### **E** Payment

Add the following as 460.5.2.4 Pay Adjustment for HMA Pavement Longitudinal Joint Density:

(1) The department will administer longitudinal joint density adjustments under the Incentive Density HMA Pavement Longitudinal Joints and Disincentive Density HMA Pavement Longitudinal Joints items. The department will adjust pay based on density relative to the specified targets in Section B of this special provision, and linear foot of the HMA Pavement bid item for that sublot as follows:

#### PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY

PERCENT SUBLOT DENSITY
ABOVE/BELOW SPECIFIED MINIMUM

Equal to or greater than +1.0 confined, +2.0 unconfined
From 0.0 to +0.9 confined, 0.0 to +1.9 unconfined

From -0.1 to -1.0
From -1.1 to -2.0
From -2.1 to -3.0
More than -3.0

PAY ADJUSTMENT PER LINEAR FOOT
\$0.40
\$(0.40)
\$(0.20)
\$(0.40)
\$(0.80)
\$(0.80)

- (2) The department will not assess joint density disincentives for pavement placed in cold weather because of a department-caused delay as specified in <u>standard spec 450.5.2(3)</u>.
- (3) The department will not pay incentive on the longitudinal joint density if the traffic lane is in disincentive A disincentive may be applied for each mainline lane and all joint densities if both qualify for a pay reduction.

The department will pay incentive for longitudinal joint density under the following bid items:

ITEM NUMBERDESCRIPTIONUNIT460.2007Incentive Density HMA Pavement Longitudinal JointsDOL

The department will administer disincentives under the Disincentive Density HMA Pavement Longitudinal Joints administrative item.

bts-Longitudinal Joint Density (20181215)

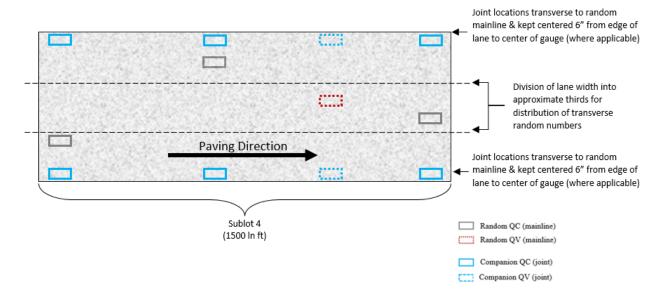
# **Appendix**

# WisDOT Longitudinal Joint - Nuclear Gauge Density Layout

Each QC and QV density location must have a companion density location at any applicable joint. This companion location must share longitudinal stationing with each QC or QV density location, and be located transversely with the center of the gauge 6-inches from the edge of the paving area.

For HMA Pavement Percent Within Limits QMP projects, this appears as follows:

<sup>&</sup>lt;sup>[1]</sup> Remedial action must be approved by the engineer and agreed upon at the time of the pre-pave meeting, and may include partial sublots as determined and defined in 460.3.3.2(7) of this document



Further Explanation of PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY Table

|                                  | Confined         |                  |                  |                  |                 |
|----------------------------------|------------------|------------------|------------------|------------------|-----------------|
|                                  | Lower Laye       | er (On Base)     | Upper Layer      |                  |                 |
|                                  | LT/MT            | HT               | LT/MT            | HT               | Pay Adjust      |
| Mainline Target (SS 460-3)       | 91.0             | 92.0             | 93.0             | 93.0             | -               |
| Confined Target (mainline - 1.5) | 89.5             | 90.5             | 91.5             | 91.5             | -               |
| Equal to or greater than +1.0    | <u>&gt;</u> 90.5 | <u>&gt;</u> 91.5 | <u>&gt;</u> 92.5 | <u>&gt;</u> 92.5 | \$0.40          |
| From 0.0 to +0.9                 | 90.4 - 89.5      | 91.4 - 90.5      | 92.4 - 91.5      | 92.4 - 91.5      | \$0             |
| From -0.1 to -1.0                | 89.4 - 88.5      | 90.4 - 89.5      | 91.4 - 90.5      | 91.4 - 90.5      | (\$0.20)        |
| From -1.1 to -2.0                | 88.4 - 87.5      | 89.4 - 88.5      | 90.4 - 89.5      | 90.4 - 89.5      | (\$0.40)        |
| From -2.1 to -3.0                | 87.4 - 86.5      | 88.4 - 87.5      | 89.4 - 88.5      | 89.4 - 88.5      | (\$0.80)        |
| More than -3.0                   | < 86.5           | < 87.5           | < 88.5           | < 88.5           | REMEDIAL ACTION |

|                                    | Unconfined       |                  |                  |                  |                 |
|------------------------------------|------------------|------------------|------------------|------------------|-----------------|
|                                    | Lower Laye       | er (On Base)     | Upper Layer      |                  |                 |
|                                    | LT/MT            | HT               | LT/MT            | HT               | Pay Adjust      |
| Mainline Target (SS 460-3)         | 91.0             | 92.0             | 93.0             | 93.0             | -               |
| Unconfined Target (Mainline - 3.0) | 88.0             | 89.0             | 90.0             | 90.0             | -               |
| Equal to or greater than +2.0      | <u>&gt;</u> 90.0 | <u>&gt;</u> 91.0 | <u>&gt;</u> 92.0 | <u>&gt;</u> 92.0 | \$0.40          |
| From 0.0 to +1.9                   | 89.9 - 88.0      | 90.9 - 89.0      | 91.9 - 90.0      | 91.9 - 90.0      | \$0             |
| From -0.1 to -1.0                  | 87.9 - 87.0      | 88.9 - 88.0      | 89.9 - 89.0      | 89.9 - 89.0      | (\$0.20)        |
| From -1.1 to -2.0                  | 86.9 - 86.0      | 87.9 - 87.0      | 88.9 - 88.0      | 88.9 - 88.0      | (\$0.40)        |
| From -2.1 to -3.0                  | 85.9 - 85.0      | 86.9 - 86.0      | 87.9 - 87.0      | 87.9 - 87.0      | (\$0.80)        |
| More than -3.0                     | < 85.0           | < 86.0           | < 87.0           | < 87.0           | REMEDIAL ACTION |

# 30. HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item SPV.0060.27; HMA Percent Within Limits (PWL) Test Strip Density Item SPV.0060.28.

## **A Description**

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

Perform work according to standard spec 460 and as follows.

#### **B** Materials

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

#### **C** Construction

#### C.1 Test Strip

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

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

#### **C.1.1 Sampling and Testing Intervals**

#### **C.1.1.1 Volumetrics**

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

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

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

#### C.1.1.2 Density

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

#### C.1.2 Field Tests

# C.1.2.1 Density

For contracts that include STSP 460-020 QMP Density in addition to PWL, a gauge comparison according to CMM 8-15.7 shall be completed prior to the day of test strip construction. Daily standardization of gauges on reference blocks and a project reference site shall be performed according to CMM 8-15.8. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer; therefore, a separate value shall be determined for each layer of each mix placed over a differing underlying material for the contract. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

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

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

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

# C.1.3 Laboratory Tests

# C.1.3.1 Volumetrics

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

Theoretical maximum specific gravities of each mixture sample will be obtained according to AASHTO T 209 as modified in CMM 8-36.6.6. Bulk specific gravities of both gyratory compacted samples and field cores shall be determined according to AASHTO T 166 as modified in CMM 8-36.6.5. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for each QC and QV nuclear density gauge. The correction factor will be used throughout the remainder of the layer.

#### **C.2 Acceptance**

#### **C.2.1 Volumetrics**

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

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

<sup>[1]</sup> Asphalt content more than -0.5% below the JMF will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1.

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

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

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

#### C.2.2 Density

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

#### TABLE 460-3 MINIMUM REQUIRED DENSITY[1]

# MIXTURE TYPE

| LAYER | LT & MT             | HT                  |
|-------|---------------------|---------------------|
| LOWER | 93.0 <sup>[2]</sup> | 93.0 <sup>[3]</sup> |
| UPPER | 93.0                | 93.0                |

<sup>[1]</sup> If any individual core density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer will investigate the acceptability of that material per CMM 8-15.11.

Nuclear density gauges are acceptable for use on the project only if correlation is completed for that gauge during the time of the test strip and the department issues documentation of acceptance stating

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

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

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

the correlation offset value specific to the gauge and mix design. The offset is not to be entered into any nuclear density gauge as it will be applied by the department-furnished Field Density Worksheet.

## C.2.3 Test Strip Approval and Material Conformance

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

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

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

PWL Test Strip Approval and Material Conformance Criteria

#### **D** Measurement

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

# **E** Payment

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

| ITEM NUMBER | DESCRIPTION  | UNIT |
|-------------|--|------|
| SPV.0060.27 | HMA Percent Within Limits (PWL) Test Strip Volumetrics | EACH |
| SPV.0060.28 | HMA Percent Within Limits (PWL) Test Strip Density     | EACH |

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

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

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

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

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

#### PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY

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

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

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

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

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

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

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

Parameter WP
Air Voids 0.5
Density 0.5

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

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

| ITEM NUMBER | DESCRIPTION                        | UNIT |
|-------------|------------------------------------|------|
| SPV.0055.01 | Incentive Density PWL HMA Pavement | DOL  |
| SPV.0050.02 | Incentive Air Voids HMA Pavement   | DOL  |

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

# 31. HMA Pavement Percent Within Limits (PWL) QMP.

#### **A Description**

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

#### **B** Materials

Conform to the requirements of standard spec 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each HMA mixture type per layer required for the contract, unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip according to HMA Pavement Percent Within Limits (PWL) QMP Test Strip Volumetrics and HMA Pavement Percent Within Limits (PWL) QMP Test Strip Density articles at no additional cost to the department.

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

#### 460.2.8.2.1.3.1 Contracts under Percent within Limits

- (1) Furnish and maintain a laboratory at the plant site fully equipped for performing contractor QC testing. Have the laboratory on-site and operational before beginning mixture production.
- (2) Obtain random samples and perform tests according to this special provision and further defined in Appendix A: *Test Methods & Sampling for HMA PWL QMP Projects*. Obtain HMA mixture samples from trucks at the plant. For the sublot in which a QV sample is collected, discard the QC sample and test a split of the QV sample.
- (3) Perform sampling from the truck box and three-part splitting of HMA samples according to CMM 8-36. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield three splits for all random sampling per sublot. All QC samples shall provide the following: QC, QV, and Retained. The contractor shall take possession and test the QC portions. The department will observe the splitting and take possession of the samples intended for QV testing (i.e., QV portion from each sample) and the Retained portions. Additional sampling details are found in Appendix A. Label samples according to CMM 8-36. Additional handling instructions for retained samples are found in CMM 8-36.
- (4) Use the test methods identified below to perform the following tests at a frequency greater than or equal to that indicated:

- Blended aggregate gradations according to AASHTO T 30
- Asphalt content (AC) in percent determined by ignition oven method according to AASHTO T 308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1.
- Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166 as modified in CMM 8-36.6.5.
- Maximum specific gravity (Gmm) according to AASHTO T 209 as modified in CMM 8-36.6.6.
- · Air voids (Va) by calculation according to AASHTO T 269.
- · Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R35.

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

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

Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6.

Replace standard spec 460.2.8.2.1.7 Corrective Action with the following:

#### 460.2.8.2.1.7 Corrective Action

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

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

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

<sup>&</sup>lt;sup>(2)</sup> QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.

- (3) Notify the engineer if any individual test result falls outside the action limits, investigate the cause and take corrective action to return to within action limits. If two consecutive test results fall outside the action limits, stop production. Production may not resume until approved by the engineer. Additional QV samples may be collected upon resuming production, at the discretion of the engineer.
- <sup>(4)</sup> For any additional tests outside the random number testing conducted for volumetrics, the data collected will not be entered into PWL calculations. Additional QV tests must meet acceptance limits or be subject to production stop and/or remove and replace.
- (5) Remove and replace unacceptable material at no additional expense to the department. Unacceptable material is defined as any individual QC or QV tests results outside the acceptance limits or a PWL value < 50. The engineer may allow such material to remain in place with a price reduction. The department will pay for such HMA Pavement allowed to remain in place at 50 percent of the contract unit price.

Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:

# 460.2.8.3.1.2 Personnel Requirements

- (1) The department will provide at least one HTCP-certified Transportation Materials Sampling (TMS) Technician, to observe QV sampling of HMA mixtures.
- (2) Under departmental observation, a contractor TMS technician shall collect and split samples.
- (3) A department HTCP-certified Hot Mix Asphalt, Technician I, Production Tester (HMA-IPT) technician will ensure that all sampling is performed correctly and conduct testing, analyze test results, and report resulting data.
- (4) The department will make an organizational chart available to the contractor before mixture production begins. The organizational chart will include names, telephone numbers, and current certifications of all QV testing personnel. The department will update the chart with appropriate changes, as they become effective.

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

# 460.2.8.3.1.4 Department Verification Testing Requirements

- (1) HTCP-certified department personnel will obtain QV random samples by directly supervising HTCP-certified contractor personnel sampling from trucks at the plant. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield three splits for all random sampling per sublot. All QV samples shall furnish the following: QC, QV, and Retained. The department will observe the splitting and take possession of the samples intended for QV testing (i.e., QV portion from each sample) and the Retained portions. The department will take possession of retained samples accumulated to date each day QV samples are collected. The department will retain samples until surpassing the analysis window of up to 5 lots, as defined in 460.2.8.3.1.7(2) of this special provision. Additional sampling details are found in Appendix A.
- (2) The department will verify product quality using the test methods specified here in 460.2.8.3.1.4(3). The department will identify test methods before construction starts and use only those methods during production of that material unless the engineer and contractor mutually agree otherwise.
- (3) The department will perform all testing conforming to the following standards:
  - Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166 as modified in CMM 8-36.6.5.
  - Maximum specific gravity (Gmm) according to AASHTO T 209 as modified in CMM 8-36.6.6.
  - · Air voids (Va) by calculation according to AASHTO T 269.
  - · Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R 35.
  - Asphalt Content (AC) in percent determined by ignition oven method according to AASHTO T 308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1.
- (4) The department will randomly test each design mixture at the minimum frequency of one test for each lot.

Delete standard spec 460.2.8.3.1.6.

Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following:

#### 460.2.8.3.1.7 Data Analysis for Volumetrics

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

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

[1] The Retained portion of the split from the lot in the analysis window with a QV test result furthest from the QV mean (not necessarily the sublot identifying that variances or means do not compare) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel. All previous lots within the analysis window are subject to referee testing and regional lab testing as deemed necessary. Referee test results will replace the QV data of the sublot(s).

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

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

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

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

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

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

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

does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the HMA PWL Production spreadsheet for data analysis and pay determination.] The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

Delete standard spec 460.2.8.3.1.8 Corrective Action.

#### **C** Construction

Replace standard spec 460.3.3.2 Pavement Density Determination with the following:

# 460.3.3.2 Pavement Density Determination

- (1) For mainline pavement with length greater than or equal to 3,750 lane feet, PWL density determination will be by correlated gauges or cores as specified in the project plans. Full-width passing lanes, turn lanes, or auxiliary lanes must be 1500 lane feet or greater to be eligible for PWL density determination. Shoulder and appurtenance density will be by nuclear density gauge according to 460.3.3.2.1(5). For mainline HMA mixture types with length less than 3,750 lane feet, density will be determined and pay adjusted according to STSP 460-020 and is not eligible for PWL pay adjustment.
- (2) Determine mainline pavement density by correlated nuclear density gauge according to 460.3.3.2.1 for each HMA mixture type placed over a specific underlying material with at least 20,000 total lane feet of material per layer.
- (3) For pavement length greater than or equal to 3,750 that would otherwise require a separate gauge-to-core correlation, cores may be used in lieu of nuclear density testing according to 460.3.3.2.2 when specified in the project plans.
- <sup>(4)</sup> Sublots are typically 1500 lane feet (excluding shoulder, even if paved integrally) and placed within a single layer for each location and target maximum density category indicated in table 460-3. A partial quantity less than 750 lane feet will be included with the previous sublot.
- (5) A typical lot consists of 5 sublots. Partial lots with less than three sublots will be included in the previous lot for data analysis/acceptance and pay, by the engineer. If density lots/sublots are determined prior to construction of the test strip, any random locations within the test strip shall be omitted.
- <sup>(6)</sup> The engineer will determine the target maximum density using department procedures described in CMM 8-15. The engineer will determine density as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- (7) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.

#### 460.3.3.2.1 Density Determination by Nuclear Density Gauge

- (1) The contractor is required to complete three nuclear density tests randomly per sublot and the department will randomly conduct one QV nuclear density test per sublot. Testing procedures for QC and QV at each location are detailed in Appendix A.
- (2) The three QC locations per sublot represent the outside, middle, and inside of the paving lane.
- (3) QV nuclear testing will consist of one randomly selected location per sublot.
- <sup>(4)</sup> For any additional tests outside the random number testing conducted for density, the data collected will not be entered into PWL calculations. However, additional QV testing must meet the tolerances for material conformance as specified in the standard specification and this special provision. If additional density data identifies unacceptable material, proceed as specified in CMM 8-15.11.
- (5) Exclusions such as shoulders and appurtenances shall be tested and recorded according to CMM 8-15. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3. No density incentive or disincentive will be applied to shoulders or appurtenances. Offsets will not be applied to nuclear density gauge readings for shoulders or appurtenances. Unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 8-15.11.
- (6) An HTCP-certified nuclear density technician (NUCDENSITYTEC-I) shall identify random locations and perform the testing for both the contractor and department. The responsible certified technician shall ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly, or at the completion of each lot.

#### 460.3.3.2.2 Density Determination by Cores

- (1) Core the pavement at one random location, determined by the engineer, per sublot. Each core location will represent the entire length and width of the sublot.
- (2) Under the direct observation of the engineer, cut 150 mm (6 inch) diameter cores. Prepare cores and determine density according to AASHTO T166 as modified in CMM 8-36.6.5. 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.
- (3) If a core is damaged at the time of coring, take a replacement core immediately and directly adjacent to the damaged core. If a core is damaged during transport, record it as damaged and notify the engineer immediately. Coring after traffic is on the pavement should be avoided.

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

# 460.3.3.3 Data Analysis for Density

- (1) The department will determine mixture density conformance and acceptability by analyzing test results, reviewing mixture data, and inspecting the completed pavement according to standard spec, this special provision, and accompanying Appendix A.
- (2) Nuclear density test data for each lot will be analyzed according to 460.3.3.3.1 to determine which dataset (QC or QV) will be used for PWL and pay adjustment calculation.
- (3) Core data for each lot will be used by the department for PWL and pay adjustment calculation.
- (4) Density resulting in a PWL value less than 50 or not meeting the requirements of 460.3.3.1 (any individual density test result falling more than 3.0 percent below the minimum required target maximum density as specified in standard spec Table 460-3) is unacceptable and may be subject to remove and replace at no additional cost to the department, at the discretion of the engineer.
  - Replacement may be conducted on a sublot basis. If an entire PWL sublot is removed and replaced, the test results of the newly placed material will replace the original data for the sublot.
  - ii. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test must be conducted and under such circumstances will be entered into the data analysis and pay determination.]
  - iii. If the engineer allows such material to remain in place, it will be paid for at 50% of the HMA Pavement contract unit price. The extent of unacceptable material will be addressed as specified in CMM 8-15.11. The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.
  - iv. Unacceptable material identified by core density will be removed and replaced or paid at 50% of the contract unit price on a sublot basis.

# 460.3.3.3.1 Analysis of Nuclear Density Data

- (2) As random density locations are paved, the nuclear density data will be recorded in the HMA PWL Production Spreadsheet for analysis in chronological order. The engineer, upon completion of the analysis lot, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. Analysis will use a set alpha value of 0.025.
  - If the F- and t-tests indicate variances and means compare, the QC and QV data sets are determined to be statistically similar and QC data will be used for PWL and pay adjustment calculations.
  - ii. If the F- and t-tests indicate variances or means do not compare, the QV data will be used for subsequent calculations.

# 460.3.3.3.2 Analysis of Core Density Data

(1) As random density locations are paved, the core data will be recorded in the HMA PWL Production Spreadsheet for analysis in chronological order. Each lot will contain core density data from a single HMA

mixture type placed over a specific underlying material. Upon the completion of each lot the core data will be used for PWL and pay adjustment calculations.

(2) The department reserves the right to verify the density of any core and the department's result may be used for PWL and pay adjustment calculations, at the discretion of the engineer.

#### **D** Measurement

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

### E Payment

Replace standard spec 460.5.2 HMA Pavement with the following:

#### 460.5.2 HMA Pavement

#### 460.5.2.1 General

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

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

# 460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL

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

#### PAY FACTOR FOR HMA PAVEMENT AIR VOIDS & DENSITY

 PERCENT WITHIN LIMITS
 PAYMENT FACTOR, PF

 (PWL)
 (percent of \$65/ton)

  $\geq$  90 to 100
 PF = ((PWL - 90) \* 0.4) + 100

  $\geq$  50 to < 90</td>
 (PWL \* 0.5) + 55

 <50</td>
 50%[1]

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

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

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

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

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

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

Parameter WP
Air Voids 0.5
Density 0.5

Individual Pay Factors for each air voids (PF<sub>air voids</sub>) and density (PF<sub>density</sub>) will be determined. PF<sub>air voids</sub> will be multiplied by the total tonnage placed (i.e., from truck tickets), and PF<sub>density</sub> will be multiplied by the calculated tonnage used to pave the mainline only (i.e., traffic lanes excluding shoulder) as determined according to Appendix A.

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

| ITEM NUMBER | DESCRIPTION                        | UNIT |
|-------------|------------------------------------|------|
| SPV.0055.01 | Incentive Density PWL HMA Pavement | DOL  |
| SPV.0055.02 | Incentive Air Voids HMA Pavement   | DOL  |

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

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

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

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

Note: PWL value determination is further detailed in the *Calculations* worksheet of the HMA PWL Production spreadsheet.

# 32. Appendix A.

# Test Methods & Sampling for HMA PWL QMP Projects.

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

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

# <u>WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip</u>

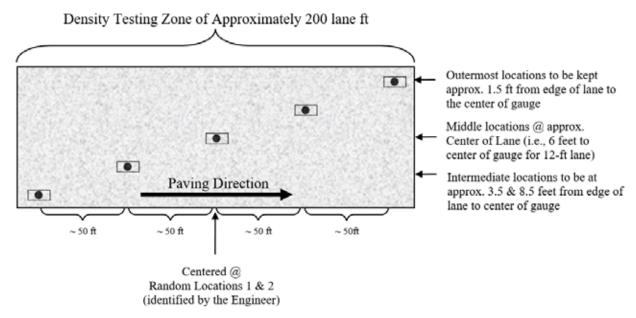


Figure 1: Nuclear/Core Correlation Location Layout

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

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

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

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

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



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

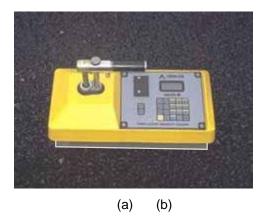




Figure 2: Nuclear gauge orientation for (a) 1st one-minute reading and (b) 2nd one-minute reading

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



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

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

Each core 150 mm (6 inches) in diameter will be taken at locations as identified in Figure 1. Each random core will be full thickness of the layer being placed. The contractor is responsible for thoroughly drying cores obtained from the mat according to ASTM D 7227 prior to using specimens for in-place density determination according to AASHTO T 166 as modified by CMM 8-36.6.5.

Cores must be taken before the pavement is open to traffic. Cores are cut under department/project staff observation. Relabel each core immediately after extruding or ensure that labels applied to pavement prior to cutting remain legible. The layer interface should also be marked immediately following extrusion. Cores should be cut at this interface, using a wet saw, to allow for density measurement of only the most

recently placed layer. Cores should be protected from excessive temperatures such as direct sunlight. Also, there should be department custody (both in transport and storage) for the cores until they are tested, whether that be immediately after the test strip or subsequent day if agreed upon between department and contractor. Use of concrete cylinder molds works well to transport cores. Cores should be placed upside down (flat surface to bottom of cylinder mold) in the molds, one core per mold, cylinder molds stored upright, and ideally transported in a cooler. Avoid any stacking of pavement cores.

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

# <u>WisDOT Test Method for HMA PWL QMP Density Determination for Main Production</u>

For mainline density determination beyond the test strip, typical sublot lengths are 1500 lane feet and lots typically consist of 5 sublots. Partial lots with less than three sublots remaining at the end of the project will be included in the previous lot, by the engineer. The PWL Density measurements do not include the shoulder and other appurtenances. Such areas are tested by the department and are not eligible for density incentive or disincentive.

# Determination by Nuclear Density Gauge

For mainline nuclear density determination, QC tests will be completed at 3 locations and QV tests will be completed at 1 location per sublot. The three QC testing locations will represent the outside, middle, and inside of the paving lane (i.e., the lane width will be divided into thirds as shown by the dashed longitudinal lines) and the entire length. Each QV testing location will represent the entire length and width of the sublot. Random numbers will be used to identify the specific transverse location within each third for QC and within the entire width for QV. Longitudinal locations within each sublot shall be determined with independent random numbers using the entire sublot length for both QC and QV. All nuclear density testing will be conducted according to the duration of test and gauge placement guidance in CMM 8-15. Figure 4 shows an example nuclear density testing layout for a 12-foot-wide lane.

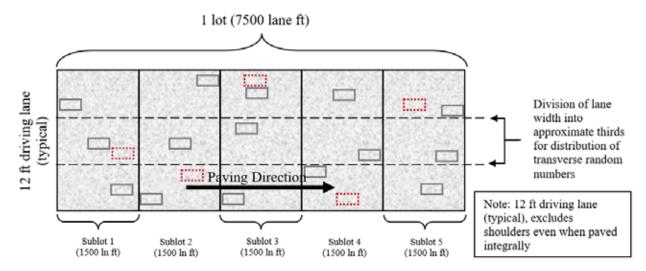


Figure 4: Example nuclear density locations for traffic lanes (QC=solid lines, QV=dashed)

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

Perform footprint testing at least once per day to ensure the QC and QV gauges are not drifting apart during a project. Footprint testing compares the density readings of two gauges at the same testing location and can be done at any randomly selected location on the project. Each gauge conducts 2 to 3 1-minute tests according to CMM 8-15 and the final results from each gauge are compared for the location. If the difference between the QC and QV gauges exceeds 1.0 pcf (0.7 percent) investigate the cause, check gauge moisture and density standards and perform a second footprint test. If the cause of the difference between gauge readings cannot be identified, the regional HMA Coordinator will use their gauge to investigate the situation with the QC and QV personnel, with the consultation of the RSO, to determine necessary actions. Both teams are encouraged to conduct footprint testing as often as they feel necessary.

# **Determination by Cores**

For mainline density determination by cores, collect one core per sublot. Each core is tested for density according to AASHTO T166 as modified in CMM 8-36.6.5. Each core location is determined by the engineer using random numbers and represents the entire length and width of the sublot. The contractor is responsible for all work related to coring, testing of the cores, and filling of the core holes according to the guidance provided in the *WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip* portion of this document. The engineer must maintain custody of the cores at all times during collection, transportation and testing. Figure 5 shows an example coring layout for a 12-foot-wide lane.

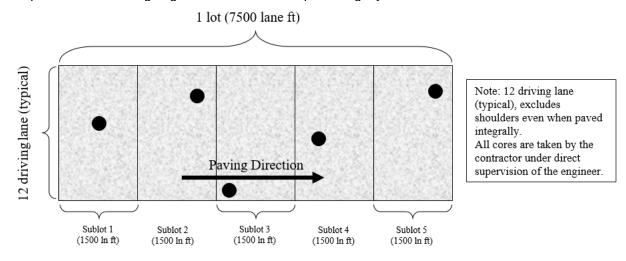


Figure 5: Example core density locations for traffic lanes (QC=solid lines, QV=dashed)

# Sampling for WisDOT HMA PWL QMP Production

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

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

### **Sampling Hot Mix Asphalt**

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

contractor must submit the random numbers for all mix sampling to the department before production begins.

# Example 1

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

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

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

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

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

It's intended that the plant operator not be advised ahead of time when samples are to be taken.

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

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

# Calculation of PWL Mainline Tonnage Example

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

#### Solution:

$$\frac{1500\,ft\,\times\,12\,ft}{9\,sf/sy}\,\times\,\frac{2\,in\,\times112\,lb/sy/in}{2000\,lb/ton}\,=\,224\,tons$$

#### 33. Pier Construction.

Determine the method of construction, and observe the following conditions:

- 1. If a cofferdam is used, build the cofferdam of non-erodable material.
- Concrete poured under water will be allowed; pour the concrete conforming to standard spec 502.3.5.3.
   Ensure that the forms are tight to prevent leakage of concrete into the stream. Treat all displaced water by filtration, settling basin, or other means sufficient to reduce the cement content before discharging the water into the stream.
- 3. Excavated material from the stream may be utilized in the fill slopes so long as it is covered with other suitable material to prevent it from eroding back into the stream.

stp-502-010 (20050502)

# 34. Ice Hot Weather Concreting, Item 501.1000.S.

Conform to standard spec 501.3.8.2 except the department will pay for ice at the contract unit price under the Ice Hot Weather Concreting bid item. This special provision only applies to work done under the following contract bid items:

Concrete Masonry Bridges Concrete Masonry Retaining Walls
Concrete Masonry Bridges HES Concrete Masonry Retaining Walls HES

Concrete Masonry Culverts Concrete Masonry Endwalls
Concrete Masonry Culverts HES Concrete Masonry Overlay Decks

High Performance Concrete (HPC) Masonry Structures

Replace standard spec 501.4 and 501.5 with the following:

### **501.4 Measurement**

(1) The department will measure Ice Hot Weather Concreting by the pound acceptably completed, measured only if the conditions prescribed in standard spec 501.3.8.2 are met.

#### 501.5 Payment

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

ITEM NUMBERDESCRIPTIONUNIT501.1000.SIce Hot Weather ConcretingLB

- (2) Payment for Ice Hot Weather Concreting is full compensation for ice used to cool concrete placed in hot weather as specified in standard spec 501.3.8.2.
- (3) The department will not pay directly for the concrete specified under this section. Concrete is incidental to the various bid items using it. Payment under those bid items includes providing all materials, including aggregates and associated aggregate source testing, cement, fly ash, slag, and admixtures; for preparing, transporting, storing, protecting and curing concrete; and for contractor requirements related to testing specified in standard spec 501.3.10.
- (4) If required to remove and replace any concrete damaged by lack of proper protection. Perform this work at no expense to the department.

stp-501-010 (20151210)

# 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.

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 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 NUMBERDESCRIPTIONUNIT505.0800.SBar Steel Reinforcement HS Stainless StructuresLB

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 NUMBER DESCRIPTION UNIT 611.8120.S Cover Plates Temporary EACH

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

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

# 37. Locating No-Passing Zones, Item 648.0100.

For this project, the spotting sight distance in areas with a 55 mph posted speed limit is 0.26 miles (1373 feet) and with a 30mph posted speed limit is 0.1 miles (528 feet) stp-648-005 (20060512)

# 38. Temporary Traffic Signals for Bridges (B-62-126, Spring Coulee Creek), Item 661.0100.01.

The following timing plan is required as a part of the installation. Timing is based on pre-timed operation. Signal timing is subject to change at pre-construction conference depending on the type of temporary signal that the contractor plans to use.

#### **SIGNAL SEQUENCE**

| INTERVAL | NB/EB | SB/WB | Seconds |
|----------|-------|-------|---------|
| 1        | G     | R     | 14      |
| 2        | Y     | R     | 5.5     |
| 3        | R     | R     | 23.3    |
| 4        | R     | G     | 14      |
| 5        | R     | Υ     | 5.5     |
| 6        | R     | R     | 23.3    |

Cycle Length = 85.7

Any changes to the timing plan need to be approved by Regional Traffic Engineer prior to being implemented in the field.

Contact Joe Schneider at least three business days prior to turning on temporary signals at (608) 789-5959.

# 39. Temporary Traffic Signals for Bridges (C-62-334), Item 661.0100.02.

The following timing plan is required as a part of the installation. Timing is based on pre-timed operation. Signal timing is subject to change at pre-construction conference depending on the type of temporary signal that the contractor plans to use.

#### **SIGNAL SEQUENCE**

| INTERVAL | NB/EB | SB/WB | Seconds |
|----------|-------|-------|---------|
| 1        | G     | R     | 14      |
| 2        | Υ     | R     | 5.5     |
| 3        | R     | R     | 15.5    |
| 4        | R     | G     | 14      |
| 5        | R     | Υ     | 5.5     |
| 6        | R     | R     | 15.5    |

Cycle Length = 70.0

Any changes to the timing plan need to be approved by Regional Traffic Engineer prior to being implemented in the field.

Contact Joe Schneider at least three business days prior to turning on temporary signals at (608) 789-5959.

40. 6" Gate Valve and Box, Item SPV.0060.01; 8" Gate Valve and Box, Item SPV.0060.02;

12" Gate Valve and Box, Item SPV.0060.03.

# **A Description**

This work shall consist of furnishing and installing gate valves and valve boxes.

#### **B** Materials

Gate valves are to be resilient-seated valves meeting the requirements of A.W.W.A. Standard C500 and shall be designed for 200 psi working pressure. The gate valves are to have mechanical joint end, conforming to ASTM A307 and A563 Carbon Steel bolts and nuts. Stem to be non-rising operating stem with "O" ring seals, and a 2-inch square operating nut, that opens left. An open indicating arrow, the manufacturer's name, pressure rating, size, and year of manufacture are to be cast on the body of the valve.

All valves are to be provided with vertical valve boxes, Buffalo type, with lid marked "WATER." Valve boxes are to be cast iron conforming to ASTM Designation A-48, Class 20, with a 5 1/4-inch diameter shaft and adjustable. The castings shall be thoroughly coated with a 1-mil minimum thickness bituminous coating. Valve boxes are to be provided with 7.5 feet of cover, except where greater depths are indicated on the profiles of the plans. Valve boxes are to be at least three pieces with sufficient adjustment to provide at least 6 inches of adjustment above and below grade. Install all extension sections in the middle of the box and not stacked on top.

Provide gate valve adapter with 1/2 inch rubber gasket installed between gate valve and gate valve adapter. The gate valve adapter shall be installed on the valve prior to placing bonnet section of valve box assembly, as manufactured by Adaptor, Inc., or approved equal.

Bolts and nuts shall be Cor-Blue T-Head or approved equal.

#### C Construction

Submit shop drawings to the engineer conforming to Section 105.2 prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

Set valves with stems vertical and plumb on subgrade material adequate to support valve assembly. Firmly support valve boxes and maintain them center and plumb over the wrench nut of the valve utilizing adaptor. Verify that box remains plumb and centered during backfill, with box cover adjusted to the final surface or at such other level as may be directed. Valve boxes that become shifted or filled during backfilling shall be entirely uncovered and reset.

#### **D** Measurement

The department will measure 6" Gate Valve and Box, 8" Gate Valve and Box, and 12" Gate Valve and Box by each, 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.0060.01 | 6" Gate Valve and Box  | EACH |
| SPV.0060.02 | 8" Gate Valve and Box  | EACH |
| SPV.0060.03 | 12" Gate Valve and Box | EACH |

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, for furnishing and installing gate valves, adjusting valve box height, for furnishing and installing bolts, nuts, and gaskets.

# 41. Fire Hydrant, Item SPV.0060.04.

# **A Description**

This special provision describes furnishing and installing new fire hydrant, connecting couplings, crushed rock, concrete base, and blocking, all as shown on the plans and as provided by these specifications.

#### **B** Materials

Fire hydrants are to meet the requirements of AWWA Standard C502. Hydrants shall be Waterous Pacer WB-67 or equal. The hydrants shall have two 2 1/2-inch hose connections and one 4-inch STORZ steamer connection. Hydrants shall have a 28-inch upper barrel section. Hydrants shall open left and be provided with a drain to operate only when the hydrant is closed. Hydrants will have a 6 inch mechanical joint hub, a 5 1/4-inch valve opening, an "O" ring stem seal, and 1 1/2-inch pentagon nut type nozzle cups complete with chains, and have minimum 8 feet of cover above the top of the hydrant lead pipe to finished boulevard surface. Hydrants shall be painted red and include permanent markings with manufacturer's name, year of manufacture, and bury depth.

Bolts and nuts shall be Cor-Blue T-Head or approved equal.

#### **C** Construction

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

Locate fire hydrants as directed by the engineer and place as shown on the details of the plans. Verify that subgrade material is adequate to support hydrant and place thrust block according to drawing details. Install and maintain hydrant in a plumb position with the nozzles parallel with or at right angles to the curb, with the pumper nozzle facing the curb. After each hydrant has been set, place around the base of the hydrant 1 cubic yard of 1 1/2-inch washed rock. Place two layers of 10 mil polyethylene over the rock to prevent backfill material from entering voids in the rock. Disinfect and test hydrants in conjunction with and as part of the mainline disinfection and testing process.

Plug hydrant drain hole if hydrant is located where depth to groundwater is less than 8 feet. Also label hydrant with tag stating "Pump After Use" and notify engineer.

#### **D** Measurement

The department will measure Fire Hydrant by 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.0060.04Fire HydrantEACH

Payment is full compensation for furnishing and placing all materials, including hydrant, crushed rock, concrete base and blocking.

- 42. 1" Curb Stop & Box, Item SPV.0060.05;
  - 2" Curb Stop & Box, Item SPV.0060.06.

# **A Description**

This special provision describes furnishing and installing water service curb stop valves and boxes all as shown on the plans, as further directed by the engineer in the field and as provided for by these specifications.

#### **B** Materials

Curb stops shall be Mueller H-15154 Mark II Oriseal, or approved equal. Curb stops will have copper service thread inlet and outlet.

Curb boxes will be Minneapolis pattern base made with cast iron conforming to ASTM Designation A-48 Class 20, have minimum 1 ½-inch inside diameter upper section, and be adjustable six inches up and down for 8.0 feet of cover. The castings shall be thoroughly coated with a 1-mil thickness bituminous coating. Bottom threads of curb box will match top threads of curb stop. Lid marked "WATER" with pentagon threaded brass plug.

## **C** Construction

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

Locate curb stop and box as shown on the plans. Verify that subgrade material is adequate to support the curb box assembly and install boxes plumb and centered over the tee head. Backfill to avoid displacement or bending of the curb box.

Install copper service pipe between corporation stops and curb stops with no joints or unions. Bury depth shall be 8 feet. Provide 1-foot of slack in the pipe to allow for settlement and movement.

Disinfect each curb stop by immersing it into a 50 parts per million chlorine solution.

Adjust box cover to required grade and key all curb stops after backfilling to ensure proper location.

#### **D** Measurement

The department will measure 1" Curb Stop & Box and 2" Curb Stop & Box by each, 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
 1" Curb Stop & Box
 EACH

 SPV.0060.06
 2" Curb Stop & Box
 EACH

Payment is full compensation for furnishing and placing all materials.

# 43. 1" Corporation, Item SPV.0060.07; 2" Corporation, Item SPV.0060.08.

# **A Description**

This special provision describes furnishing and installing water service corporation stops as shown on the plans, as further directed by the engineer in the field and as provided by these specifications.

# **B** Materials

Corporation stops are to be manufactured according to AWWA C800 and ASTM B62. Corporation stops shall be Mueller H-150000, Ford F600, or approved equal. The inlet shall have an AWWA taper thread. The outlet shall have a copper flare straight connection.

#### **C** Construction

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

Place a double wrap of Teflon tape on the corporation stop threads prior to installation in the main. Install corporation stops in the upper quadrant of the pipe. Provide watertight connection with approved tapping machine and install under main pressure.

Disinfect each corporation stop by immersing it into a 50 parts per million chlorine solution.

Install copper service pipe between corporation stops and curb stops with no joints or unions. Bury depth shall be 8 feet. Provide 1-foot of slack in the pipe to allow for settlement and movement.

Curb stop and box shall be installed at the location shown on the drawings. Verify that the subgrade material is adequate to support the curb box assembly. Install boxes plumb and centered over the tee head. Verify that box remains plumb and properly aligned during backfill. Adjust box cover to required grade. Key all curb stops after backfill to ensure proper operation.

The contractor shall record the location and size of each corporation stop on a record drawing. Corporation stop locations are to be measured from the closest valve. Submit record drawings to the Village of Stoddard upon completion of the water main portion of the project.

#### **D** Measurement

The department will measure 1" Corporation and 2" Corporation by each, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.071" CorporationEACHSPV.0060.082" CorporationEACH

Payment is full compensation for furnishing and placing all materials.

# 44. Connect to Exist Water Service, Item SPV.0060.09.

# **A Description**

This special provision describes connecting to existing water services as shown on the plans and provided by these specifications.

#### **B** Materials

Copper service pipe shall be connected to existing copper, galvanized pipe, or HDPE pipe with a mechanical compression coupling with stainless steel stiffener insert providing a seal and full pipe restraint. The coupling shall be MUELLER 110 Conductive Compression Connection Model H-15403 or approved equal.

#### **C** Construction

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

Contractor shall maintain continuous water service to customers located adjacent to the project at all times. Temporary above ground systems may be approved by the Village's engineer prior to installation in the form of shop drawings. Temporary systems shall consist of new, chlorinated main piping and service connections to each water customer.

Following the pressure test and bacteria safe test, the contractor shall connect the new water services in as direct alignment as possible to the existing water services. Before the excavation is backfilled, all service connections shall be inspected for leaks and acceptability. The contractor shall be responsible to leave all service connections exposed and contact the Village for inspection.

The contractor shall be responsible to locate the existing underground water services. The plans will supply the contractor with the approximate locations as available to the Owner. If the initial excavation for the location of existing building sewers and water services fails to uncover the existing services, the contractor, at his own expense, shall explore a distance of 6 feet in each direction, or a total of 12 feet, immediately in back of and parallel to the curb, or along the water main. If the existing building service or water service cannot be located within these limits and additional trenching is required, the contractor shall notify the Engineer.

# **D** Measurement

The department will measure Connect to Exist Water Service by each connection, acceptably completed.

#### **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.09
 Connect to Exist Water Service
 EACH

Payment is full compensation for locating existing service, cutting existing service, removing any plugs or pipe, maintaining continuous service, connecting to existing service, furnishing and placing all materials, including any required fittings.

# 45. Connect to Existing Water Main, 8-inch, Item SPV.0060.10.

## **A Description**

This special provision describes cutting into and connecting new water main to existing watermain as shown on the plans and as provided by these specifications.

#### **B** Materials

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

#### **C** Construction

Connecting to Existing Watermain shall conform to industry standards. Only representatives of the owner are permitted to operate valves on existing system. The contractor will give the owner at least 48-hour notice when it is necessary to take an existing water main out of service.

Disinfect all connection materials with a 50 parts per million chlorine solution.

Disruption of water service will be during a low usage period or when it is the least inconvenient to the user. The contractor will have all proper materials and equipment immediately on hand when a water main is taken out of service for connection.

Pressure Tap: Install in location shown on the drawings. Use approved tapping machine designed specifically for tapping under pressure. Install tapping sleeve and gate valve as part of assembly. Install blocking as required.

Cut-In Connection: Isolate segment of pipe to be cut and drain water from the line. Connect tee and sleeve assembly to pipe ends. Install blocking as required.

Connect to In-Place Fitting: Isolate segment of in-place pipe and remove blocking as required. Remove plug and drain water from the line. Install blocking as required.

Contractor shall verify the exact location, depth, size and material of the existing water main at connection points and shall notify the village engineer immediately of any discrepancies.

## **D** Measurement

The department will measure Connect to Existing Water Main, 8-inch by each connection, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.10Connect to Existing Water Main, 8-inchEACH

Payment is full compensation for locating and cutting existing watermain, removing any plugs or pipe, connecting to existing watermain, furnishing, placing all materials, including any required connecting sleeves and fittings, and backfilling.

# 46. Lower Water Main, Item SPV.0060.11.

## **A Description**

This special provision describes lowering the new water main to avoid conflicts as shown on the plans and as provided by these specifications.

## **B** Materials

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

# **C** Construction

Lowering Water Main shall conform to industry standards. Provide Fittings and thrust blocks as required to provide required clearance to obstructions and as shown on the plans. Watermain shall have a minimum of 18-inch clear distance from sanitary and storm sewer pipes.

# **D** Measurement

The department will measure Lower Water Main by each water main lowered, acceptably completed.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.11 Lower Water Main EACH

Payment is full compensation for fittings, pipe, furnishing and placing all materials, and backfilling.

# 47. Adjusting Existing Water Main Valve, Item SPV.0060.12.

## **A Description**

This special provision describes adjusting valve box heights according to standard specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, and as hereinafter provided.

## **B** Materials

Valve Boxes Extension: Cast Iron 5-1/4-inch screw type.

#### **C** Construction

Adjust the water valve box height by excavating around the existing valve box and rotating the top section to the new grade; backfilling to grade.

Add or remove midsections, as necessary, to make adjustments; allow for at least 6 inches of top section adjustment to remain.

Make valve adjustments in paved areas after the binder course has been laid; cut and remove the binder course to allow for the valve box top section to be adjusted to 1/8-inch to 1/4-inch below the finished asphalt elevation. Replace removed asphalt with hot mix asphalt of comparable grade to the binder course.

#### **D** Measurement

The department will measure Adjusting Water Main Valve by each adjustment, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.12Adjusting Water Main ValveEACH

Payment is full compensation for excavation, furnishing and installing all materials; backfilling; properly disposing of surplus material; cleaning up and restoring the site of work.

# 48. Sanitary Manholes, Type 1, Item SPV.0060.13.

#### **A Description**

This special provision describes furnishing and installing new sanitary sewer manholes and casting and connecting to sanitary sewer pipe, all as shown on the plans, according to standard spec 611 and as provided by these specifications.

#### **B** Materials

Precast concrete riser sections and appurtenant units (top and base slab, special sections, etc.) used in the construction of manholes will conform with the requirements of ASTM C478, subject to the following provisions.

Joints of riser sections are to be tongue and grove with internal and external joint seals. The internal joint sealant shall be in conformance with ASTM C-443. The external joint seals shall be Gator Wrap by Infi-shield, Inc. or approved equal. Top cone shall be eccentric. Inlet and outlet pipes will be joined to the structure with flexible, watertight rubber boot of the diameter, line, and grade indicated on the plan that allows differential settlement of the pipe and manhole to take place. Boots shall conform with ASTM C-923. Connecting pipes to structures with grouting only is not acceptable.

The steps shall be cast aluminum by Modern Metals Foundary (A-12) or polypropylene coated steel by MA Industries or approved equal.

Base sections of all structures will consist of monolithic base and bottom section of barrel. No joints will be allowed between base and bottom of barrel.

Sewer castings for sewer structures such as manhole frames and covers will conform to the requirements of ASTM A48 (gray iron castings). Lid-to-frame surfaces on round casting assemblies will be machine milled to provide true bearing around the entire circumference.

Manhole castings shall be Neenah R-1642 with non-rocking lids and two concealed pick holes, or approved equal. Manhole castings shall be furnished along with the proper amount of 2-inch concrete adjustment rings.

Tracer wire connections from sewer mains into manholes shall be at the top of the manhole.

#### **C** Construction

Construct sanitary manholes according to plan details and elevations.

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the materials required for this item. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications. Include a drawing of each structure showing it conforms to the plan details and elevations.

Provide trench excavation, foundations, and backfill according to the requirements as described under the item for sanitary sewer. Place precast manhole base on compacted granular subgrade.

All trench excavation and backfilling, backfill material, compaction, and minor dewatering shall be considered incidental.

Connect to sanitary sewer pipes. Any required coupling adaptors required will be included.

Locate steps within 1 inch of vertical alignment and within 1 inch of required vertical spacing. Maximum allowable deviation from staked and plan location is within 0.30 feet horizontal and 0.03 feet vertical.

Provide concrete adjusting rings according to plan details to establish required casting elevations. Set lowest adjusting ring on a full mortar bed for leveling after dry stacking rings to check proper grade. Adjust new sanitary sewer manhole castings to final grade between paving lifts according to manhole adjustment item.

Remove all dirt and foreign material from the structure interiors.

#### **D** Measurement

The department will measure Sanitary Manholes, Type 1 by each manhole, acceptably completed.

# **E Payment**

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.13Sanitary Manholes, Type 1EACH

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

# 49. Drop Section, Item SPV.0060.14.

# **A Description**

This special provision describes furnishing and installing new sanitary sewer drop sections, all as shown on the plans, according to standard spec 611 and as provided by these specifications.

# **B** Materials

Precast concrete sections used in the construction of manholes will conform with the requirements of ASTM C478, subject to the following provisions.

Joints of sections are to be tongue and grove with gasketed joints. The seals shall be by Infi-shield, Inc. or approved equal. Inlet pipes will be joined to the structure with flexible, watertight rubber boot of the

diameter, line, and grade indicated on the plan that allows differential settlement of the pipe and manhole to take place. Connecting pipes to structures with grouting only is not acceptable.

Tees and elbows shall be ductile iron and shall conform to the requirements of SPV.0085.01.

Drop tube and first 18 feet of incoming sanitary sewer shall be ductile iron and shall conform to the requirements of SPV.0090.02.

#### **C** Construction

Construct drop sections according to plan details and elevations.

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the materials required for this item. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications. Include a drawing of each structure showing it conforms to the plan details and elevations.

Provide trench excavation, foundations, and backfill according to the requirements as described under the item for sanitary sewer. Place precast manhole base on compacted granular subgrade.

All trench excavation and backfilling, backfill material, compaction, and minor dewatering shall be considered incidental.

Connect to sanitary sewer pipes. Any required coupling adaptors required will be included.

Remove all dirt and foreign material from the structure interiors.

#### **D** Measurement

The department will measure Drop Section by each drop location, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.14Drop SectionEACH

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

# 50. Wye, 8-Inch x 4-Inch, Item SPV.0060.15;

Wye, 10-Inch x 4-Inch, Item SPV.0060.16;

Wye, 10-Inch x 4-Inch (C900), Item SPV.0060.17;

Wye, 10-Inch x 6-Inch, Item SPV.0060.18;

Wye 10-Inch x 6-Inch (C900), Item SPV.0060.19.

## **A Description**

This special provision describes furnishing and installing new sanitary sewer sanitary service wye for connection between sewer main and sewer service pipe all as shown on the plans and provided by these specifications.

## **B** Materials

Service wyes shall conform to materials specifications for adjacent pipe components. Provide fittings and pipe of each material type from the same manufacturer.

# **C** Construction

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

The location and size of sanitary sewer services as shown on the plans are approximate. Actual locations and size may vary from what is shown.

Installation of pipe shall conform to ASTM D 2321. There shall be no mixing of different manufacturer's pipe or fittings on a project. Compact haunching area to specified density required by ASTM D2321.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Install gaskets and forms according to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

Trench Excavation Requirements shall conform to specifications listed within Sanitary Sewer special provisions.

All trench excavation and backfilling, including backfill material, compaction, and dewatering shall be considered incidental. All work shall be done by open trench excavation.

Record the location, size, length, and number of bends on services on a record drawing. Measure service locations from the closest downstream manhole. Submit sanitary record drawings to the engineer and Utility upon completion of the sanitary portion of the project.

Reconnect services to the existing sewer and adjusting service without damage to the pipe. Proper watertight joints must be made.

#### **D** Measurement

The department will measure Wye, 8-inch by 4-inch, Wye, 10-inch by 4-inch, Wye, 10-inch by 4-inch (C900), Wye, 10-inch by 6-inch, and Wye, 10-inch by 6-inch (C900) by each, 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.0060.15 | Wye, 8-Inch x 4-Inch         | EACH |
| SPV.0060.16 | Wye, 10-Inch x 4-Inch        | EACH |
| SPV.0060.17 | Wye, 10-Inch x 4-Inch (C900) | EACH |
| SPV.0060.18 | Wye, 10-Inch x 6-Inch        | EACH |
| SPV.0060.19 | Wye, 10-Inch x 6-Inch (C900) | EACH |

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

# 51. Connect to Existing Sanitary Sewer Service, 4-Inch, Item SPV.0060.20; Connect to Existing Sanitary Sewer Service, 6-Inch, Item SPV.0060.21.

# **A Description**

This special provision describes connecting to existing sanitary services as shown on the plans and provided by these specifications.

# **B** Materials

Use materials consistent with the Sanitary Sewer and Sanitary Service sections of these specifications.

Furnish Fernco Series Coupling meeting the following standards ASTM D5926, SSTM C1173, and CSA B602, or approved equal.

#### **C** Construction

All building sewers shall be installed according to the Wisconsin Administrative Code and all local plumbing codes and regulations.

Install the sanitary sewer transition coupling according to Fernco standard specifications and product quality. The Village engineer will approve coupling installation.

Contractor shall verify the exact location, depth, size and material of the existing sanitary sewer service at connection points and shall notify the Village engineer immediately of any discrepancies.

#### **D** Measurement

The department will measure Connect to Existing Sanitary Sewer Service, 4-inch and Connect to Existing Sanitary Sewer Service, 6-inch by each connection, acceptably completed.

## **E** Payment

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

| ITEM NUMBER | DESCRIPTION                                     | UNIT |
|-------------|---|------|
| SPV.0060.20 | Connect to Exist Sanitary Sewer Service, 4-Inch | EACH |
| SPV.0060.21 | Connect to Exist Sanitary Sewer Service, 6-Inch | EACH |

Payment is full compensation for locating and cutting existing sanitary service, removing any plugs or pipe, and connecting to existing sanitary service.

# 52. Connect to Existing Sanitary Sewer, Item SPV.0060.22.

# **A Description**

This special provision describes connecting existing sanitary sewers to new sanitary sewers at the locations shown on the plans and provided for by these specifications.

#### **B** Materials

Provide materials consistent with Sanitary Sewer items and all appropriate fittings and adaptors.

Furnish Fernco Series Coupling meeting the following standards: ASTM D5926, SSTM C1173, and CSA B602, or approved equal.

#### **C** Construction

When connecting a new sewer pipe to an existing sewer pipe, cut the ends of the existing sanitary sewer and connect to new sewer with pipe coupling adapters made specifically for such reconnections. Keep a record of all such connections, locations, and materials used.

Install the sanitary sewer transition coupling according to Fernco standard specifications and product quality. The Village engineer will approve coupling installation.

Contractor shall verify the exact location, depth, size and material of the existing sanitary sewer at connection points and shall notify the Village engineer immediately of any discrepancies.

#### **D** Measurement

The department will measure Connect to Existing Sanitary Sewer by each connection, acceptably completed.

# **E Payment**

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

| ITEM NUMBER | DESCRIPTION                        | UNIT |
|-------------|------------------------------------|------|
| SPV.0060.22 | Connect to Existing Sanitary Sewer | EACH |

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

# 53. Sanitary Plug, 10-inch, Item SPV.0060.23.

#### **A Description**

This special provision describes capping a sewer main for future extension.

#### **B** Materials

Plugs shall conform to materials specifications for adjacent pipe components. Provide fittings and pipe of each material type from the same manufacturer.

### **C** Construction

Install plug and mark ends with 2 by 4 extending from the plug to a point 2 feet above grade and painted green.

#### **D** Measurement

The department will measure Sanitary Plug, 10-inch by each plug, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.23Sanitary Plug, 10-inchEACH

Payment is full compensation for excavation, furnishing and installing all materials; backfilling; properly disposing of surplus material; cleaning up and restoring the site of work.

# 54. Sanitary Clean Out, Item SPV.0060.24.

# **A Description**

This special provision describes furnishing and installing new sanitary sewer service cleanout, as shown on the plans and as provided by these specifications.

#### **B** Materials

Provide materials consistent with Sanitary Sewer items and all appropriate fittings and adaptors.

Clean Out castings shall be Bingham & Taylor BT1975LS, Neenah R-1976, or approved equal.

#### **C** Construction

Construct Clean Outs according to plan details and elevations.

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the materials required for this item. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

All trench excavation and backfilling, backfill material, compaction, and minor dewatering shall be considered incidental.

# **D** Measurement

The department will measure Sanitary Clean Out by the each clean out location, acceptably completed.

#### **E Payment**

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.24Sanitary Clean OutEACH

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

# 55. Adjusting Manhole Covers, Item SPV.0060.25.

# **A Description**

This special provision describes adjusting manhole covers to finished grade.

# **B** Materials

Furnish 1 1/4-inch base aggregate dense conforming to standard spec 305.2. Furnish concrete conforming to standard spec 415.2. Furnish bar steel reinforcement conforming to standard spec 505.2.2.

## **C** Construction

Contractor shall record the center of manholes after installation. Contractor shall plate and pave over manholes. After surface course of asphalt has been installed, contractor shall use a 4 foot diameter roadway coring bit to remove new asphalt and crushed aggregate to expose and remove the plate. Once removals are complete, contractor shall adjust manhole casting to finish grade, place and mechanically

compact base aggregate dense (depth as needed) and install 8-inch concrete with two #4 reinforcement steel hoops (36-inch diameter, 2-inch clear).

#### **D** Measurement

The department will measure adjusting manhole covers by each cover adjusted, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.25Adjusting Manhole CoversEACH

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

# 56. Underwater Substructure Inspection B-62-124, Item SPV.0060.26.

# **A Description**

This special provision describes providing underwater inspections of the substructure seal(s), footing(s) or shaft(s).

## B (Vacant)

# **C** Construction

After placement of Concrete Masonry Bridges or Concrete Masonry Seal for the substructure and as soon as practicable after removal of the forms, provide a diver who, under the direction of the engineer, will report the characteristics and quality of the concrete placed below water level to ensure that the concrete masonry has been properly formed and placed.

Provide a video monitor and video camera, along with two-way audio communications with the diver during the inspection and record the video and audio.

Correct all deficiencies in the concrete and repeat the inspections until all deficiencies are corrected.

#### **D** Measurement

The department will measure Underwater Substructure Inspection B-62-124 once for each individual unit acceptably completed. The entire pier or abutment substructure location is considered a unit. Multiple underwater inspections at the same substructure location to correct concrete deficiencies will not be measured.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.26Underwater Substructure Inspection B-62-124EACH

Payment for Underwater Substructure Inspection B-62-124 is full compensation for all diving inspections and reporting; and for supplying video and two-way audio communications equipment and recorded electronic video and audio files. Payment for correcting deficiencies in the placed concrete will be included at no extra cost to the project.

# 57. Sprayed Asphaltic Surface Treatment, Item SPV.0070.01.

# **A Description**

This special provision describes spraying of asphaltic material onto aggregate shoulders around guardrail installations to control and prevent erosion.

#### **B** Materials

Furnish asphaltic material that is according to the pertinent requirements of standard spec 604.2.

#### **C** Construction

Apply the asphaltic material uniformly over the surface of the aggregate shoulder at a rate sufficient to thoroughly coat surface or as engineer directs. Assume a starting application rate of 0.35 gal/sy. Avoid excessive application of asphaltic material and exercise care to repent material run-off. Do not apply before impending rains.

#### **D** Measurement

The department will measure Sprayed Asphaltic Surface Treatment by the gallon acceptably placed according to standard spec 455.4.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0070.01Sprayed Asphaltic Shoulder TreatmentGAL

Payment is full compensation for providing, handling, heating, and applying asphaltic material and for maintaining completed work.

# 58. Water Main Fittings, Item SPV.0085.01.

# **A Description**

This special provision describes furnishing and installing water main fittings, all as shown on the plans and as provided by these specifications.

#### **B** Materials

Fittings - All water pipe fittings shall be cast iron or ductile iron conforming to the requirements of AWWA C-153 with conductive devices as specified for ductile iron pipe. All water main fittings shall have a cement mortar lining according to the requirements of AWWA C-104. Fittings shall be furnished with a working pressure of 150 PSI.

Thrust Restraint - Install thrust restraints at all bends, tees and plugs.

Concrete Blocking - Place between the fitting and undisturbed trench wall. Minimum thickness: 12 inches. Minimum area in square feet shall be according to the following:

| Pipe    | Tee<br>or Plug | 1/4 Bend | 1/32 and 1/8 Bend | 1/16 Bend |
|---------|----------------|----------|-------------------|-----------|
| 6-inch  | 2.9            | 3.1      | 1.6               | 0.8       |
| 8-inch  | 3.7            | 5.3      | 2.9               | 1.4       |
| 10-inch | 5.7            | 8.1      | 4.4               | 2.2       |
| 12-inch | 8.1            | 13.4     | 6.6               | 3.2       |
| 16-inch | 15.1           | 21.4     | 11.6              | 5.9       |
| 20-inch | 23.2           | 30.2     | 18.1              | 9.3       |
| 24-inch | 33.6           | 48.5     | 26.1              | 13.3      |

Size blocking based on the larger main. Verify that bolts are accessible after concrete is poured. Bolts and nuts shall be Cor-Blue T-Head or approved equal.

#### **C** Construction

Comply with construction requirements for adjacent water main items.

#### **D** Measurement

The department will measure Fittings by the pound, acceptably installed. No measurement will be made of glands, gaskets, rods, bolts, nuts and other accessories.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0085.01Water Main FittingsLB

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

59. Ductile Iron Watermain, 6-Inch, Item SPV.0090.01; Ductile Iron Watermain, 8-Inch, Item SPV.0090.02; Ductile Iron Watermain, 12-Inch, Item SPV.0090.03.

# **A Description**

This special provision describes excavating required trenches, furnishing and installing watermains and backfilling the trenches.

#### **B** Materials

General - Water main shall be cement-lined ductile iron pipe Class 52 per AWWA C151 or ANSI A21.51. All pipe shall be new, unused material. Ductile iron pipe shall consist of pipe centrifugally cast in metal or sand-lined molds having bell and spigot ends designed for a rubber gasket push-on joint. Pipe wall shall be homogeneous from inside to outside and shall be completely free of laminations, blisters, or other imperfections.

Water main pipe shall have a cement mortar lining and internal and external bituminous coats according to Section 51.8 if AWWA C-151. The bituminous coating shall be applied over the cement lining on the inside of the pipe and a bituminous seal coat shall be applied on the exterior of all pipe fittings. The coating shall be smooth, tough and tenacious and impervious to water without any tendency to scale off and shall not be brittle.

Each pipe shall have the weight, class, or nominal thickness and casting period conspicuously painted on it. The manufacturer's mark, the year in which the pipe was produced, and the letters "D.I." or the word "DUCTILE" shall be cast or stamped on the pipe. All cast marks and required markings shall be on or near the bell

Pipe Joints - Joints shall be push-on. Provide joint conductivity utilizing copper jumpers; minimum 1/16-inch by 1/2-inch wide flat copper strip, or annealed round copper wire conforming to ASTM B152, Type DHP. Nuts and bolts to be silicon bronze. These joints shall be equal to Clow Cable Bond or U.S. Pipe Company ElectroBond conductivity strips. Metal wedges or lead-tipped gaskets will not be permitted.

Gaskets - Unless otherwise specified, all rubber gaskets shall conform to A.W.W.A. C-111 or A.N.S.I. 21.11 for Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

Encasement shall be polyethylene wrap not less than 8 mils thick. Tape shall be as per polyethylene wrap manufacturer.

#### **C** Construction

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

Manipulation of existing valves required in order to construct work shall be performed by the Village of Stoddard Water Department only. Contact the utility at least 48 hours in advance to coordinate and schedule any required valve manipulation.

Where water main is being replaced, removal of existing water main shall be considered incidental to the work.

Inspect water main for defects before placing in trench. Lay pipe to the required alignment and grade. Unless otherwise required, pipe shall be laid with the bell ends facing the direction of laying. Locate

hydrants, valves, and fittings according to plans. Remove all foreign matter from the inside of the pipe before installation. If, in the opinion of the engineer, the water pipes are not sufficiently protected or clean, they shall be swabbed and cleaned as directed by the engineer.

After the trench has been excavated, a layer of bedding material shall be spread over the bottom of the trench at a minimum depth of four (4) inches. The pipe can be installed and jointed with a uniform support from the bedded material. The bedding material shall be brought up to a level even with the spring line of the pipe and carefully compacted as directed by the engineer. All trench excavation and backfilling, including backfill material, compaction, and minor dewatering shall be considered incidental.

Provide a minimum of 8 feet of cover over the pipe. Greater depths of cover over pipe may be necessary to clear other utilities or provide for future finished grade above pipe. Laying pipe at greater depths than 8 feet shall be considered incidental. Cover material shall be placed after the pipe has been properly bedded and jointed. Placement of cover material shall be by hand or equally careful means, so as to avoid jarring or pushing the pipe and to assure that no large stones or foreign materials are allowed to come into contact with the pipe. Cover material shall extend approximately one foot above the top of the pipe and shall be carefully and uniformly compacted to 90 percent of the modified proctor density. Following the proper placement of the cover material the trench can be backfilled.

Construct the pipe under the conflicting sewer, where water pipe is in direct conflict with sewers. Provide a minimum 18 inch space when the water main crosses beneath the sewer. Provide a minimum 6 inch space when the water main crosses above the sewer.

Water main paralleling sanitary sewers shall be laid at least 8 feet horizontally from a sanitary sewer.

All water mains, fittings, gate valves and hydrants shall be encased. Minimum overlap shall be 1 foot. Ends of tubing shall be secured using three complete turns of tape. Overlaps shall be separately secured. Flat sheets shall be used for gate valves and hydrants and shall extend to 1 foot below the surface.

No pipe shall be laid in water or on unsuitable foundation bedding except by permission of the engineer.

Perform the following test upon completion of the water main construction and prior to any external service connections. Prior to performing any testing, the newly installed main shall be thoroughly flushed to remove all debris and foreign materials. Flushing shall be done by the contractor upon notification of the engineer and shall be scheduled during periods of low demand. Flushing will take place as soon as possible following the installation of water main. Flushing shall be metered to record water loss

Perform a pressure and leakage test on new water main according to the following test procedure according to AWWA C600:

Test Pressure: 150 psi. Test Duration: 2 hours.

Test with valves open to include all stubs and DIP service laterals. When hydrants are in the test section, the test shall be made against closed hydrant valves. Contractor is responsible for removal of air from dead ends by installing taps or corporation stops at locations as approved by engineer and owner. Upon completion of testing, corporation stops shall be removed and plugged or left in place at the direction of engineer and owner.

Gage requirements include: 4-1/2-inch dial size, 0 to 200 psi range, 2 psi gradation, 1/2 percent accuracy.

Do not allow pressure to vary more than 5 psi during the test. Do not allow pressure to vary more than 2 psi during the last hour of the test. Maximum length of main to be covered in any one test shall be 1400 feet.

Allowable Leakage is determined by the following formula:

Allowable Leakage (GPH) =  $S \times D \times P / 133,200$ 

in which S = Length of pipe to be tested (Feet)

D = Nominal diameter of pipe (Inches)

P = Square root of the test pressure

at 150 PSI, P = 12.25 Pressure Test

Should any test section fail to meet the leakage test, the contractor shall immediately make the necessary repairs to the water main at his own expense. All visible leaks are to be repaired, regardless of the amount of leakage.

Should the pressure test fail when pressure testing against an existing valve the contractor may replace the valve under the following conditions:

- 1. The contractor has investigated all possible sources of leaking. The Engineer shall then make the determination that the existing valve should be replaced.
- 2. After the replacement of the valve, a pressure/leak test shall be completed and listed below will be the type of compensation that the contractor shall receive:
- 3. If the pressure/leak test fails after a new valve has been installed, the contractor shall further investigate the possible source of the leak and make any necessary corrections. No compensation shall be made to the contractor for removal and replacement of the existing valve and box if the existing valve was not the cause of the leak.
- 4. If the pressure leak test passes after the replacement of the existing valve, the contractor shall be compensated for the removal and replacement of the valve and box on a per each basis. Remove and Replace Valve and Box shall be measured and paid for per each for the size installed, and shall be full compensation for excavation, backfilling, furnishing, installing, labor and incidentals necessary to complete the work.

The contractor will not be compensated for investigating for leakage at joints, fittings, or services even if the existing valve is faulty and is replaced.

Perform Electrical Conductivity Test:

Perform a conductivity test within one week after completion of pressure testing of the main on all iron pipe water mains to establish that electrical thawing may be carried out in the future.

Perform test after back-filling is completed and while line is at normal operating pressure. Test Current: 350 amperes DC. Test Duration: 5 minutes.

Test between hydrants in segments of convenient length.

Furnish DC current source, cable and all required equipment of adequate capaVillage to accomplish the test. Clamp cables to hydrant flange bolts. Conduct test with hydrant in the open position and caps on. Measure current continuously throughout the test with a DC ammeter hooked on a cable lead. Start test at minimum current level and increase to test level. Drain hydrant and tighten caps after test.

Failure of a segment shall be determined by current measurements that are insufficient, intermittent or unsteady. If failure occurs, isolate and correct defective contact points as indicated by failed tests. Retest failed segments after correction.

Bacteriological Tests and Disinfection of New Ductile Iron Pipe Water Mains and Water Services:

All water distribution system or extension to existing system or any valved section of such extension, or replacement, shall be disinfected prior to placing same in service. Disinfection of water main shall be done according to AWWA Standard C651.

Disinfection shall be by continuous feed method according to AWWA C651. The point of application of the chlorine shall be at the beginning of the new main near the supply source. The contractor shall furnish a corporation stop at a location approved by the Engineer.

As part of the process, all new hydrants shall be thoroughly disinfected. Hydrants shall be fully opened and filled to the nozzle outlets with disinfectant. Upon completion of the continuous feed process, nozzle caps shall be replaced, and the hydrant will remain full for 24 hours until sampling.

The contractor shall prepare a solution of 1 percent chlorine for application. The solution requires 1 pound of high-test calcium hypochlorite (HTH) in 8 gallons of water. Water from the existing supply system or other approved supply source shall be made to flow at a constant rate into the new water main. In addition, chlorine shall be fed into the new main at a constant rate. The dose of chlorine shall produce a mixture of not less than 25 mg/l free chlorine.

The following table shows the application of chlorine required for every 100 feet of pipe:

| CHLORINE REQUIRED TO PRODUCE 25-MG/L<br>CONCENTRATION IN 100 FT. OF PIPE BY DIAMETER |       |      |  |
|--|-------|------|--|
| Pipe Diameter 100% Chlorine – 1% Chlorine Inches Pound Solution Gal.                 |       |      |  |
| 4  | 0.013 | 0.16 |  |
| 6  | 0.030 | 0.36 |  |

| 8  | 0.054 | 0.65 |
|----|-------|------|
| 10 | 0.085 | 1.02 |
| 12 | 0.120 | 1.44 |
| 16 | 0.217 | 2.60 |

After an adequate period of time for the disinfection process, the contractor shall flush the main of the disinfection chemicals. The contractor shall be responsible for all costs associated with flushing activities, including labor, supply of hose for disposal means, etc. Upon proper notification of the village by the contractor, the village will sample the water for bacteria. Samples shall be collected from each section of new main as well as each branch. In cases of mains exceeding 1,200-feet in length, samples may be required to be collected along the length of line as well as at the end.

When necessary for sampling, the contractor shall furnish a corporation stop and sufficient water service pipe for sampling at a location approved by the engineer. Installation of this corporation stop, and water service pipe shall be incidental to water main construction.

The water main shall be sampled daily until two consecutive samples pass the standard bacteriological test, at which time the contractor shall be notified, and the main may be put in service. The water utility will take all necessary samples of the water and provide any sampling supplies necessary to take these samples. The cost for sampling shall be submitted to the contractor, and the contractor shall reimburse the Village for such costs. The reimbursement of this cost shall be considered incidental to the unit price bid for water main. Re-chlorinate if any sample tests positive for coliform.

All water main pipe must pass a locating test, in the presence of the engineer, prior to acceptance of respective pipe installation. All equipment necessary to perform the test shall be provided by the contractor.

#### **D** Measurement

The department will measure Ductile Iron Watermain 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 | Ductile Iron Watermain, 6-Inch  | LF   |
| SPV.0090.02 | Ductile Iron Watermain, 8-Inch  | LF   |
| SPV.0090.03 | Ductile Iron Watermain, 12-Inch | LF   |

Payment is full compensation for all excavating, backfilling, dewatering, sheeting, shoring, removing existing watermain, for furnishing and installing watermain, pipe joints, encasement, bedding material, initial backfill, and all test procedures.

# 60. Water Service, 1-Inch, Item SPV.0090.04; Water Service, 2-Inch, Item SPV.0090.05.

# **A Description**

This special provision describes furnishing and installing new water service pipe for connection between water main the property line as shown on the plans and provided by these specifications.

#### **B** Materials

Water Service shall be Type "K" of annealed seamless copper tubing according to ASTM B88 and AWWA C800.

Encasement shall be polyethylene wrap not less than 8 mils thick. Tape shall be as per polyethylene wrap manufacturer.

# **C** Construction

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

All building sewers and water services shall be installed according to the Wisconsin Administrative Code and all local plumbing codes and regulations. All water main taps for corporation stops shall be made under pressure. No water service shall be connected to a potable outlet until the water main has passed the bacteria-safe test.

Building services may be placed in a common trench if installed concurrently. If not installed concurrently, a minimum 8-foot horizontal separation must be maintained between the water service and building sewers. A minimum of 12 inches vertical and 18 inches horizontal shall separate the water service from a sanitary service.

Install copper water service laterals without any coupling or joint from corporation stop to curb stop.

Directly tap the corporation stop into ductile iron main.

All water laterals, curb stops, and curb boxes shall be encased. Minimum overlap shall be 1 foot. Ends of tubing shall be secured using three complete turns of tape. Overlaps shall be separately secured. Flat sheets shall be used for curb stops and shall extend to 1 foot below the surface.

All service trenches shall be backfilled with an approved backfill material and shall be compacted in 2-foot lifts to 95 percent of the modified proctor density.

All new water service curb stops shall be located as shown on the plans and details or as directed by the Engineer.

All service pipe must pass a locating test, in the presence of the engineer, prior to acceptance of respective pipe installation. All equipment necessary to perform the test shall be provided by the contractor.

#### **D** Measurement

The department will measure Water Service, 1-inch and Water Service, 2-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.0090.04 | Water Service, 1-Inch | LF   |
| SPV.0090.05 | Water Service, 2-Inch | LF   |

Payment is full compensation for all excavating, backfilling, dewatering, sheeting, shoring, for furnishing and installing service pipe, encasement, bedding material, initial backfill, and all test procedures.

# 61. Sanitary Sewer, 8-inch, Item SPV.0090.06;

Sanitary Sewer, 8-inch (C900), Item SPV.0090.07;

Sanitary Sewer, 10-inch, Item SPV.0090.08;

Sanitary Sewer, 10-inch (C900), Item SPV.0090.09.

## **A Description**

This special provision describes furnishing and installing new sanitary sewer main piping all as shown on the plans and provided by these specifications.

#### **B** Materials

Pipes shall conform to the following, with all related materials provided from the same manufacturer:

| Description    | Class or Type                | Specification | Joint                                |
|----------------|------------------------------|---------------|--------------------------------------|
| PVC Sewer Pipe | SDR 35                       | ASTM D3034    | Rubber Gasket or<br>Solvent Cemented |
| PVC C900 Pipe  | Pressure Class 235,<br>DR 18 | AWWA C900     | Push-on                              |

Transition coupling shall be Frenco Series 1002 or 1056, as appropriate, according to ASTM D5926, or approved equal.

PVC pipe and fittings furnished under the classification shall meet the requirements for Type PSM Polyvinyl Chloride Sewer Pipe and Fittings as set forth in ASTM Designation D-3034 including the detailed requirements of Sections 2700.2.7 together with the following detailed requirements which shall govern where they alter the ASTM Standards.

Each length of pipe shall bear the name or trademark of the manufacturer. Each length shall likewise be marked to designate the class, wall thickness designation or strength of the pipe. The markings shall be made on the exterior or interior of the pipe barrel and shall be plainly visible.

Fittings such as saddles, elbows, tees, wyes, and others shall be of material and construction corresponding to and have a joint design compatible with the adjacent pipe. Approved adapters shall be provided for transitions to other types of pipe. Fittings shall be molded.

Either solvent cement or rubber gasket joints may be used individually but not in combination with each other on the same joint.

Locating (tracer) wire shall be #12 solid copper with "HMWPE" 30 mil insulation. Insulation for sanitary sewer applications shall be green. To minimize splices, wire shall be supplied on spools of not less than 500 feet.

#### **C** Construction

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

During the unloading process, all pipe and accessories shall be inspected by the contractor. Notify the engineer of all material found defective. The engineer will inspect the material and have the right to reject any materials found unsatisfactory. Promptly remove all rejected material from the job site.

Removal of existing facilities, trench excavation and backfill and restoration shall be according to the provisions of these specifications.

Lay and maintain all pipe to the lines and grades shown on the plans. Set pipe grades with a pipe laser.

Provide pipe of the material and size shown on the plans for the location.

Water mains crossing beneath sanitary or storm sewer mains or services shall be laid to provide a minimum separation of 18 inches between the top of the water main and the bottom of the sewer. When water mains pass above a sewer a minimum separation of 6 inches shall be provided.

Separate sewers and manholes at least 8 feet horizontally from any water main.

When connecting to existing sewers, give the Municipal Utilities department 48-hour notice prior to taking a sewer out of service. The contractor shall have approval from the Utility and engineer prior to taking the sewer out of service. Disruption of service shall be during the time of day when the least inconvenience will be caused to the owner and kept to a minimum amount of time.

No pipe shall be laid in water or when the trench conditions are unsuitable for such work.

Removal and disposal of existing sanitary sewer, regardless of size or pipe material, shall be considered incidental to the work. Clay pipe may be crushed in place if remaining pieces are smaller than 3 inches. Keep clay pipe pieces away from new pipe.

Before lowering pipe into the trench and while suspended, the pipe shall be inspected for defects. Any defective, damaged, or unsound pipe shall be rejected and removed from the site.

Installation of pipe shall conform to ASTM D2321. Adequate manhole water stops must be provided to prevent infiltration into the sewer system. There shall be no mixing of different manufacturer's pipe or fittings on a project.

Remove all foreign matter from the inside of the pipe before lowered into its position in the trench. Keep pipe clean by approved means during and after laying. Provide temporary plug in the end of incomplete piping at the end of day and when work stops.

Pipe laying shall proceed from the lowest end of the grade and bell ends of the pipe shall face upgrade. Provide watertight plugs at end of stubs installed for future connections. Maximum deviation from staked or plan grade shall be no more than 0.30 feet horizontal and grade slope variation of 0.02 percent.

Pipe shall be laid on solid subgrade material shaped to the contour of the pipe. All pipes shall be laid with ends abutting and true to line and grade. Pipe, which has in any way been disturbed or does not conform

to said line and grade before final acceptance, shall be removed and relaid by the contractor at the contractor's expense.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Place plug in end of incomplete piping at end of day and when Work stops. Provide watertight plugs at future connection plugs. When water is present in trench, seals are to remain in-place while trench is pumped completely dry.

Installation shall conform to ASTM D2321. Compact haunching area to specified density required by ASTM D2321.

Install gaskets and forms according to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

Maintain sanitary sewer flow at all times during construction. Maintaining sanitary sewer flow shall be considered incidental.

#### Trench Excavation Requirements:

#### Alignment and Grade:

Excavate trench to alignment and grade as staked.

Excavate no more than 100 feet in advance of pipe laying operation.

# Trench Width at Pipe Zone:

Center trench on pipe alignment.

Minimum Width: Pipe O.D. plus 12 inches.

Maximum Width: Pipe O.D. plus 24 inches (except rock excavation).

## **Excavated Materials:**

Use stable material for backfill.

Waste unstable material as directed.

Do not place materials on sidewalk, driveways, or drainageways.

# Drainage:

Provide drainage excavations when required.

Drain trench water into natural channels or storm sewer.

Do not drain trench water into sanitary sewer.

# Rock Excavation:

Blasting shall conform to all local and state ordinances.

Submit blasting schedule for approval.

Minimum trench width: 36 inches.

Provide minimum 6-inch vertical clearance between pipe and rock trench bottom.

Provide minimum 12-inch horizontal clearance between pipe and rock trench walls.

Provide pipe foundation material for pipe in rock trenches.

# Pipe Foundations:

Engineer to determine stability of the trench bottom.

## Stable trench bottom:

Shape trench bottom to conform to bottom half of pipe.

Excavate bell holes to permit proper jointing.

#### Unstable trench bottom:

Excavate below pipe grade to specified depth.

Refill with specified foundation material according to plan detail and the special provisions for Backfill Coarse Aggregate No. 2.

Contractor shall receive compensation for Backfill Coarse Aggregate only for bedding pipe. Aggregate volume will be calculated as the pipe diameter plus 2 feet multiplied by the pipe length and a maximum depth of 12 inches. Aggregate used to stabilize trench walls, install dewatering equipment, or provide stable foundation outside of the pipe zone shall not be measured. Excess Aggregate used because of insufficient dewatering shall not be measured.

#### Trench Backfill Requirements:

#### Pipe Zone:

Use native or specified foundation material free of rocks and other unsuitable debris.

Deposit material uniformly on both sides of pipe throughout entire trench width.

Place material in 6-inch lifts and mechanically compact.

Above Pipe Zone:

Use native materials free of debris and rock, concrete or clay lumps with a volume greater than 1/3 cubic foot.

Place in uniform lifts no more than 1 foot thick.

Mechanically compact each lift of the upper 3 feet of the trench to a Standard Proctor. Density of 100 percent.

Mechanically compact each lift under the upper 3 feet of the trench to a Standard Proctor Density of 95 percent.

Do not backfill unless approved compaction equipment is operating.

# Replacement Backfill:

Engineer to determine suitability of native material for backfill.

Use replacement backfill in lieu of native materials as directed.

Place according to the above trench backfill requirements for "Above Pipe Zone".

# Excess or Deficiency of Backfill Material:

Dispose of excess backfill material as directed after all trenches are backfilled. Provide replacement backfill as required to establish required surface elevation.

# Field Quality Control:

Density tests on backfill materials will be as directed by the engineer.

Contractor to recompact all areas represented by failed density tests.

Costs for initial test and first retest will be considered incidental.

Costs of subsequent retests to be deducted from contractor's payment.

All trench excavation and backfilling, including backfill material, compaction, and minor dewatering shall be considered incidental. All work shall be done by open trench excavation.

All dewatering of trenches will be incidental to the construction.

The locating wire shall be laid directly over the utility. The contractor shall be responsible for the installation of a locating wire with electrical continuity throughout the entire length.

Tracer wire shall remain continuous to the greatest extent possible. Splices in the copper tracer wire should be made with solder, split bolt type connectors or other type approved by the engineer. Splices in the stainless steel tracer wire should be made with split bolt type connectors or other type approved by the engineer. Wire nuts or clip type connectors shall not be used. All connections shall be protected to make them watertight. Waterproofing material shall be 3M 2200 or equal.

Tracer wire connections from sewer mains into manholes shall be at the top of the manhole in a manner that will not interfere with the performance of the manhole chimney seal.

# **Deflection Test**

Deflection tests shall be performed on all sanitary sewer pipe. The test shall be conducted after the final backfill has been in place at least 30 days.

The deflection test is to be run using a mandrel, it shall have a diameter equal to 95 percent of the inside diameter of the pipe. The test shall be performed without mechanical pulling devices. The line will be considered acceptable if mandrel can progress through line without binding. Provide corrective measures for lines not meeting these requirements.

#### Infiltration Test

Manholes shall be water tight with no leakage permitted. Passing air test will be considered acceptable for compliance with infiltration allowances, unless leakage is observed, or pipe diameter is greater than 27 inches.

For infiltration test, place 90 degree V-notch weirs in locations directed by the engineer to measure leakage in sewer lines. Allowable leakage rate shall be 200 gallons/day/inch diameter/mile of sewer between any adjacent manholes. Provide corrective measures for any line that exceeds the allowable leakage rate.

The contractor shall receive no additional compensation for tests or corrective work necessary to reduce leakage below the amount allowed by the specifications or correction of excess deflections.

Record the location, size, length, and number of bends on services on a record drawing. Measure service locations from the closest downstream manhole. Submit sanitary record drawings to Village of Stoddard Utilities upon completion of the sanitary portion of the project.

All sanitary sewer lines shall be televised with all said televising costs included in the related sanitary sewer item. When sewer line flows are above the minimum requirements (generally not more than 1/4 of

the pipe diameter) or inspection of the complete periphery of the pipe is necessary to effectively conduct the inspection and sealing operations, one or more of the following methods of flow control shall be used at no extra cost to the Village:

- 1. Plugging or Blocking: A sewer line plug shall be inserted into the line at a manhole upstream from the section to be inspected, tested and/or sealed. The plug shall be so designed that all or any portion of the sewage flows can be released. During the inspection portion of the operation, flows shall be shut off or substantially reduced in order to properly inspect the pipe at the invert. After the inspection is complete, flows shall be restored to normal or not more than 1/3 of the pipe diameter during the joint testing and joint sealing operation.
- 2. Pumping and Bypassing: Where pumping is required, in the opinion of the Village, to assure completion of the inspection and sealing work, the contractor will be required to furnish pumping equipment, conduits, etc. All costs for flow control, temporary pumping, etc., shall be inclusive to testing and shall be included in the unit price bid for the related sanitary sewer item. No bypassed wastewaters will be allowed to be discharged to surface drainage facilities.

Liability: Contractor shall be liable for damages to private or public property which may result from sewer flow control operations.

The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall have a minimum resolution of 600 lines and shall provide a color picture. Picture quality and definition shall be to the complete satisfaction of the Engineer and if unsatisfactory, equipment shall be removed, and no payment made for unsatisfactory inspection. The camera shall be moved through the line in either direction at a uniform slow rate by means of cable winches at each manhole. Contractor shall provide to the Village a DVD record of the inspection as well as a type written report of the inspection.

Measurement for location of defects as shown on the contract drawings shall be at the ground level by means of a meter device. Marking on cable or the like which would require interpolation for depth of manhole, etc., will not be allowed. Measurement meters shall be accurate to 0.2 of a foot. A measuring target (or the sealing packer) in front of the television camera shall be used as an exact measurement reference point and the meter reading shall show this exact location of the measurement reference point.

All tracer wire must pass a locating test, in the presence of the Engineer, prior to acceptance of respective pipe installation. All equipment necessary to perform the test shall be provided by the contractor.

# **D** Measurement

The department will measure Sanitary Sewer, 8-inch, Sanitary Sewer, 8-inch (C900), Sanitary Sewer, 10-inch, and Sanitary Sewer, 10-inch (C900) by the linear feet from center manhole to center of manhole, acceptably completed.

# **E** Payment

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

| ITEM NUMBER | DESCRIPTION                    | UNIT |
|-------------|--------------------------------|------|
| SPV.0090.06 | Sanitary Sewer, 8-inch         | LF   |
| SPV.0090.07 | Sanitary Sewer, 8-inch (C900)  | LF   |
| SPV.0090.08 | Sanitary Sewer, 10-inch        | LF   |
| SPV.0090.09 | Sanitary Sewer, 10-inch (C900) | LF   |

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

62. Sanitary Service, 4-inch, Item SPV.0090.10; Sanitary Service, 4-inch (C900), Item SPV.0090.11; Sanitary Service, 6-inch, Item SPV.0090.12; Sanitary Service, 6-inch (C900), Item SPV.0090.13.

## **A Description**

This special provision describes furnishing and installing new sanitary sewer sanitary service and riser pipe all as shown on the plans and provided by these specifications.

# **B** Materials

Pipes shall conform to the following:

| Description            | Class or Type                | Specification | Joint                                |
|------------------------|------------------------------|---------------|--------------------------------------|
| PVC Sewer Service Pipe | SDR 26                       | ASTM D3034    | Rubber Gasket or<br>Solvent Cemented |
| PVC C900 Pipe          | Pressure Class 235,<br>DR 18 | AWWA C900     | Push-on                              |

Provide fittings and pipe of each material type from the same manufacturer.

Locating (tracer) wire shall be #12 solid copper with "HMWPE" 30 mil insulation. Insulation for sanitary sewer applications shall be green. To minimize splices, wire shall be supplied on spools of not less than 500 feet.

Test Box shall be Copperhead SnakePit CD14GTP or approved equal.

#### **C** Construction

Submit shop drawings to the engineer conforming to standard spec 105.2 prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

The location and size of sanitary sewer services as shown on the plans are approximate. Actual locations and size may vary from what is shown. Provide pipe of the material shown on the plans regardless of pipe size.

During the unloading process, all pipe and accessories shall be inspected by the contractor. Notify the engineer of all material found defective. The engineer shall inspect the material and have the right to reject any materials found unsatisfactory. Promptly remove all rejected material from the job site. Remove all foreign matter from the inside of the pipe before lowered into its position in the trench. Keep pipe clean by approved means during and after laying.

Removal of existing facilities, trench excavation and backfill and restoration shall be according to the provisions of these specifications.

Building services may be placed in a common trench if installed concurrently. If not installed concurrently, a minimum 8 foot horizontal separation must be maintained between the water service and building sewers. A minimum of 12 inches vertical and 18 inches horizontal shall separate the water service from a sanitary service.

The point of commencement for laying of building service pipe shall be at the main. Building service pipe shall be laid with the bell end pointing upgrade. Any other procedure shall be followed only with permission of the Engineer.

Install pipe at minimum 1 percent to maximum 2 percent grade.

Risers shall be constructed as shown in the details when directed by or approved by the Engineer. They shall be brought up to an elevation such that the service lateral will be approximately 11 feet below finished grade at property line. Riser pipe shall be laid at approximately a one to one slope to the desired depth. The remaining sewer service lateral will be laid at a minimum slope of 1 percent. The top pipe of the riser shall be a 45-degree bend. The end pipe shall be bulkheaded and marked with flagging 2 feet above the top of the riser.

All new sewer service locations shall be installed as shown on the plans or at the center of the proposed lot. If the service is not immediately connected to the house, the location of the stub end shall be marked by the contractor using a 4-inch by 4-inch by 8-foot timber set 4 feet below grade. Place gasketed plug at end of pipe.

Removal and disposal of existing sanitary sewer service materials, regardless of size or pipe material, shall be considered incidental to the work.

Installation of pipe shall conform to ASTM D 2321. There shall be no mixing of different manufacturer's pipe or fittings on a project. Compact haunching area to specified density required by ASTM D2321.

Install tracer wire along entire length of service riser and pipe, from wye to service end and up to access box, taped to top center. Avoid splices and underground connections. If splices are required, provide UL-listed moisture proof connectors, self-sealing compression or heat shrink type. Allow at least 2 feet excess tracer wire to remain coiled beneath test box. Locate test box at property line or as directed by engineer or owner. Mark location with steel fence post or as directed by engineer or owner.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Install gaskets and forms according to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

Trench Excavation Requirements shall conform to specifications listed within Sanitary Sewer special provisions.

All trench excavation and backfilling, including backfill material, compaction, and dewatering shall be considered incidental. All work shall be done by open trench excavation.

Record the location, size, length, and number of bends on services on a record drawing. Measure service locations from the closest downstream manhole. Submit sanitary record drawings to the engineer and utility upon completion of the sanitary portion of the project.

Reconnect services to the existing sewer and adjusting service without damage to the pipe. Proper watertight joints must be made.

The contractor shall be responsible to locate the existing underground sewer services. The plans will supply the contractor with the approximate locations as available to the Owner. If the initial excavation for the location of existing building sewers and water services fails to uncover the existing services, the contractor, at his own expense, shall explore a distance of 6 feet in each direction of the initial excavation, or a total of 12 feet, immediately in back of and parallel to the curb, or along the water main. If the existing building sewers or water services cannot be located within these limits, and additional trenching is required, the contractor shall notify the Engineer.

Where a sewer main is to be abandoned and replaced, each existing service, whether active or apparently inactive, shall be provided with an outlet to the new sewer. Where a service has been identified as abandoned, the contractor shall omit a new outlet.

## **D** Measurement

The department will measure Sanitary Service, 4-inch, Sanitary Service, 4-inch (C900), Sanitary Service, 6-inch, and Sanitary Service, 6-inch (C900) by the linear feet from the center of the main to the end of service, acceptably completed.

#### **E** Payment

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

| I | TEM NUMBER  | DESCRIPTION                     | UNIT |
|---|-------------|---------------------------------|------|
| 5 | SPV.0090.10 | Sanitary Service, 4-inch        | LF   |
| 5 | SPV.0090.11 | Sanitary Service, 4-inch (C900) | LF   |
| 5 | SPV.0090.12 | Sanitary Service, 6-inch        | LF   |
| 5 | SPV.0090.13 | Sanitary Service, 6-inch (C900) | LF   |

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

# 63. Concrete Curb and Gutter HES 30-Inch Type D, Item SPV.0090.14.

# **A Description**

This special provision describes constructing concrete curb and gutter according to the requirements of standard spec 601, at locations approved by the engineer, and as hereinafter provided.

#### B Materials.

Provide concrete that conforms to the requirements for high early strength concrete according to standard spec 501.

#### **C** Construction

Perform this work at locations directed by the engineer according to the requirements of standard spec 415 for concrete pavement high early strength. Use 9-bag HES cement rather than 7-bag HES.

Modify standard spec 601.3.4 (5) to require that contraction joints be sawed.

Saw the joints to a minimum depth of one-third (D/3) of the depth of the curb and gutter at the flag line.

#### **D** Measurement

The department will measure Concrete Curb and Gutter HES (Size and Type) in length by the linear feet, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.14 Concrete Curb and Gutter HES, 30-Inch Type D LF

Payment is full compensation for all foundation excavation and preparation; all special construction required at driveway and alley entrances or curb ramps; providing all materials, including concrete, expansion joints, and reinforcement tie bars unless specified otherwise; placing, finishing, protecting, and curing; sawing joints; disposing of surplus excavation material, and restoring the work site.

The department will adjust pay for crack repairs on concrete built under standard spec 601 as specified in standard spec 416.5.2 for ancillary concrete.

# 64. Construction Staking Curb & Gutter Rural Special, Item SPV.0090.15.

#### **A Description**

This special provision describes providing contractor-performed construction staking required to establish the horizontal and vertical position of the curb and gutter in areas utilizing cold-in-place recycle asphalt pavement (CIR) according to Section 650 and as hereinafter provided.

# B (Vacant)

#### **C** Construction

Add the following to standard spec 650.3.5::

(2) Provide vertical reference in relation to the finished HMA Pavement surface, which is to be 3.5" higher than the completed CIR asphalt pavement.

### **D** Measurement

The department will measure Construction Staking Curb & Gutter Rural Special 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.0090.15Construction Staking Curb & Gutter Rural SpecialLF

The department will not make final payment for any staking item until the contractor submits survey notes and computations used to establish the required lines and grades to the engineer within 21 days of completing this work. The department will deduct from payments due the contractor for the additional costs specified in 105.6.

Payment is full compensation for locating and setting construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

# 65. Construction Staking Corrugated Median, Item SPV.0090.16.

## **A Description**

This special provision describes providing contractor-performed construction staking required to establish the horizontal and vertical position of concrete corrugated median in areas utilizing cold-in-place recycle asphalt pavement (CIR) according to standard spec 650 and as hereinafter provided.

# B (Vacant)

# **C** Construction

Set construction stakes or marks at 50-foot intervals, maximum. Set and maintain stakes as necessary to achieve the required accuracy and to support the method of operations. Set additional construction stakes as necessary to establish location and grade of Concrete Corrugated Median, including points where the alignment or grade changes or radius points for the median. Locate stakes to within 0.02 feet horizontally and establish elevations to within 0.01 feet vertically.

Provide vertical reference in relation to the finished HMA Pavement surface, which is to be 3.5" higher than the completed CIR asphalt pavement.

#### **D** Measurement

The department will measure Construction Staking Corrugated Median 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.0090.16 | Construction Staking Corrugated Median | LF   |

The department will not make final payment for any staking item until the contractor submits survey notes and computations used to establish the required lines and grades to the engineer within 21 days of completing this work. The department will deduct from payments due the contractor for the additional costs specified in standard spec 105.6.

Payment is full compensation for locating and setting construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

# 66. Rectangular Rapid Flashing Beacon System (School Street), Item SPV.0105.03.

## **A Description**

This work shall consist of furnishing and installing a solar powered rectangular rapid flashing beacon (RRFB) system consisting of multiple assemblies as described herein and as shown in the plans. Each assembly shall be solar powered, and pedestrian activated.

The assemblies shall be wirelessly controlled, and multiple units shall be synchronized.

Furnish proposed system to engineer for review.

#### **B** Materials

Furnish a complete RRFB system with multiple assemblies. Each assembly may consist of, but is not limited to, light indications, wireless communication equipment, solar power equipment, aluminum poles, concrete bases, and electrical components (wiring, solid-state circuit boards, etc.). An assembly may include the following items:

## **Rectangular Rapid Flashing Beacon:**

Each RRFB assembly shall satisfy the FHWA Interim Approval for Optional Use of Pedestrian-Actuated Rectangular Rapid Flashing Beacons at Uncontrolled Marked Crosswalks (IA-21), dated March 20, 2018, and all subsequent FHWA Official Interpretation Letters and the Manual of Uniform Traffic Control

Devices (MUTCD), including the unit size, mounting location, flash rate, and operational parameters unless modified herein by this special provision. The RRFB assembly shall be programmable to allow the Owning Authority to set the duration of the flashing beacon display based on the crossing time requirements established in the MUTCD.

# Signs:

Signage shall include: R-10-24, S1-1, S16-7L, S16-7R

The assemblies must be constructed to allow the appropriate space for the installation of the signs in the field.

# **Solar Power Supply:**

The solar power supply shall be fully weather, corrosion and vandal resistant. It shall be power autonomous without need of an external power supply. The batteries shall be sealed, maintenance free, and field-replaceable independently of other components. The battery shall have a minimum rated life span of three years. The power supply system shall have the capacity to operate the RRFB for 10 days at a normal use of 50 activations of 30 seconds each per day without solar charging. The manufacturer shall provide documentation for each installation consisting of solar power calculations to verify load, duty cycle and battery capacity based on location.

The solar panel shall be installed at the highest point on the assembly structure, or as directed by the Engineer, away from the travelled way. The solar panel shall be installed at an angle specified by the manufacturer facing due south with full unobstructed solar exposure for optimum performance of the system, or as recommended by the manufacturer and directed by the engineer.

## **Pushbutton:**

Furnish freeze-proof ADA compliant pedestrian push buttons made by an approved manufacturer to meet requirements of standard spec 658.

## **Aluminum Pole Standard and Pedestal Base:**

The supporting structure (pole, breakaway transformer/pedestal base) shall be constructed of anodized aluminum and meet requirements of standard spec 657.

#### **Concrete Base:**

The concrete base and anchor bolts shall be supplied and installed to meet requirements of a Concrete Base Type 1 of standard spec 654.

#### Hardware:

Furnish all hardware, connections, etc. to make the RRFB system fully operational.

## **C** Construction

The RRFB system will consist of multiple assemblies to be constructed by the contractor as shown on the plans. Make the RRFB system fully operational. Construct and assemble the system per manufacturer's instructions.

# **D** Measurement

The department will measure Rectangular Rapid Flashing Beacon System [School Street] as a single lump sum unit of work for each location, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.03Rectangular Rapid Flashing Beacon SystemLS

Payment is full compensation for furnishing and installing a fully operational RRFB system; and for labor, equipment, tools, and incidentals necessary to complete a working system. Signs are listed elsewhere in the plan, and not considered part of this bid item.

# 67. Abandon Existing Water System, Item SPV.0105.04.

# **A Description**

This special provision describes abandoning the existing water system according to standard specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, and as hereinafter provided.

#### **B** Materials

Provide backfill that is according to the standard specifications.

#### **C** Construction

Upon completion and acceptance of the new water system and verification that all services have been transferred to the new water main, contractor shall abandon the existing water system in place. Hydrants shall be salvaged and delivered to the Village shop and shall remain the property of the Village. Gate valves and curb stops shall be turned to the off position and the left in place. Install a plug at main end and connect using mechanical joints. Water main and gate valves in conflict with the proposed water main, proposed sanitary sewer or proposed storm sewer shall be removed and disposed of. Curb stop boxes shall be removed and disposed of. Upon removal, backfill to grade.

#### **D** Measurement

The department will measure Abandon Existing Water System 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.0105.04Abandon Existing Water SystemLS

Payment is full compensation for excavation, furnishing and installing all materials; backfilling; salvaging and delivering hydrants, properly disposing of surplus material; cleaning up and restoring the site of work.

# 68. Abandon Existing Sewer System, Item SPV.0105.05.

# **A Description**

This special provision describes abandoning the existing sewer system according to standard specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, and as hereinafter provided.

#### **B** Materials

Provide backfill that is according to the standard specifications.

#### **C** Construction

Upon completion and acceptance of the new sewer system and verification that all services have been transferred to the new sewer main, contractor shall abandon the existing sewer system in place. Castings shall be salvaged and delivered to the Village shop and shall remain the property of the Village. Manhole cones and barrel sections shall be removed and disposed of. Bases Sanitary sewers shall be plugged at both ends and filled with blown silica sand. Sanitary sewers, sanitary manholes in conflict with the proposed water main, proposed sanitary sewer or proposed storm sewer shall be removed and disposed of. Cleanouts shall be removed and disposed of. Upon removal, backfill to grade.

# **D** Measurement

The department will measure abandon existing sewer system 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.0105.05Abandon Existing Sewer SystemLS

Payment is full compensation for excavation, furnishing and installing all materials; backfilling; salvaging and delivering castings, filling, properly disposing of surplus material; cleaning up and restoring the site of work.

# 69. Concrete Sidewalk HES 6-Inch, Item SPV.0165.01.

# **A Description**

This special provision describes constructing sidewalk according to the requirements of standard spec 602, at locations approved by the engineer, and as hereinafter provided.

#### **B** Materials

Furnish Provide concrete that conforms to the requirements for high early strength concrete according to standard spec 501.

#### **C** Construction

Perform this work at locations directed by the engineer according to the requirements of standard spec 415 for concrete pavement high early strength. Use 9-bag HES cement rather than 7-bag HES.

## **D** Measurement

The department will measure Concrete Sidewalk HES 6-Inch by the square foot, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.01Concrete Sidewalk HES 6-InchSF

Payment is full compensation for all foundation excavation and preparation; all special construction required at driveway and alley entrances or curb ramps; providing all materials, including concrete, expansion joints, and reinforcement tie bars unless specified otherwise; placing, finishing, protecting, and curing; sawing joints; disposing of surplus excavation material, and restoring the work site.

The department will adjust pay for crack repairs on concrete built under standard spec 601 as specified in standard spec 416.5.2 for ancillary concrete.

# 70. Wall Modular Block Mechanically Stabilized Earth (STA 925+60 RT to 318'B'+52 RT), Item SPV.0165.02;

Wall Modular Block Mechanically Stabilized Earth (STA 318'B'+69 LT to 318'B'+95 LT), Item SPV.0165.03;

Wall Modular Block Mechanically Stabilized Earth (STA 319'B'+31 LT to STA 320'B'+28 LT), Item SPV.0165.04

## **A Description**

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

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

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

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

## **B** Materials

# **B.1 Proprietary Wall Systems**

The supplied wall system must be from the department's approved list of Modular Block Mechanically Stabilized Earth Wall systems. Proprietary wall systems must conform to the requirements of this

specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

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

# **B.2 Design Requirements**

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

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

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

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

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

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

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

The design of the wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and wall facing-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software used. The design

calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Wall facing units shall be designed according to AASHTO LRFD 11.10.2.3.

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

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

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

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

Wall facing units shall be installed on a concrete leveling pad. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

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

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

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

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

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

Dry-cast concrete blocks shall be manufactured according to ASTM C1372 and this specification.

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

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

- Solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing
  course shall be bonded to the underlying facing units with a durable, high strength, flexible
  adhesive compound compatible with the block material.
- A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

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

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

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

# **B.3.2 Material Testing**

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

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

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

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

The certified test report shall include the following:

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

Testing of project materials shall be completed not more than 18 months prior to delivery. Independent testing frequency shall not exceed 5000 blocks for dry-cast blocks and the lesser of 150 CY or one day's production for wet-cast blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of

this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department.

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

#### B.3.3 Backfill

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

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

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

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

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

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

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

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

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

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

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM D5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The

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

second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

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

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

# **B.3.4.1 Geogrids**

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

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

# Nominal Long-Term Design Strength (Tal)

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

Hence,

=----

where:

T<sub>ult</sub> = Ultimate tensile strength of the reinforcement determined from wide width tensile tests (ASTM D6637) for geogrids based on the minimum average roll value (MARV) for the product.

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

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

RF<sub>D</sub> = Strength reduction factor to prevent rupture of the reinforcement due to

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

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

# Nominal Long-term Connection Strength Tac

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

\* =----

| where:             |   |
|--------------------|---|
| T <sub>ac</sub> =  | Nominal long-term reinforcement facing connection strength per unit reinforcement width at a specified confining pressure.    |
| T <sub>ult</sub> = | Ultimate tensile strength of the reinforcement for geogrids defined as the minimum average roll value (MARV) for the product. |
| CR <sub>cr</sub> = | Long term connection strength reduction factor to account for reduced ultimate strength resulting from connection.            |
| RF <sub>D</sub> =  | Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation.                 |

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

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

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

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

## **C** Construction

# C.1 Excavation and Backfill

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

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

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

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

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

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

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

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

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

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

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

#### **C.3 Wall Components**

#### C.3.1 General

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

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

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

#### C.3.2 Soil Reinforcement

#### C.3.2.1 Geogrid Layers

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

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

#### C.3.2.2 Steel Layers

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

#### **C.4 Quality Management Program**

#### C.4.1 Quality Control Plan

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

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

- 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
- The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
- 3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
- 4. Descriptions of stockpiling and hauling methods.
- 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
- 6. Location of the QC laboratory, retained sample storage, and other documentation.
- 7. A summary of the locations and calculated quantities to be tested under this provision.
- 8. A proposed sequencing plan of wall construction operations and random test locations.

#### C.4.2 Quality Control Personnel

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

If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician Ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

#### C.4.3 Equipment

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

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

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

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

Conform to ASTM D6938 and CMM 8-15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

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

#### C.4.4 Documentation

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

(3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

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

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

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

#### C.4.6 Department Testing

#### C.4.6.1 General

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

#### C.4.6.2 Quality Verification (QV) Testing

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

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

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
  - 1. Split sample testing.
  - 2. Proficiency sample testing.
  - 3. Witnessing sampling and testing.
  - 4. Test equipment calibration checks.
  - 5. Reviewing required worksheets and control charts.
  - 6. Requesting that testing personnel perform additional sampling and testing.

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

#### C.4.6.4 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

#### **C.5 Geotechnical Information**

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

#### **D** Measurement

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

#### **E** Payment

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

| ITEM NUMBER | DESCRIPTION  | UNIT |
|-------------|--|------|
| SPV.0165.02 | Wall Modular Block Mechanically Stabilized Earth (STA 925+60 RT to STA 318'B'+52 RT)   | SF   |
| SPV.0165.03 | Wall Modular Block Mechanically Stabilized Earth (STA 318'B'+69 LT to STA 318'B'+95 LT | SF   |
| SPV.0165.04 | Wall Modular Block Mechanically Stabilized Earth (STA 319'B'+31 LT to STA 320'B'+28 LT | SF   |

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

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

#### 71. Insulation, Item SPV.0165.05.

#### **A Description**

This special provision describes furnishing and installing insulation above water or sewer main as shown on the plans and provided by these specifications.

#### **B** Materials

Insulation shall be 2" thick rigid, extruded polystyrene board insulation with a thermal resistance greater than 5.0 and shall conform to ASTM D2842.

#### **C** Construction

Where required, pipes shall be insulated with 4 feet by 8 feet sheets of 2-inch insulation with the narrow side centered over the pipe.

#### **D** Measurement

The department will measure Insulation by the square foot, acceptably completed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0165.03 Insulation SF

Payment is full compensation for furnishing and installing insulation.

#### 72. 16-inch X 2-inch Select Crushed Material, Item SPV.0195.02.

#### **A Description**

This special provision describes providing select crushed material used primarily for causeway widening and slope protection.

#### **B** Materials

- 1. Furnish crushed stone or from a department-approved source substantially free of unconsolidated overburden materials, topsoil, organic materials, steel, and other deleterious materials.
- 2. A department-approved source is a source with acceptable department test results for wear and soundness on record. The engineer may also approve other sources as follows:
  - a. Mined or quarried waste rock that, in the engineer's opinion, is hard, durable, and when processed through a primary crusher, will produce a material similar in size and texture to that produced from a quarry face.

3. Conform to the following gradation:

| SIEVE   | PERCENT PASSING<br>(by weight |
|---------|-------------------------------|
| 16-inch | 90-100                        |
| 12-inch | 70-80                         |
| 5-inch  | 60-70                         |
| 2-inch  | 0-5                           |

- 4. Furnish material that has a minimum of 50 percent, by count, of the number of particles retained on the 2-inch sieve with at least 2 fractured faces.
- 5. The department will assess select crushed material acceptability based primarily on the engineer's visual inspection.

#### **C** Construction

1. Place select crushed material where the plans show or as the engineer directs. Ensure that there is adequate moisture in the aggregate during placing, shaping, and compacting to prevent segregation and achieve adequate compaction.

2. Spread and compact select crushed material in compacted layers of 16-inches or less. The engineer may allow thicker layers to address soft foundation conditions. Compact select crushed material using standard compaction conforming to 301.3.4.2.

#### **D** Measurement

The department will measure 16-inch X 2-inch Select Crushed Material 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.0195.0216-inch X 2-inch Select Crushed MaterialTON

Payment is full compensation for providing 16-inch X 2-inch Select Crushed Material.

#### 73. Reclaimed Asphalt, Item SPV.0195.03.

#### **A Description**

This special provision describes providing a dense graded base using reclaimed asphalt.

#### **B** Materials

Provide reclaimed asphalt with 100 percent a 1 1/4-inch sieve

#### **C** Construction

Perform the work as specified in standard spec 305.3.

#### **D** Measurement

The department will measure Reclaimed Asphalt 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.0195.03Reclaimed AsphaltTON

Payment is full compensation for preparing the foundation, and for placing, shaping, compacting and maintaining the base.

## 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>4</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.
  - Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, *a discussion with the DBE firm* regarding its capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
  - (2) In striving to meet an assigned DBE contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.

- (3) Special Circumstance Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
  - i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
  - ii. Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- d. Immediately after notification of contract award, the prime submits all 'Commitment to Subcontract' forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
  - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
  - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
  - (3) Photocopies or electronic copies of all written solicitations to DBE's. A printed copy of SBN solicitation is acceptable.
  - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
  - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

#### 6. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE, a prime contractor and the regular dealer of materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE in cases where the prime has submitted the DBE and material for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
  - (1) Request should be made when the DBE Commitment form or Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
  - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
  - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
  - (4) The joint check for supplies must be strictly for the cost of supplies.
- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following.
  - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price and delivery of materials;
  - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor,
  - (1) The prime agrees to furnish the check used for the payment of materials/supplies under the contract.
  - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractors negotiated unit price.

#### 7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 5 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

#### 8. Department's Criteria for DBE Participation

#### **Directory of DBE firms**

a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx

b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

#### 9. Counting DBE Participation

#### **Assessing DBE Work**

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

#### 10. Commercially Useful Function

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE is performing a commercially useful function if the following conditions are met:
  - (1) For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

#### 11. Credit Evaluation for Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at <a href="https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf">https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf</a>

#### 12. Credit Evaluation for Manufacturers, Suppliers, Brokers

The department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The department will count the material and supplies that a DBE provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

#### a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100**% percent of the cost of the materials or supplies toward DBE goals.
- b. Regular Dealers of Material and/or Supplies
  - (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  - (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
  - (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
    - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
    - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- c. Brokers, Transaction Expediters, Packagers, Manufacturers Representatives
  - (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit; however, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions.
  - (2) Brokerage fees have historically been calculated as 10% of the purchase amount.
  - (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.
  - (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice. WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice. Please respond to the following questions and submit with your DBE Commitment Form.

- 1. What is the product or material?
- 2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
- 3. Which contract line items were referenced to develop this quote?
- 4. What is the amount of material or product used on the project?

#### 13. Credit Evaluation for DBE Primes

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

#### 14. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces for DBE credit.

#### 15. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be evaluated and confirmed by the DBE Office for any contracts on which the mentor protégé team identifies itself to the DBE Office as a current participant of the Mentor Protégé Program.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

#### 16. DBE Replacement or Termination

#### **Contractual Requirement**

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

#### **Contractor Considerations**

a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason or is terminated from a contract, the prime contractor is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
  - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
    - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
    - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent to* request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
    - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
    - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days to respond, in writing. Exception: The prime contractor must provide a verifiable reason for a response period shorter than five days. For example a WisDOT project manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
    - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

#### The Request to Replace or Terminate a DBE

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

- 1. Contract ID number.
- 2. Wisconsin DOT Contract Project Manager name and contact information.
- 3. DBE name and work type and/or NAICS code.
- 4. Contract's progress schedule.
- 5. Reason(s) for requesting that the DBE be replaced or terminated.
- 6. Attach/include all communication with the DBE to deploy/address/resolve work completion,

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

Examples of Good Causes to Replace a DBE according to the federal DBE program guidelines [49 CFR part 26.53]

- The listed DBE subcontractor fails or refuses to execute a written contract.
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent
  with normal industry standards. Provided, however, that good cause does not exist if the failure or
  refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or
  discriminatory action of the prime contractor.
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- · You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

#### **Evaluation and Response to the Request**

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at <a href="mailto:DBE\_Alert@dot.wi.gov">DBE\_Alert@dot.wi.gov</a> or by calling 608-267-3849.

#### 17. DBE Utilization beyond the approved DBE Commitment Form DT1506

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at <u>DBE\_Alert@dot.wi.gov</u> describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.
  If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at <a href="mailto:DBE\_Alert@dot.wi.gov">DBE\_Alert@dot.wi.gov</a>. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.
  - The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

#### 18. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

#### 19. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

# APPENDIX A Sample Contractor Solicitation Letter Page 1 This sample is provided as a guide not a requirement

#### **GFW SAMPLE MEMORANDUM**

TO: DBE FIRMS

DATE:

CC:

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

**LET DATE & TIME** MONTH DAY YEAR DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month-date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx

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

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. <u>Make sure</u> the correct letting date, project ID and proposal number, unit price and extension are included in your quote. We prefer quotes be sent via SBN but prime's alternatives are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <a href="https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx">https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx</a> All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

### Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

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

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

# APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

#### This list is not a set of requirements; it is a list of potential strategies

#### **Primes**

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

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

#### **APPENDIX C**

#### Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

- 1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities.
- 2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
- 3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
- 4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal.
- 5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
- 6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- 7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
- 8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
- 9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
- 10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
- 11. Whether the contractor returned calls of firms expressing interest in a timely manner.

#### APPENDIX D

### **Good Faith Effort Evaluation Guidance**

#### Excerpt from Appendix A of 49 CFR Part 26

#### APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a

- contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription.

Within the Small Business Network, **Prime Contractors** can:

#### 1. Easily select proposals, work types and items:

a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.

#### 2. Create sub-quotes for the subcontracting community:

- a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
- b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
- c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request.
- d. Add attachments to sub-quotes.

#### 3. View sub-quote requests & responses:

- a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
- b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.

#### 4. View Record of Subcontractor Outreach Effort:

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

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

#### 1. View and reply to sub-quote requests from primes:

a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.

#### 2. Select items when responding to sub-quote requests from primes:

- a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
- b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
- c. Add attachments to a sub-quote.

#### 3. Create and send unsolicited sub-quotes to specific contractors:

a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.

#### 4. Easily select and price items for unsolicited sub-quotes:

- a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
- b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
- c. Add attachments to a sub-quote.
- d. Add unsolicited work items to sub-quotes that you are responding to.

#### 5. Easy Access to Valuable Information

- a. Receive a confirmation that your sub-quote was opened by a prime.
- b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
- c. View important notices and publications from DOT targeted to small and disadvantaged businesses.

#### 6. Accessing Small Business Network for WisDOT contracting opportunities

- a. If you are a contractor not yet subscribing to the Bid Express service, go to <a href="www.bidx.com">www.bidx.com</a> and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
- DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

November 2013 ASP-4

#### ADDITIONAL SPECIAL PROVISION 4

#### **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

#### **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

#### **Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

#### **ADDITIONAL SPECIAL 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<br>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<br>STONE   | CRUSHED<br>GRAVEL  | CRUSHED<br>CONCRETE | RECLAIMED<br>ASPHALT | REPROCESSED<br>MATERIAL | BLENDED<br>MATERIAL      |
|--|--------------------|--------------------|---------------------|----------------------|-------------------------|--------------------------|
| Gradation<br>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<br>AASHTO T96<br>loss by weight                             | <=50%              | <=50%              | note <sup>[2]</sup> |                      | note <sup>[2]</sup>     | note <sup>[3]</sup>      |
| Sodium sulfate<br>soundness<br>AASHTO T104<br>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<br>AASHTO T89                                       | <=25               | <=25               | <=25                |                      |                         | note <sup>[3]</sup>      |
| Plasticity<br>AASHTO T90   | <=6 <sup>[4]</sup> | <=6 <sup>[4]</sup> | <=6 <sup>[4]</sup>  |                      |                         | note <sup>[3]</sup>      |
| Fracture  ASTM D5821 <sup>[6]</sup> min one face by count        |                    |                    |                     |                      |                         |                          |
| dense  | 58%                | 58%                | 58%                 |                      | note <sup>[5]</sup>     | note <sup>[3]</sup>      |
| open-graded  | 90%                | 90%                | not allowed         | not allowed          | not allowed             | not allowed              |

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

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

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

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

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

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

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

# 450.2.2 Aggregate Sampling and Testing

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

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

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

# 450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve

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

### 450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve

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

## 450.3.2.8 Jointing

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

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

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

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

## 455.2.5 Tack Coat

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

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

# 460.2.2.3 Aggregate Gradation Master Range

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

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

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

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

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

# 460.2.7 HMA Mixture Design

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

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

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

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

| Mixture type   | LT                         | МТ                             | HT                             | SMA               |
|--|----------------------------|--------------------------------|--------------------------------|-------------------|
|  | LI                         | IVI I                          | пі                             | SIVIA             |
| LA Wear (AASHTO T96)   |                            |                                |                                |                   |
| 100 revolutions(max % loss)  | 13                         | 13                             | 13                             | 13                |
| 500 revolutions(max % loss)  | 50                         | 45                             | 45                             | 35                |
| Soundness (AASHTO T104)<br>(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<br>(5:1 ratio)           | 5<br>(5:1 ratio)               | 5<br>(5:1 ratio)               | 20<br>(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<br>(%Gmm Ndes)  | 4.0<br>(96.0)              | 4.0<br>(96.0)                  | 4.0<br>(96.0)                  | 4.5<br>(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] [11]</sup>                      |                            |                                |                                |                   |
| no antistripping additive  | 0.75 min                   | 0.75 min                       | 0.75 min                       | 0.80 min          |
| with antistripping additive  | 0.80 min                   | 0.80 min                       | 0.80 min                       | 0.80 min          |
| Draindown (AASHTO T305) (%)  |                            |                                |                                | <= 0.30           |
| Minimum Effective Asphalt Content, Pbe (%)   |                            |                                |                                | 5.5               |
| , , , ,  |                            |                                |                                |                   |

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

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

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

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

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

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

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

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

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

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

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

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

#### Blended aggregate gradations:

#### Drum plants:

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

#### Batch plants:

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

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

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

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

Maximum specific gravity according to AASHTO T209.

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

VMA by calculation according to AASHTO R35.

#### 460.2.8.2.1.4.2 Control Charts

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

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

# 460.2.8.2.1.5 Control Limits

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

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

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

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

#### 460.3.2 Thickness

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

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

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

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

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

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

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

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

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

# 460.3.3.1 Minimum Required Density

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

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

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

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

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

#### 460.3.3.2 Pavement Density Determination

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

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

## 460.5.2.1 General

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

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

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

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

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

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

#### 501.2.5.5 Sampling and Testing

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

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

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

#### 505.2.2 Bar Steel Reinforcement

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

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

### 505.2.3 High-Strength Bar Steel Reinforcement

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

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

# 505.2.4.1 General

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

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

#### 505.2.6.1 General

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

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

# 505.2.6.2.2 Solid Dowel Bars

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

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

# 625.3.2 Processing Topsoil or Salvaged Topsoil

Delete paragraph four effective with the December 2019 letting.

#### 701.3.1 General

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

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

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

| TEST                        | MINIMUM REQUIRED CERTIFICATION   |  |
|-----------------------------|--|--|
| STANDARD                    | (any one of the certifications listed for each test)   |  |
| 0.00.00.00                  | Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG)   |  |
| СММ 8-30.9.2                | PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC)  |  |
|                             | Grading Technician I (GRADINGTEC-I)  |  |
|                             | Grading Assistant Certified Technician (ACT-GRADING)   |  |
| AASHTO T2 <sup>[1][4]</sup> | TMS, AGGTECT-1, ACT-AGG  |  |
| AASHTO T11 <sup>[1]</sup>   |  |  |
| AASHTO T27 <sup>[1]</sup>   | AGGTEC-I, ACT-AGG  |  |
| AASHTO T255 <sup>[1]</sup>  | A00120-1, A01-A00  |  |
| ASTM D5821 <sup>[1]</sup>   |  |  |
| AASHTO T89                  | Aggregate Testing for Transportation Systems (ATT  |  |
| 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<br>ACT-PCC  |  |
| ASTM C1064                  | 7,611.66   |  |
| AASHTO T23                  |  |  |
| AASHTO M201                 |  |  |
| AASHTO T22                  | Concrete Strength Tester (CST)   |  |
| AASHTO T97                  | CST Assistant Certified Technician (ACT-CST)   |  |
| _                           | PROFILER   |  |
|                             | STANDARD  CMM 8-30.9.2  AASHTO T2 <sup>[1][4]</sup> AASHTO T11 <sup>[1]</sup> AASHTO T27 <sup>[1]</sup> AASHTO T255 <sup>[1]</sup> ASHTO T89  AASHTO T90 <sup>[3]</sup> AASHTO T90 <sup>[3]</sup> AASHTO T152 <sup>[2]</sup> AASHTO T118 <sup>[5]</sup> AASHTO T119 <sup>[2]</sup> ASTM C1064  AASHTO T23  AASHTO M201  AASHTO T22 |  |

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

## 715.2.1 General

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

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

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

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

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

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

#### 715.3.1.1 General

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

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

#### 730.3.1 General

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

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

# 730.3.2 Contractor QC Testing

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

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

# 730.3.4.1 Contractor QC Testing

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

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

# 740.3.2 Contractor QC Testing

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

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

### **Errata**

# 614.3.6 Thrie Beam Structure Approach Retro Fits

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

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

# **628.3.7 Mobilizations for Erosion Control**

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

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

# **ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction
  - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  - 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  - 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a> within 5 days of payment receipt to be logged manually.

\*\*\*Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

 $\underline{https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-\underline{manual.pdf}}$ 

# ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll or Labor Data Submittal

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

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

- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a>. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

# 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

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

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. You may contact the person to
  which this proposal is submitted for assistance in obtaining a
  copy of those regulations. "First Tier Covered Transactions"
  refers to any covered transaction between a grantee or
  subgrantee of Federal funds and a participant (such as the
  prime or general contract). "Lower Tier Covered Transactions"
  refers to any covered transaction under a First Tier Covered
  Transaction (such as subcontracts). "First Tier Participant"
  refers to the participant who has entered into a covered
  transaction with a grantee or subgrantee of Federal funds
  (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# **Non-discrimination Provisions**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

# **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# **SEPTEMBER 2002**

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

# Goals for Minority Participation for Each Trade:

| _County_    |     | _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 01/24/2020

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   |
| DDUT0003 003 06 /01 /3010 |          |         |

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, 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<br>RSON, KEWAUN<br>ARINETTE, MA<br>, 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<br>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<br>an & Pembine),<br>e West boundary | COLN, MARATHON,<br>MENOMINEE (Area<br>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<br>38.02<br>33.27<br>30.89 | 31.5%+7.41<br>31.5%+7.35<br>31.5%+7.18<br>31.5%+7.06<br>31.5%+7.00<br>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, Memorial Day, July 4th, Labor<br>Day, Thanksgiving Day & Christmas Day.   |                |              |  |
|--|----------------|--------------|--|
| IRON0383-001 06/01/2019  |                |              |  |
| ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES |                |              |  |
|  | Rates          | Fringes      |  |
| IRONWORKER   | .\$ 35.50      | 26.57        |  |
| IRON0498-005 06/01/2019  |                |              |  |
| GREEN (S.E. 1/3), ROCK (South of 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<br>PEPIN, PIERCE, POLK, RUSK, ST CR<br>COUNTIES   |                |              |  |
|  | Rates          | Fringes      |  |
| IRONWORKER   | .\$ 37.60      | 29.40        |  |
| * IRON0512-021 06/03/2019  |                |              |  |
| ASHLAND, BAYFIELD, BURNETT, DOUG<br>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<br>.\$ 33.70                                | 23.86<br>23.86<br>23.86   |
| PAIN0802-002 06/01/2019   |   |                           |
| COLUMBIA, DANE, DODGE, GRANT, GRI<br>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<br>LAKE, IRON, JUNEAU, KEWAUNEE, LAI<br>MARATHON, MARINETTE, MARQUETTE, I<br>OUTAGAMIE, PORTAGE, PRICE, SHAWAI<br>WAUSHARA, WAUPACA, WINNEBAGO, AND | NGLADE, LINCOLN,<br>MENOMINEE, OCON<br>NO, SHEBOYGAN, | MANITOWOC,<br>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<br>18.95<br>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

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| TRUCK DRIVER             | ¢ 20 E7  | 22 62   |
| 3 or more Axles; Euclids | \$ 29.37 | 22.03   |
| Dumptor & Articulated,   |          |         |
| Truck Mechanic           | \$ 29.72 | 22.03   |
| 1 & 2 Axles              | \$ 29.57 | 22.03   |

| WELL | DRILLER | <b>16.</b> 52 | 3.70 |
|------|---------|---------------|------|
|      |         |               |      |

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

\_\_\_\_\_\_

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

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.

\_\_\_\_\_\_

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, BUCLARK, COLUMBIA, DODGE, DOOR, DUNFOREST, GREEN LAKE, IRON, JEFFERSLINCOLN, MANITOWOC, MARATHON, MAROCONTO, ONEIDA, OUTAGAMIE, POLK, SHAWANO, SHEBOYGAN, TAYLOR, VILASWINNEBAGO, AND WOOD COUNTIES | NN, FLORENCE, FO<br>SON, KEWAUNEE, L<br>RINETTE, MARQUET<br>PORTAGE, RUSK, | ND DU LAC,<br>ANGLADE,<br>TE, MENOMINEE,<br>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 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 COUNT   | IES  |   |  |
|  | Rates  | Fringes   |  |
| BRICKLAYER   |  | 24.22   |  |
| BRWI0008-002 06/01/2019  |  |   |  |
| MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES  |  |   |  |
|  | Rates  | Fringes   |  |

| ### BRWI0009-001 06/03/2019    GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES    Rates  | BRICKLAYER                      | \$ 38.93    | 24.22                 |
|--|---------------------------------|-------------|-----------------------|
| Rates Fringes  BRICKLAYER  | BRWI0009-001 06/03/2019         |             |                       |
| BRICKLAYER\$ 34.18 23.90  BRWI0011-002 06/03/2019  CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES  Rates Fringes  BRICKLAYER\$ 34.18 23.90  BRWI0013-002 06/03/2019  DANE, GRANT, IOWA, AND RICHLAND COUNTIES  Rates Fringes  BRICKLAYER\$ 35.56 24.23  BRWI0019-002 06/03/2019  BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES  Rates Fringes  BRICKLAYER  |                                 | E, SHAWANO, | WAUPACA, WASHARA,     |
| ### RRWI0011-002 06/03/2019  CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES  Rates Fringes  BRICKLAYER  |                                 | Rates       | Fringes               |
| ### REMIO011-002 06/03/2019  CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES  Rates Fringes  BRICKLAYER\$ 34.18 23.90  BRWI0013-002 06/03/2019  DANE, GRANT, IOWA, AND RICHLAND COUNTIES  Rates Fringes  BRICKLAYER\$ 35.56 24.23  BRWI0019-002 06/03/2019  BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES  Rates Fringes  BRICKLAYER  |                                 |             | 23.90                 |
| Rates Fringes  BRICKLAYER  |                                 |             |                       |
| BRICKLAYER\$ 34.18 23.90  BRWI0013-002 06/03/2019  DANE, GRANT, IOWA, AND RICHLAND COUNTIES  Rates Fringes  BRICKLAYER\$ 35.56 24.23  BRWI0019-002 06/03/2019  BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES  Rates Fringes  BRICKLAYER\$ 33.40 24.68  BRWI0021-002 06/03/2019  DODGE AND JEFFERSON COUNTIES  Rates Fringes  BRICKLAYER\$ 35.75 24.02  BRWI0034-002 06/03/2019  COLUMBIA AND SAUK COUNTIES  Rates Fringes  BRICKLAYER\$ 35.75 24.02  BRWI0034-002 06/03/2019  COLUMBIA AND SAUK COUNTIES  Rates Fringes  BRICKLAYER | CALUMET, FOND DU LAC, MANITOWOC | , AND SHEBO | YGAN COUNTIES         |
| BRWI0013-002 06/03/2019  DANE, GRANT, IOWA, AND RICHLAND COUNTIES  Rates Fringes  BRICKLAYER\$ 35.56 24.23  BRWI0019-002 06/03/2019  BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES  Rates Fringes  BRICKLAYER\$ 33.40 24.68  BRWI0021-002 06/03/2019  DODGE AND JEFFERSON COUNTIES  Rates Fringes  BRICKLAYER\$ 35.75 24.02  BRWI0034-002 06/03/2019  COLUMBIA AND SAUK COUNTIES  Rates Fringes  BRICKLAYER\$ 35.75 24.02   |                                 | Rates       | Fringes               |
| DANE, GRANT, IOWA, AND RICHLAND COUNTIES  Rates Fringes  BRICKLAYER\$ 35.56 24.23  BRWI0019-002 06/03/2019  BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES  Rates Fringes  BRICKLAYER\$ 33.40 24.68  BRWI0021-002 06/03/2019  DODGE AND JEFFERSON COUNTIES  Rates Fringes  BRICKLAYER\$ 35.75 24.02  BRWI0034-002 06/03/2019  COLUMBIA AND SAUK COUNTIES  Rates Fringes  BRICKLAYER\$ 35.75 24.02  | BRICKLAYER                      | \$ 34.18    | 23.90                 |
| Rates Fringes  BRICKLAYER  | BRWI0013-002 06/03/2019         |             |                       |
| BRICKLAYER   | DANE, GRANT, IOWA, AND RICHLAND | COUNTIES    |                       |
| BRWI0019-002 06/03/2019  BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES  Rates Fringes  BRICKLAYER   |                                 | Rates       | Fringes               |
| BRWI0019-002 06/03/2019  BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES  Rates Fringes  BRICKLAYER   |                                 | •           | 24.23                 |
| PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES  Rates Fringes  BRICKLAYER   |                                 |             |                       |
| BRICKLAYER\$ 33.40 24.68  BRWI0021-002 06/03/2019  DODGE AND JEFFERSON COUNTIES  Rates Fringes  BRICKLAYER\$ 35.75 24.02  BRWI0034-002 06/03/2019  COLUMBIA AND SAUK COUNTIES  Rates Fringes  BRICKLAYER\$ 35.75 24.02   |                                 |             | -                     |
| BRWI0021-002 06/03/2019  DODGE AND JEFFERSON COUNTIES  Rates Fringes  BRICKLAYER\$ 35.75 24.02  BRWI0034-002 06/03/2019  COLUMBIA AND SAUK COUNTIES  Rates Fringes  BRICKLAYER\$ 35.56 24.23   |                                 | Rates       | Fringes               |
| BRWI0021-002 06/03/2019         DODGE AND JEFFERSON COUNTIES         Rates       Fringes         BRICKLAYER  | BRICKLAYER                      | \$ 33.40    | 24.68                 |
| Rates Fringes  BRICKLAYER\$ 35.75 24.02  BRWI0034-002 06/03/2019  COLUMBIA AND SAUK COUNTIES  Rates Fringes  BRICKLAYER\$ 35.56 24.23  | BRWI0021-002 06/03/2019         |             |                       |
| BRICKLAYER\$ 35.75 24.02  BRWI0034-002 06/03/2019  COLUMBIA AND SAUK COUNTIES  Rates Fringes  BRICKLAYER\$ 35.56 24.23   | DODGE AND JEFFERSON COUNTIES    |             |                       |
| BRWI0034-002 06/03/2019  COLUMBIA AND SAUK COUNTIES  Rates Fringes  BRICKLAYER\$ 35.56 24.23   |                                 | Rates       | Fringes               |
| BRWI0034-002 06/03/2019  COLUMBIA AND SAUK COUNTIES  Rates Fringes  BRICKLAYER\$ 35.56 24.23   |                                 |             |                       |
| Rates Fringes BRICKLAYER\$ 35.56 24.23   |                                 |             |                       |
| BRICKLAYER\$ 35.56 24.23   | COLUMBIA AND SAUK COUNTIES      |             |                       |
| •  |                                 | Rates       | Fringes               |
|  |                                 | -           | 24.23                 |
|  | BURNETT (W. of Hwy 48), PIERCE  | (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 /004 0 |          |         |

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<br>22.69 |
| CARP2337-003 06/01/2016  |       |                |
|                          | Rates | Fringes        |
| MILLWRIGHT Zone A Zone B |       | 21.53<br>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 Townsh: | hip | ) |
|--|-----|---|
|--|-----|---|

| 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), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES  |                               |   |  |
|  | Rates                         | Fringes                                 |  |
| Electricians:  | .\$ 34.73                     | 22.27                                   |  |
| ELEC0577-003 06/01/2019  |                               |   |  |
| CALUMET (except Township of New Hincluding Townships of Berlin, St. (N. part including Townships of One and Springfield), OUTAGAMIE, WAUH COUNTIES | t Marie, and<br>Crystal Lake, | Seneca), MARQUETTE<br>Neshkoro, Newton, |  |
|  | Rates                         | Fringes                                 |  |
| Electricians:  | .\$ 33.15<br>                 | 28.50%+10.00                            |  |
| DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES                                 |                               |   |  |
|  | Rates                         | Fringes                                 |  |
| Electricians:  | .\$ 35.91<br>                 | 25.95%+10.83                            |  |
| REMAINING COUNTIES   |                               |   |  |
|  | Rates                         | Fringes                                 |  |
| Power Equipment Operator Group 1   |                               | 22.45<br>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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<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

\_\_\_\_\_\_

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   |
| •       | 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<br>.\$ 29.16<br>.\$ 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

TEAM0020 001 06/01/2010

| TEAM0039-001 | 06/0 | 1/2019 |
|--------------|------|--------|
|--------------|------|--------|

| Rates         | Fringes                   |
|---------------|---------------------------|
|               | 22.03                     |
| .\$ 29.72<br> | 22.03                     |
| .\$ 16.52     | 3.70                      |
|               | Rates .\$ 29.57 .\$ 29.72 |

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

- etc.) that the requestor considers relevant to the issue.
- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

# NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

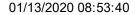
Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.







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Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount   |
|----------------------------|--|--------------------------------------|------------|--------------|
| 0002                       | 201.0105<br>Clearing   | 82.000<br>STA                        |            |              |
| 0004                       | 201.0205<br>Grubbing   | 23.000<br>STA                        |            |              |
| 0006                       | 203.0100<br>Removing Small Pipe Culverts   | 36.000<br>EACH                       | <u> </u>   |              |
| 0008                       | 203.0200<br>Removing Old Structure (station) 01.<br>841+75.00                                  | LS                                   | LUMP SUM   | <del>.</del> |
| 0010                       | 203.0200<br>Removing Old Structure (station) 02.<br>819+37                                     | LS                                   | LUMP SUM   |              |
| 0012                       | 203.0600.S<br>Removing Old Structure Over Waterway<br>With Minimal Debris (station) 01. 619+84 | LS                                   | LUMP SUM   |              |
| 0014                       | 203.0600.S<br>Removing Old Structure Over Waterway<br>With Minimal Debris (station) 02. 731+19 | LS                                   | LUMP SUM   | <u> </u>     |
| 0016                       | 203.0600.S<br>Removing Old Structure Over Waterway<br>With Minimal Debris (station) 03. 879+80 | LS                                   | LUMP SUM   | ·            |
| 0018                       | 204.0100<br>Removing Pavement  | 544.000<br>SY                        | ·          |              |
| 0020                       | 204.0110<br>Removing Asphaltic Surface   | 9,223.000<br>SY                      |            |              |
| 0022                       | 204.0115<br>Removing Asphaltic Surface Butt Joints   | 2,377.000<br>SY                      |            |              |
| 0024                       | 204.0150<br>Removing Curb & Gutter   | 6,614.000<br>LF                      |            |              |
| 0026                       | 204.0155<br>Removing Concrete Sidewalk   | 3,331.000<br>SY                      |            |              |
| 0028                       | 204.0165<br>Removing Guardrail   | 2,464.000<br>LF                      |            |              |
| 0030                       | 204.0190<br>Removing Surface Drains  | 3.000<br>EACH                        |            |              |





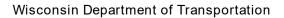
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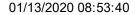
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SECTION: 0001 Contract Items

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|----------------------------|--|--------------------------------------|-------------|--------------|
| 0032                       | 204.0195<br>Removing Concrete Bases  | 2.000<br>EACH                        | <u> </u>    |              |
| 0034                       | 204.0210<br>Removing Manholes  | 12.000<br>EACH                       | <u> </u>    |              |
| 0036                       | 204.0215<br>Removing Catch Basins  | 4.000<br>EACH                        |             |              |
| 0038                       | 204.0220<br>Removing Inlets  | 18.000<br>EACH                       |             |              |
| 0040                       | 204.0245 Removing Storm Sewer (size) 01. 12-Inch   | 1,579.000<br>LF                      |             |              |
| 0042                       | 204.0245 Removing Storm Sewer (size) 02. 18-Inch   | 868.000<br>LF                        | ·           |              |
| 0044                       | 204.0245<br>Removing Storm Sewer (size) 03. 24-<br>Inch  | 1,074.000<br>LF                      | ·           |              |
| 0046                       | 204.9105.S<br>Removing (item description) 01. 925+75<br>Rt                                       | LS                                   | LUMP SUM    |              |
| 0048                       | 204.9105.S<br>Removing (item description) 01.<br>Landscape Block Retaining Wall STA<br>925+75 Rt | LS                                   | LUMP SUM    | ·            |
| 0050                       | 205.0100<br>Excavation Common  | 29,514.000<br>CY                     |             | ·            |
| 0052                       | 205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil                      | 380.000<br>TON                       | <del></del> | <del>.</del> |
| 0054                       | 206.1000 Excavation for Structures Bridges (structure) 01. B-62-124                              | LS                                   | LUMP SUM    |              |
| 0056                       | 206.1000 Excavation for Structures Bridges (structure) 02. B-62-125                              | LS                                   | LUMP SUM    | ·            |
| 0058                       | 206.1000<br>Excavation for Structures Bridges<br>(structure) 03. B-62-126                        | LS                                   | LUMP SUM    |              |







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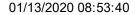
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SECTION: 0001 Contract Items

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|----------------------------|---|--------------------------------------|------------|--------------|
| 0060                       | 206.2000<br>Excavation for Structures Culverts<br>(structure) 01. C-62-344    | LS                                   | LUMP SUM   | <del>.</del> |
| 0062                       | 206.5000<br>Cofferdams (structure) 01. B-62-124                               | LS                                   | LUMP SUM   |              |
| 0064                       | 210.1500<br>Backfill Structure Type A   | 966.000<br>TON                       |            |              |
| 0066                       | 210.2500<br>Backfill Structure Type B   | 1,144.000<br>TON                     | <u> </u>   |              |
| 0068                       | 211.0600.S<br>Prepare CIR Foundation for HMA Layer<br>01. 5163-09-71          | 1.000<br>SY                          | ·          |              |
| 0070                       | 211.0700.S<br>Prepare Foundation for CIR Pavement<br>(project) 01. 5163-09-71 | LS                                   | LUMP SUM   |              |
| 0072                       | 211.0800.S<br>Base Repair for CIR Pavement                                    | 538.000<br>CY                        |            |              |
| 0074                       | 213.0100<br>Finishing Roadway (project) 01. 5163-<br>09-71                    | 1.000<br>EACH                        | ·          | ·            |
| 0076                       | 213.0100<br>Finishing Roadway (project) 02. 5163-<br>09-72                    | 1.000<br>EACH                        | ·          | ·            |
| 0078                       | 305.0110<br>Base Aggregate Dense 3/4-Inch                                     | 5,368.000<br>TON                     |            |              |
| 0800                       | 305.0120<br>Base Aggregate Dense 1 1/4-Inch                                   | 49,818.000<br>TON                    |            |              |
| 0082                       | 305.0410<br>Aggregate Detours   | 100.000<br>TON                       |            |              |
| 0084                       | 305.0500<br>Shaping Shoulders   | 501.000<br>STA                       | <u> </u>   |              |
| 0086                       | 311.0115<br>Breaker Run   | 80.000<br>CY                         | <u> </u>   |              |
| 0088                       | 312.0110<br>Select Crushed Material   | 9,380.000<br>TON                     |            |              |







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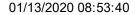
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SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID Description                                      | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0090                       | 327.1000.S<br>CIR Asphaltic Base Layer                   | 111,952.000<br>SY                    | <u> </u>   | ·          |
| 0092                       | 330.0100<br>Mill and Relay                               | 14,237.000<br>SY                     |            |            |
| 0094                       | 415.0310<br>Concrete Alley                               | 21.000<br>SY                         | ·          |            |
| 0096                       | 415.0410<br>Concrete Pavement Approach Slab              | 409.000<br>SY                        | ·          |            |
| 0098                       | 416.0160<br>Concrete Driveway 6-Inch                     | 425.000<br>SY                        | ·          |            |
| 0100                       | 416.0260<br>Concrete Driveway HES 6-Inch                 | 116.000<br>SY                        | ·          |            |
| 0102                       | 416.0610<br>Drilled Tie Bars                             | 14.000<br>EACH                       |            | ·          |
| 0104                       | 416.1010<br>Concrete Surface Drains                      | 36.100<br>CY                         | <u>-</u>   |            |
| 0106                       | 450.4000<br>HMA Cold Weather Paving                      | 34,057.000<br>TON                    | ·          |            |
| 0108                       | 455.0605<br>Tack Coat                                    | 14,541.000<br>GAL                    | <u> </u>   |            |
| 0110                       | 455.0770.S<br>Asphalt Stabilizing Agent                  | 755.000<br>TON                       |            |            |
| 0112                       | 460.2000<br>Incentive Density HMA Pavement               | 17,340.000<br>DOL                    | 1.00000    | 17,340.00  |
| 0114                       | 460.6224<br>HMA Pavement 4 MT 58-28 S                    | 34,057.000<br>TON                    | <u> </u>   |            |
| 0116                       | 465.0105<br>Asphaltic Surface                            | 1,145.000<br>TON                     | <u> </u>   |            |
| 0118                       | 465.0120 Asphaltic Surface Driveways and Field Entrances | 888.000<br>TON                       |            | ·          |
| 0120                       | 465.0425 Asphaltic Shoulder Rumble Strips 2-Lane Rural   | 56,528.000<br>LF                     | ·          |            |
|                            |  |                                      |            |            |







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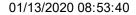
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SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description                                       | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0122                       | 465.0475<br>Asphalt Centerline Rumble Strips 2-Lane<br>Rural | 25,689.000<br>LF                     | <u> </u>   | ·          |
| 0124                       | 501.1000.S<br>Ice Hot Weather Concreting                     | 12,450.000<br>LB                     |            |            |
| 0126                       | 502.0100<br>Concrete Masonry Bridges                         | 2,100.000<br>CY                      |            |            |
| 0128                       | 502.3200<br>Protective Surface Treatment                     | 3,531.000<br>SY                      |            |            |
| 0130                       | 502.3210<br>Pigmented Surface Sealer                         | 696.000<br>SY                        | <u> </u>   |            |
| 0132                       | 503.0128<br>Prestressed Girder Type I 28-Inch                | 991.000<br>LF                        |            |            |
| 0134                       | 503.0137<br>Prestressed Girder Type I 36W-Inch               | 1,622.000<br>LF                      |            |            |
| 0136                       | 503.0155<br>Prestressed Girder Type I 54W-Inch               | 696.000<br>LF                        |            |            |
| 0138                       | 504.0100<br>Concrete Masonry Culverts                        | 120.000<br>CY                        |            |            |
| 0140                       | 504.0900<br>Concrete Masonry Endwalls                        | 11.750<br>CY                         |            |            |
| 0142                       | 505.0400<br>Bar Steel Reinforcement HS Structures            | 47,335.000<br>LB                     | <u> </u>   |            |
| 0144                       | 505.0600 Bar Steel Reinforcement HS Coated Structures        | 320,600.000<br>LB                    | ·          | ·          |
| 0146                       | 505.0800.S Bar Steel Reinforcement HS Stainless Structures   | 4,800.000<br>LB                      | ·          | ·          |
| 0148                       | 505.0904<br>Bar Couplers No. 4                               | 18.000<br>EACH                       |            |            |
| 0150                       | 505.0905<br>Bar Couplers No. 5                               | 435.000<br>EACH                      |            |            |
| 0152                       | 505.0906<br>Bar Couplers No. 6                               | 64.000<br>EACH                       | <u> </u>   |            |







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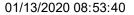
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SECTION: 0001 Contract Items

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|----------------------------|--|--------------------------------------|------------|------------|
| 0154                       | 505.0908<br>Bar Couplers No. 8                                   | 48.000<br>EACH                       | ·          | ·          |
| 0156                       | 506.2605<br>Bearing Pads Elastomeric Non-<br>Laminated           | 94.000<br>EACH                       |            | <u>-</u>   |
| 0158                       | 506.4000<br>Steel Diaphragms (structure) 01. B-62-<br>124        | 32.000<br>EACH                       |            | ·          |
| 0160                       | 506.4000<br>Steel Diaphragms (structure) 02. B-62-<br>125        | 18.000<br>EACH                       | ·          | ·          |
| 0162                       | 506.4000<br>Steel Diaphragms (structure) 03. B-62-<br>126        | 10.000<br>EACH                       |            | <u></u> .  |
| 0164                       | 511.1200<br>Temporary Shoring (structure) 01. B-62-<br>126       | 880.000<br>SF                        |            | ·          |
| 0166                       | 511.1200<br>Temporary Shoring (structure) 02. C-62-<br>334       | 480.000<br>SF                        | ·          | ·          |
| 0168                       | 516.0500<br>Rubberized Membrane Waterproofing                    | 112.000<br>SY                        |            |            |
| 0170                       | 520.8000<br>Concrete Collars for Pipe                            | 1.000<br>EACH                        |            | <u> </u>   |
| 0172                       | 522.0424<br>Culvert Pipe Reinforced Concrete Class<br>IV 24-Inch | 1,384.000<br>LF                      |            | ·          |
| 0174                       | 522.0430<br>Culvert Pipe Reinforced Concrete Class<br>IV 30-Inch | 352.000<br>LF                        | <u> </u>   |            |
| 0176                       | 522.0436<br>Culvert Pipe Reinforced Concrete Class<br>IV 36-Inch | 358.000<br>LF                        | ·          |            |
| 0178                       | 522.0448 Culvert Pipe Reinforced Concrete Class IV 48-Inch       | 302.000<br>LF                        |            |            |
| 0180                       | 522.0460 Culvert Pipe Reinforced Concrete Class IV 60-Inch       | 74.000<br>LF                         | ·          | <u> </u>   |







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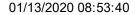
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|----------------------------|--|--------------------------------------|--------------|------------|
| 0182                       | 522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch       | 44.000<br>EACH                       |              | <u>-</u>   |
| 0184                       | 522.1030<br>Apron Endwalls for Culvert Pipe<br>Reinforced Concrete 30-Inch | 8.000<br>EACH                        | ·            | ·          |
| 0186                       | 522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch       | 13.000<br>EACH                       |              | <u> </u>   |
| 0188                       | 522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch       | 5.000<br>EACH                        | <u>-</u>     | <u> </u>   |
| 0190                       | 522.1060<br>Apron Endwalls for Culvert Pipe<br>Reinforced Concrete 60-Inch | 2.000<br>EACH                        |              | <u> </u>   |
| 0192                       | 550.1100<br>Piling Steel HP 10-Inch X 42 Lb                                | 3,700.000<br>LF                      | <del>.</del> | ·          |
| 0194                       | 550.1120<br>Piling Steel HP 12-Inch X 53 Lb                                | 2,255.000<br>LF                      |              |            |
| 0196                       | 550.1140<br>Piling Steel HP 14-Inch X 73 Lb                                | 4,380.000<br>LF                      | ·            |            |
| 0198                       | 550.2146 Piling CIP Concrete 14 X 0.375-Inch                               | 1,530.000<br>LF                      |              |            |
| 0200                       | 601.0411<br>Concrete Curb & Gutter 30-Inch Type D                          | 8,249.000<br>LF                      | <u> </u>     |            |
| 0202                       | 601.0557<br>Concrete Curb & Gutter 6-Inch Sloped<br>36-Inch Type D         | 487.000<br>LF                        |              | <u> </u>   |
| 0204                       | 601.0600<br>Concrete Curb Pedestrian                                       | 44.000<br>LF                         |              |            |
| 0206                       | 602.0405<br>Concrete Sidewalk 4-Inch                                       | 33,249.000<br>SF                     |              |            |
| 0208                       | 602.0415<br>Concrete Sidewalk 6-Inch                                       | 4,177.000<br>SF                      |              |            |
| 0210                       | 602.0505<br>Curb Ramp Detectable Warning Field<br>Yellow                   | 350.000<br>SF                        | ·            |            |







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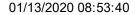
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| Proposal<br>Line<br>Number | Item ID<br>Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount  |
|----------------------------|---|--------------------------------------|------------|-------------|
| 0212                       | 603.8000<br>Concrete Barrier Temporary Precast<br>Delivered           | 1,300.000<br>LF                      | ·          | ·           |
| 0214                       | 603.8125<br>Concrete Barrier Temporary Precast<br>Installed           | 2,600.000<br>LF                      |            | ·           |
| 0216                       | 606.0200<br>Riprap Medium   | 265.000<br>CY                        | ·          | ·           |
| 0218                       | 606.0300<br>Riprap Heavy  | 1,710.000<br>CY                      | <u> </u>   |             |
| 0220                       | 608.0312<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 12-Inch | 624.000<br>LF                        |            | ·           |
| 0222                       | 608.0315<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 15-Inch | 138.000<br>LF                        |            | <del></del> |
| 0224                       | 608.0318<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 18-Inch | 78.000<br>LF                         |            | <del></del> |
| 0226                       | 608.0324<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 24-Inch | 929.000<br>LF                        |            | <u> </u>    |
| 0228                       | 608.0330<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 30-Inch | 2,310.000<br>LF                      |            | ·           |
| 0230                       | 608.0336<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 36-Inch | 240.000<br>LF                        |            | ·           |
| 0232                       | 608.0342<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 42-Inch | 279.000<br>LF                        |            | ·           |
| 0234                       | 608.0412<br>Storm Sewer Pipe Reinforced Concrete<br>Class IV 12-Inch  | 766.000<br>LF                        |            |             |
| 0236                       | 608.0442<br>Storm Sewer Pipe Reinforced Concrete<br>Class IV 42-Inch  | 94.000<br>LF                         |            | ·           |
| 0238                       | 611.0530<br>Manhole Covers Type J                                     | 15.000<br>EACH                       |            |             |







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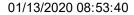
Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|---|--------------------------------------|------------|------------|
| 0240                       | 611.0609<br>Inlet Covers Type B-A                               | 2.000<br>EACH                        | <u> </u>   | <u> </u>   |
| 0242                       | 611.0624<br>Inlet Covers Type H                                 | 39.000<br>EACH                       |            | ·          |
| 0244                       | 611.0642<br>Inlet Covers Type MS                                | 1.000<br>EACH                        | <u></u>    |            |
| 0246                       | 611.2004<br>Manholes 4-FT Diameter                              | 2.000<br>EACH                        | ·          |            |
| 0248                       | 611.2005<br>Manholes 5-FT Diameter                              | 8.000<br>EACH                        | <u></u>    |            |
| 0250                       | 611.2006<br>Manholes 6-FT Diameter                              | 3.000<br>EACH                        |            |            |
| 0252                       | 611.2008<br>Manholes 8-FT Diameter                              | 1.000<br>EACH                        |            |            |
| 0254                       | 611.3220<br>Inlets 2x2-FT                                       | 2.000<br>EACH                        | <u> </u>   | <u> </u>   |
| 0256                       | 611.3230<br>Inlets 2x3-FT                                       | 38.000<br>EACH                       | <u> </u>   |            |
| 0258                       | 611.3901<br>Inlets Median 1 Grate                               | 1.000<br>EACH                        | <u> </u>   |            |
| 0260                       | 611.3902<br>Inlets Median 2 Grate                               | 2.000<br>EACH                        | <u> </u>   |            |
| 0262                       | 611.8120.S<br>Cover Plates Temporary                            | 15.000<br>EACH                       | <u> </u>   |            |
| 0264                       | 612.0406<br>Pipe Underdrain Wrapped 6-Inch                      | 660.000<br>LF                        | <u> </u>   |            |
| 0266                       | 614.0150<br>Anchor Assemblies for Steel Plate Beam<br>Guard     | 12.000<br>EACH                       | ·          | ·          |
| 0268                       | 614.0370<br>Steel Plate Beam Guard Energy<br>Absorbing Terminal | 1.000<br>EACH                        | ·          | :          |
| 0270                       | 614.0400<br>Adjusting Steel Plate Beam Guard                    | 280.000<br>LF                        |            | ·          |







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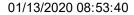
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Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0272                       | 614.2300<br>MGS Guardrail 3  | 750.000<br>LF                        |            |            |
| 0274                       | 614.2330<br>MGS Guardrail 3 K  | 9,725.000<br>LF                      |            | <u> </u>   |
| 0276                       | 614.2340<br>MGS Guardrail 3 L  | 337.500<br>LF                        | <u></u>    |            |
| 0278                       | 614.2500<br>MGS Thrie Beam Transition  | 472.800<br>LF                        |            | ·          |
| 0280                       | 614.2610<br>MGS Guardrail Terminal EAT                                       | 20.000<br>EACH                       |            | ·          |
| 0282                       | 618.0100<br>Maintenance And Repair of Haul Roads<br>(project) 01. 5163-09-71 | 1.000<br>EACH                        | <u> </u>   | ·          |
| 0284                       | 618.0100<br>Maintenance And Repair of Haul Roads<br>(project) 02. 5163-09-72 | 1.000<br>EACH                        | ·          | ·          |
| 0286                       | 619.1000<br>Mobilization   | 1.000<br>EACH                        |            |            |
| 0288                       | 620.0100<br>Concrete Corrugated Median                                       | 16,177.000<br>SF                     |            |            |
| 0290                       | 624.0100<br>Water  | 481.700<br>MGAL                      |            | ·          |
| 0292                       | 625.0100<br>Topsoil  | 37,695.000<br>SY                     |            | ·          |
| 0294                       | 627.0200<br>Mulching   | 10,401.000<br>SY                     |            | ·          |
| 0296                       | 628.1104<br>Erosion Bales  | 110.000<br>EACH                      | ·          |            |
| 0298                       | 628.1504<br>Silt Fence   | 12,523.000<br>LF                     |            |            |
| 0300                       | 628.1520<br>Silt Fence Maintenance   | 12,523.000<br>LF                     |            | ·          |
| 0302                       | 628.1550<br>Silt Screen  | 2,067.000<br>LF                      |            |            |







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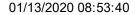
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SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description                              | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|---|--------------------------------------|------------|------------|
| 0304                       | 628.1905<br>Mobilizations Erosion Control           | 14.000<br>EACH                       |            |            |
| 0306                       | 628.1910<br>Mobilizations Emergency Erosion Control | 7.000<br>EACH                        |            |            |
| 0308                       | 628.2004<br>Erosion Mat Class I Type B              | 18,777.000<br>SY                     |            |            |
| 0310                       | 628.2008<br>Erosion Mat Urban Class I Type B        | 21,822.000<br>SY                     |            | <u></u>    |
| 0312                       | 628.2023<br>Erosion Mat Class II Type B             | 907.000<br>SY                        |            |            |
| 0314                       | 628.6005<br>Turbidity Barriers                      | 1,741.000<br>SY                      |            |            |
| 0316                       | 628.7005<br>Inlet Protection Type A                 | 1.000<br>EACH                        |            |            |
| 0318                       | 628.7015<br>Inlet Protection Type C                 | 41.000<br>EACH                       |            | ·          |
| 0320                       | 628.7504<br>Temporary Ditch Checks                  | 372.000<br>LF                        |            |            |
| 0322                       | 628.7555<br>Culvert Pipe Checks                     | 135.000<br>EACH                      |            | ·          |
| 0324                       | 628.7560<br>Tracking Pads                           | 2.000<br>EACH                        |            |            |
| 0326                       | 628.7570<br>Rock Bags                               | 20.000<br>EACH                       |            |            |
| 0328                       | 629.0210<br>Fertilizer Type B                       | 25.400<br>CWT                        |            |            |
| 0330                       | 630.0120<br>Seeding Mixture No. 20                  | 634.000<br>LB                        |            |            |
| 0332                       | 630.0130<br>Seeding Mixture No. 30                  | 292.000<br>LB                        | <u> </u>   |            |
| 0334                       | 630.0200<br>Seeding Temporary                       | 1,050.000<br>LB                      |            | <u> </u>   |
| 0336                       | 630.0500<br>Seed Water                              | 641.000<br>MGAL                      |            |            |
|                            |   |                                      |            |            |







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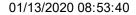
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SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID  Description                              | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|---|--------------------------------------|------------|------------|
| 0338                       | 633.5200<br>Markers Culvert End                   | 76.000<br>EACH                       |            |            |
| 0340                       | 634.0614<br>Posts Wood 4x6-Inch X 14-FT           | 35.000<br>EACH                       |            |            |
| 0342                       | 634.0616<br>Posts Wood 4x6-Inch X 16-FT           | 32.000<br>EACH                       |            | <u> </u>   |
| 0344                       | 634.0618<br>Posts Wood 4x6-Inch X 18-FT           | 4.000<br>EACH                        |            |            |
| 0346                       | 637.2210<br>Signs Type II Reflective H            | 441.000<br>SF                        |            |            |
| 0348                       | 637.2230<br>Signs Type II Reflective F            | 126.750<br>SF                        |            |            |
| 0350                       | 638.2102<br>Moving Signs Type II                  | 3.000<br>EACH                        |            |            |
| 0352                       | 638.2602<br>Removing Signs Type II                | 84.000<br>EACH                       |            | <u> </u>   |
| 0354                       | 638.3000<br>Removing Small Sign Supports          | 80.000<br>EACH                       |            | ·          |
| 0356                       | 638.4000<br>Moving Small Sign Supports            | 2.000<br>EACH                        |            | <u> </u>   |
| 0358                       | 642.5201<br>Field Office Type C                   | 1.000<br>EACH                        |            |            |
| 0360                       | 643.0300<br>Traffic Control Drums                 | 34,829.000<br>DAY                    |            |            |
| 0362                       | 643.0410<br>Traffic Control Barricades Type II    | 1,706.000<br>DAY                     |            |            |
| 0364                       | 643.0420<br>Traffic Control Barricades Type III   | 19,036.000<br>DAY                    |            |            |
| 0366                       | 643.0705<br>Traffic Control Warning Lights Type A | 28,822.000<br>DAY                    |            |            |
| 0368                       | 643.0715 Traffic Control Warning Lights Type C    | 3,665.000<br>DAY                     |            |            |
| 0370                       | 643.0900<br>Traffic Control Signs                 | 69,245.000<br>DAY                    | ·          | <u> </u>   |







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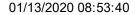
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SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description                                    | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount  |
|----------------------------|---|--------------------------------------|------------|-------------|
| 0372                       | 643.0910 Traffic Control Covering Signs Type I            | 1.000<br>EACH                        |            | <u> </u>    |
| 0374                       | 643.0920<br>Traffic Control Covering Signs Type II        | 1.000<br>EACH                        |            |             |
| 0376                       | 643.1050<br>Traffic Control Signs PCMS                    | 28.000<br>DAY                        | <u>-</u>   |             |
| 0378                       | 643.1070<br>Traffic Control Cones 42-Inch                 | 1,980.000<br>DAY                     | <u></u>    | <del></del> |
| 0380                       | 643.5000<br>Traffic Control                               | 1.000<br>EACH                        | <u></u>    | <del></del> |
| 0382                       | 644.1410<br>Temporary Pedestrian Surface Asphalt          | 6,271.000<br>SF                      | <u> </u>   |             |
| 0384                       | 644.1420<br>Temporary Pedestrian Surface Plywood          | 1,480.000<br>SF                      |            | ·           |
| 0386                       | 644.1601<br>Temporary Pedestrian Curb Ramp                | 608.000<br>DAY                       | ·          | ·           |
| 0388                       | 644.1810<br>Temporary Pedestrian Barricade                | 4,747.000<br>LF                      | <u> </u>   |             |
| 0390                       | 645.0105<br>Geotextile Type C                             | 240.000<br>SY                        | <u> </u>   |             |
| 0392                       | 645.0111<br>Geotextile Type DF Schedule A                 | 286.000<br>SY                        | <u> </u>   |             |
| 0394                       | 645.0120<br>Geotextile Type HR                            | 3,519.000<br>SY                      | <u> </u>   |             |
| 0396                       | 645.0220<br>Geogrid Type SR                               | 6,506.000<br>SY                      | <u></u>    |             |
| 0398                       | 646.1020<br>Marking Line Epoxy 4-Inch                     | 27,216.000<br>LF                     |            |             |
| 0400                       | 646.1040<br>Marking Line Grooved Wet Ref Epoxy 4-<br>Inch | 62,390.000<br>LF                     | ·          | ·           |
| 0402                       | 646.3020<br>Marking Line Epoxy 8-Inch                     | 1,633.000<br>LF                      |            | ·           |







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Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount  |
|----------------------------|---|--------------------------------------|------------|-------------|
| 0404                       | 646.5020<br>Marking Arrow Epoxy                               | 12.000<br>EACH                       | <u></u>    | <u> </u>    |
| 0406                       | 646.5120<br>Marking Word Epoxy                                | 6.000<br>EACH                        | ·          |             |
| 0408                       | 646.6020<br>Marking Stop Line Epoxy 12-Inch                   | 186.000<br>LF                        |            |             |
| 0410                       | 646.6464<br>Cold Weather Marking Epoxy 4-Inch                 | 6,566.000<br>LF                      |            |             |
| 0412                       | 646.6468<br>Cold Weather Marking Epoxy 8-Inch                 | 325.000<br>LF                        | ·          |             |
| 0414                       | 646.7120<br>Marking Diagonal Epoxy 12-Inch                    | 184.000<br>LF                        | <u></u>    |             |
| 0416                       | 646.7420<br>Marking Crosswalk Epoxy Transverse<br>Line 6-Inch | 1,130.000<br>LF                      |            |             |
| 0418                       | 646.8020<br>Marking Corrugated Median Epoxy                   | 6,440.000<br>SF                      | ·          | <u> </u>    |
| 0420                       | 646.8120<br>Marking Curb Epoxy                                | 1,248.000<br>LF                      |            |             |
| 0422                       | 646.8220<br>Marking Island Nose Epoxy                         | 6.000<br>EACH                        | ·          |             |
| 0424                       | 648.0100<br>Locating No-Passing Zones                         | 7.790<br>MI                          |            |             |
| 0426                       | 649.0105<br>Temporary Marking Line Paint 4-Inch               | 35,287.000<br>LF                     |            | <del></del> |
| 0428                       | 649.0120<br>Temporary Marking Line Epoxy 4-Inch               | 15,981.000<br>LF                     |            |             |
| 0430                       | 649.0805<br>Temporary Marking Stop Line Paint 18-<br>Inch     | 26.000<br>LF                         | ·          | ·           |
| 0432                       | 650.4000<br>Construction Staking Storm Sewer                  | 71.000<br>EACH                       |            |             |
| 0434                       | 650.4500<br>Construction Staking Subgrade                     | 14,252.000<br>LF                     | ·          | ·           |





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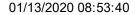
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SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount   |
|----------------------------|--|--------------------------------------|------------|--------------|
| 0436                       | 650.5000<br>Construction Staking Base  | 14,252.000<br>LF                     |            |              |
| 0438                       | 650.5500<br>Construction Staking Curb Gutter and<br>Curb & Gutter  | 8,530.000<br>LF                      | ·          | <del></del>  |
| 0440                       | 650.6000<br>Construction Staking Pipe Culverts   | 36.000<br>EACH                       |            |              |
| 0442                       | 650.6500<br>Construction Staking Structure Layout<br>(structure) 01. B-62-124                                  | LS                                   | LUMP SUM   | ·            |
| 0444                       | 650.6500<br>Construction Staking Structure Layout<br>(structure) 02. B-62-125                                  | LS                                   | LUMP SUM   |              |
| 0446                       | 650.6500<br>Construction Staking Structure Layout<br>(structure) 03. B-62-126                                  | LS                                   | LUMP SUM   | ·            |
| 0448                       | 650.6500<br>Construction Staking Structure Layout<br>(structure) 04. C-62-334                                  | LS                                   | LUMP SUM   |              |
| 0450                       | 650.6500<br>Construction Staking Structure Layout<br>(structure) 05. STA 925+60 RT to STA<br>318 'B'+52 RT     | LS                                   | LUMP SUM   | <del>.</del> |
| 0452                       | 650.6500<br>Construction Staking Structure Layout<br>(structure) 06. STA 318 'B'+69 LT to STA<br>318 'B'+95 LT | LS                                   | LUMP SUM   | <del>.</del> |
| 0454                       | 650.6500<br>Construction Staking Structure Layout<br>(structure) 07. STA 319 'B'+31 LT to STA<br>320 'B'+28 LT | LS                                   | LUMP SUM   |              |
| 0456                       | 650.8000<br>Construction Staking Resurfacing<br>Reference  | 27,243.000<br>LF                     | ·          |              |
| 0458                       | 650.8500 Construction Staking Electrical Installations (project) 01. 5163-09-72                                | LS                                   | LUMP SUM   | ·            |
| 0460                       | 650.9000<br>Construction Staking Curb Ramps  | 28.000<br>EACH                       |            |              |







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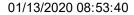
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SECTION: 0001 Contract Items

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|----------------------------|---|--------------------------------------|------------|--------------|
| 0462                       | 650.9910<br>Construction Staking Supplemental<br>Control (project) 01. 5163-09-71 | LS                                   | LUMP SUM   | <del>.</del> |
| 0464                       | 650.9910<br>Construction Staking Supplemental<br>Control (project) 02. 5163-09-72 | LS                                   | LUMP SUM   |              |
| 0466                       | 650.9920<br>Construction Staking Slope Stakes                                     | 14,252.000<br>LF                     |            |              |
| 0468                       | 652.0225<br>Conduit Rigid Nonmetallic Schedule 40<br>2-Inch                       | 2,896.000<br>LF                      | ·          |              |
| 0470                       | 652.0235<br>Conduit Rigid Nonmetallic Schedule 40<br>3-Inch                       | 36.000<br>LF                         | ·          | <del>.</del> |
| 0472                       | 653.0164 Pull Boxes Non-Conductive 24x42-Inch                                     | 10.000<br>EACH                       |            |              |
| 0474                       | 654.0105<br>Concrete Bases Type 5   | 14.000<br>EACH                       |            |              |
| 0476                       | 654.0224<br>Concrete Control Cabinet Bases Type<br>L24                            | 1.000<br>EACH                        | ·          |              |
| 0478                       | 655.0610<br>Electrical Wire Lighting 12 AWG                                       | 3,687.000<br>LF                      |            |              |
| 0480                       | 655.0620<br>Electrical Wire Lighting 8 AWG  | 8,160.000<br>LF                      |            |              |
| 0482                       | 656.0200<br>Electrical Service Meter Breaker<br>Pedestal (location) 01. 938+90 RT | LS                                   | LUMP SUM   |              |
| 0484                       | 657.0255<br>Transformer Bases Breakaway 11 1/2-<br>Inch Bolt Circle               | 14.000<br>EACH                       | ·          |              |
| 0486                       | 657.0322<br>Poles Type 5-Aluminum   | 14.000<br>EACH                       |            |              |
| 0488                       | 657.0710<br>Luminaire Arms Truss Type 4 1/2-Inch<br>Clamp 12-FT                   | 14.000<br>EACH                       | ·          |              |
| 0490                       | 659.1115<br>Luminaires Utility LED A  | 14.000<br>EACH                       |            | ·            |







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| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0492                       | 659.2124<br>Lighting Control Cabinets 120/240 24-<br>Inch                                    | 1.000<br>EACH                        |            |            |
| 0494                       | 661.0100 Temporary Traffic Signals for Bridges (structure) 01. B-62-126, Spring Coulee Creek | LS                                   | LUMP SUM   | <u>-</u>   |
| 0496                       | 661.0100 Temporary Traffic Signals for Bridges (structure) 02. C-62-334                      | LS                                   | LUMP SUM   | ·          |
| 0498                       | 690.0150<br>Sawing Asphalt   | 12,821.000<br>LF                     | <u> </u>   |            |
| 0500                       | 690.0250<br>Sawing Concrete  | 2,453.000<br>LF                      |            |            |
| 0502                       | 715.0502<br>Incentive Strength Concrete Structures   | 12,600.000<br>DOL                    | 1.00000    | 12,600.00  |
| 0504                       | 740.0440<br>Incentive IRI Ride   | 27,500.000<br>DOL                    | 1.00000    | 27,500.00  |
| 0506                       | ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR   | 1,500.000<br>HRS                     | 5.00000    | 7,500.00   |
| 0508                       | ASP.1T0G<br>On-the-Job Training Graduate at<br>\$5.00/HR                                     | 1,000.000<br>HRS                     | 5.00000    | 5,000.00   |
| 0510                       | SPV.0055 Special 01. Incentive Density PWL HMA Pavement                                      | 20,683.000<br>DOL                    | 1.00000    | 20,683.00  |
| 0512                       | SPV.0055<br>Special 02. Incentive Air Voids PWL HMA<br>Pavement                              | 33,198.000<br>DOL                    | 1.00000    | 33,198.00  |
| 0514                       | SPV.0060<br>Special 01. 6" Gate Valve and Box  | 10.000<br>EACH                       | <u> </u>   |            |
| 0516                       | SPV.0060<br>Special 02. 8" Gate Valve and Box  | 6.000<br>EACH                        |            |            |
| 0518                       | SPV.0060<br>Special 03. 12" Gate Valve and Box   | 12.000<br>EACH                       |            |            |





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Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID  Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount  |
|----------------------------|---|--------------------------------------|------------|-------------|
| 0520                       | SPV.0060<br>Special 04. Fire Hydrant                              | 11.000<br>EACH                       | <u> </u>   | ·           |
| 0522                       | SPV.0060<br>Special 05. 1" Curb Stop & Box                        | 71.000<br>EACH                       | <u></u>    | <u></u>     |
| 0524                       | SPV.0060<br>Special 06. 2" Curb Stop & Box                        | 8.000<br>EACH                        | ·          | <u></u>     |
| 0526                       | SPV.0060<br>Special 07. 1" Corporation                            | 71.000<br>EACH                       | ·          | <u></u>     |
| 0528                       | SPV.0060<br>Special 08. 2" Corporation                            | 8.000<br>EACH                        | ·          | <u></u>     |
| 0530                       | SPV.0060<br>Special 09. Connect To Exist Water<br>Service         | 79.000<br>EACH                       | ·          |             |
| 0532                       | SPV.0060<br>Special 10. Connect to Existing Water<br>Main, 8-Inch | 9.000<br>EACH                        |            |             |
| 0534                       | SPV.0060<br>Special 11. Lower Water Main                          | 5.000<br>EACH                        |            |             |
| 0536                       | SPV.0060<br>Special 12. Adjusting Existing Water<br>Main Valve    | 2.000<br>EACH                        |            | <del></del> |
| 0538                       | SPV.0060<br>Special 13. Sanitary Manholes, Type 1                 | 16.000<br>EACH                       |            |             |
| 0540                       | SPV.0060<br>Special 14. Drop Section                              | 2.000<br>EACH                        | <u> </u>   |             |
| 0542                       | SPV.0060<br>Special 15. Wye, 8-Inch x 4-Inch                      | 5.000<br>EACH                        | <u> </u>   |             |
| 0544                       | SPV.0060<br>Special 16. Wye, 10-Inch x 4-Inch                     | 57.000<br>EACH                       | ·          |             |
| 0546                       | SPV.0060<br>Special 17. Wye, 10-Inch x 4-Inch (C900)              | 9.000<br>EACH                        |            |             |
| 0548                       | SPV.0060<br>Special 18. Wye, 10-Inch x 6-Inch                     | 7.000<br>EACH                        |            |             |
| 0550                       | SPV.0060<br>Special 19. Wye, 10-Inch x 6-Inch (C900)              | 2.000<br>EACH                        |            |             |





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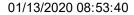
Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0552                       | SPV.0060<br>Special 20. Connect to Existing Sanitary<br>Service, 4-Inch            | 71.000<br>EACH                       | ·          |            |
| 0554                       | SPV.0060<br>Special 21. Connect to Existing Sanitary<br>Service, 6-Inch            | 9.000<br>EACH                        | <u> </u>   | <u> </u>   |
| 0556                       | SPV.0060<br>Special 22. Connect to Existing Sanitary<br>Sewer                      | 5.000<br>EACH                        | <u></u>    | <u> </u>   |
| 0558                       | SPV.0060<br>Special 23. Sanitary Plug, 10-Inch                                     | 1.000<br>EACH                        |            |            |
| 0560                       | SPV.0060<br>Special 24. Sanitary Clean Out   | 3.000<br>EACH                        |            |            |
| 0562                       | SPV.0060<br>Special 25. Adjusting Manhole Covers                                   | 16.000<br>EACH                       |            |            |
| 0564                       | SPV.0060<br>Special 26. Underwater Substructure<br>Inspection B-62-124             | 1.000<br>EACH                        |            | <u></u>    |
| 0566                       | SPV.0060<br>Special 27. HMA Percent Within Limits<br>(PWL) Test Strips Volumetrics | 5.000<br>EACH                        |            | ·          |
| 0568                       | SPV.0060<br>Special 28. HMA Percent Within Limits<br>(PWL) Test Strips Density     | 4.000<br>EACH                        |            | ·          |
| 0570                       | SPV.0070<br>Special 01. Sprayed Asphaltic Surface<br>Treatment                     | 1,841.000<br>GAL                     | ·          | <u> </u>   |
| 0572                       | SPV.0085<br>Special 01. Water Main Fittings  | 2,950.000<br>LB                      |            |            |
| 0574                       | SPV.0090<br>Special 01. Ductile Iron Watermain, 6-<br>Inch                         | 215.000<br>LF                        | ·          | ·          |
| 0576                       | SPV.0090<br>Special 02. Ductile Iron Watermain, 8-Inch                             | 705.000<br>LF                        | ·          | ·          |
| 0578                       | SPV.0090<br>Special 03. Ductile Iron Watermain, 12-Inch                            | 3,384.000<br>LF                      |            |            |







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Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount   |
|----------------------------|---|--------------------------------------|------------|--------------|
| 0580                       | SPV.0090<br>Special 04. Water Service, 1-Inch                                       | 2,397.000<br>LF                      | <u> </u>   |              |
| 0582                       | SPV.0090<br>Special 05. Water Service, 2-Inch                                       | 205.000<br>LF                        | ·          | ·            |
| 0584                       | SPV.0090<br>Special 06. Sanitary Sewer, 8-Inch                                      | 430.000<br>LF                        |            |              |
| 0586                       | SPV.0090<br>Special 07. Sanitary Sewer, 8-Inch<br>(C900)                            | 41.000<br>LF                         | <u> </u>   | ·            |
| 0588                       | SPV.0090<br>Special 08. Sanitary Sewer, 10-Inch                                     | 3,045.000<br>LF                      | ·          |              |
| 0590                       | SPV.0090<br>Special 09. Sanitary Sewer, 10-Inch<br>(C900)                           | 658.000<br>LF                        |            |              |
| 0592                       | SPV.0090<br>Special 10. Sanitary Service 4-Inch                                     | 2,098.000<br>LF                      |            |              |
| 0594                       | SPV.0090<br>Special 11. Sanitary Service 4-Inch<br>(C900)                           | 320.000<br>LF                        |            | <del>.</del> |
| 0596                       | SPV.0090<br>Special 12. Sanitary Service 6-Inch                                     | 285.000<br>LF                        |            |              |
| 0598                       | SPV.0090<br>Special 13. Sanitary Service 6-Inch<br>(C900)                           | 104.000<br>LF                        |            | <u> </u>     |
| 0600                       | SPV.0090<br>Special 14. Concrete Curb and Gutter<br>HES 30-Inch, Type D             | 254.000<br>LF                        | ·          | <del></del>  |
| 0602                       | SPV.0090<br>Special 15. Construction Staking Curb &<br>Gutter Rural Special         | 904.000<br>LF                        |            | ·            |
| 0604                       | SPV.0090<br>Special 16. Construction Staking<br>Corrugated Median                   | 3,400.000<br>LF                      | ·          | ·            |
| 0606                       | SPV.0105<br>Special 03. Rectangular Rapid Flashing<br>Beacon System (School Street) | LS                                   | LUMP SUM   |              |



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Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0608                       | SPV.0105<br>Special 04. Abandon Existing Water<br>System   | LS                                   | LUMP SUM   | ·          |
| 0610                       | SPV.0105<br>Special 05. Abandon Existing Sewer<br>System   | LS                                   | LUMP SUM   | ·          |
| 0612                       | SPV.0165<br>Special 01. Concrete Sidewalk HES 6-<br>Inch   | 1,167.000<br>SF                      |            | ·          |
| 0614                       | SPV.0165<br>Special 02. Wall Modular Block<br>Mechanically Stabilized Earth (STA<br>925+60 RT to STA 318'  | 158.000<br>SF                        |            | ·          |
| 0616                       | SPV.0165<br>Special 03. Wall Modular Mechanically<br>Stabilized Earth (STA 318'B'+69 LT to<br>STA 318'B'+9 | 84.000<br>SF                         | ·          | ·          |
| 0618                       | SPV.0165<br>Special 04. Wall Modular Block<br>Mechanically Stabilized Earth (STA<br>319'B'+31 LT to STA 32 | 301.000<br>SF                        |            | ·          |
| 0620                       | SPV.0165<br>Special 05. Insulation   | 5,632.000<br>SF                      |            | ·          |
| 0622                       | SPV.0195<br>Special 02. 16-Inch X 2-Inch Select<br>Crushed Material  | 15,063.000<br>TON                    |            | ·          |
| 0624                       | SPV.0195<br>Special 03. Reclaimed Asphalt  | 927.000<br>TON                       |            |            |
|                            | Section: 00  | 01                                   | Total:     | ·          |

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

## PLEASE ATTACH SCHEDULE OF ITEMS HERE



## **Wisconsin Department of Transportation**

March 2, 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 March 10, 2020

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01-03, 05-14, 18-23, and 25-41; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposals 05 and 39; and WI 15 Heavy Davis Bacon Prevailing Wage Rates that are included in proposal 22. These wage rates are effective for all proposals they are included in in the March 10, 2020 letting. The updated wage rates are dated February 28, 2020 and are effective on or after March 9, 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 02/28/2020

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       |
| 2                   | 02/28/2020       |

BRWI0001-002 06/03/2019

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

Fringes Rates BRICKLAYER.....\$ 33.80 24.28 \_\_\_\_\_\_ BRWI0002-002 06/01/2019 ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES Rates Fringes BRICKLAYER.....\$ 39.94 23.30 -----BRWI0002-005 06/01/2019 ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 35.51 23.37 BRWI0003-002 06/03/2019 BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES Rates Fringes BRICKLAYER.....\$ 34.18 23.90 \_\_\_\_\_\_ BRWI0004-002 06/01/2019 KENOSHA, RACINE, AND WALWORTH COUNTIES Rates Fringes

BRWI0006-002 06/01/2019

BRICKLAYER.....\$ 38.43

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

25.10

|  | Rates      | Fringes        |
|--|------------|----------------|
| BRICKLAYER   | \$ 35.06   | 23.02          |
| BRWI0007-002 06/03/2019  |            |                |
| GREEN, LAFAYETTE, AND ROCK COUNT                                     | ΓIES       |                |
|  | Rates      | Fringes        |
| BRICKLAYER   | .\$ 35.57  | 24.22          |
| BRWI0008-002 06/01/2019  |            |                |
| MILWAUKEE, OZAUKEE, WASHINGTON,                                      | AND WAUKE  | SHA COUNTIES   |
|  | Rates      | Fringes        |
| BRICKLAYER   | .\$ 38.93  | 24.22          |
| BRWI0011-002 06/03/2019  |            |                |
| CALUMET, FOND DU LAC, MANITOWOC,                                     | , AND SHEB | OYGAN COUNTIES |
|  | Rates      | Fringes        |
| BRICKLAYER   | .\$ 34.18  | 23.90          |
| BRWI0019-002 06/03/2019  |            |                |
| BARRON, BUFFALO, BURNETT, CHIPPE<br>PIERCE, POLK, RUSK, ST. CROIX, S |            |                |
|  | Rates      | Fringes        |
| BRICKLAYER<br>BRWI0034-002 06/03/2019                                | •          | 24.68          |
| COLUMBIA AND SAUK COUNTIES   |            |                |
|  | Rates      | Fringes        |
| BRICKLAYER   | •          | 24.23          |
| CARP0087-001 05/01/2016  |            |                |
| BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.      |            |                |

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

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

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

#### CARP0252-010 06/01/2016

#### ASHLAND COUNTY

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

CARP0264-003 06/01/2016

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

|           | Rates    | Fringes |
|-----------|----------|---------|
| CARPENTER | \$ 35.78 | 22.11   |

-----

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

CARPENTER.....\$ 36.15 20.43

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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 |           |         |

2220021 007 007 037 20.

REMAINING COUNTIES

|                           | Kates    | Fringes |
|---------------------------|----------|---------|
| Teledata System Installer |          |         |
| Installer/Technician      | \$ 27.25 | 14.34   |

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT,

bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network). ELEC0127-002 06/01/2019 KENOSHA COUNTY Rates Fringes Electricians:.....\$ 40.49 30%+12.07 -----ELEC0158-002 06/03/2019 BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES Rates Fringes Electricians:.....\$ 33.52 29.75%+10.26 -----ELEC0159-003 06/01/2019 COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES Rates Fringes Electricians:.....\$ 40.30 \_\_\_\_\_ ELEC0219-004 06/01/2016 FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara) Fringes Rates

|                           | Naces    | Firinges |
|---------------------------|----------|----------|
| Electricians:             |          |          |
| Electrical contracts over |          |          |
| \$180,000                 | \$ 32.38 | 18.63    |

| Electrical contracts under \$180,000  | .\$ 30.18        | 18.42     |  |
|---|------------------|-----------|--|
| ELEC0242-005 05/16/2018   |                  |           |  |
| DOUGLAS COUNTY  |                  |           |  |
|   | Rates            | Fringes   |  |
| Electricians:   | .\$ 36.85        | 26.17     |  |
| ELEC0388-002 06/03/2019   |                  |           |  |
| ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES |                  |           |  |
|   | Rates            | Fringes   |  |
| Electricians:   | .\$ 33.56        | 26%+11.01 |  |
| ELEC0430-002 01/01/2020   |                  |           |  |
| RACINE COUNTY (Except Burlington  | Township)        |           |  |
|   | Rates            | Fringes   |  |
| Electricians:   | .\$ 40.30        | 22.19     |  |
| ELEC0494-005 06/01/2019   |                  |           |  |
| MILWAUKEE, OZAUKEE, WASHINGTON, A   | AND WAUKESHA COU | INTIES    |  |
|   | Rates            | Fringes   |  |
| Electricians:   |                  | 25.11     |  |
| ELEC0494-006 06/01/2019   |                  |           |  |
| CALUMET (Township of New Holstein including Chester Township), FONE (Schleswig), and SHEBOYGAN COUNTI   | D DU LAC, MANITO | _         |  |

Rates

Fringes

8

| Electricians: | \$ 34.73 | 22.27 |
|---------------|----------|-------|
|               |          |       |

ELEC0494-013 06/01/2019

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer              | \$ 20.53 | 18.13   |
| Technician             | \$ 30.18 | 19.58   |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

# ELEC0577-003 06/01/2019

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

|                         | Rates    | Fringes      |
|-------------------------|----------|--------------|
| Electricians:           | \$ 33.15 | 28.50%+10.00 |
| ELEC0890-003 06/01/2019 |          |              |

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

|                                 | Rates  | Fringes  |
|---------------------------------|--|--|
| Electricians:                   | \$ 35.91                                     | 25.95%+10.83                                       |
| * ELEC0953-001 06/02/2019       |  |  |
|                                 | Rates  | Fringes  |
| Line Construction:  (1) Lineman | \$ 42.78<br>\$ 38.02<br>\$ 33.27<br>\$ 30.89 | 21.43<br>19.80<br>18.40<br>16.88<br>16.11<br>14.60 |

ENGI0139-005 06/03/2019

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Power Equipment C | perator  |         |
| 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. |                  |           |  |
| IRON0008-003 06/01/2019   |                  |           |  |
| KENOSHA, MILWAUKEE, OZAUKEE, RAC  | INE, WALWORTH (N | .E. 2/3), |  |

WASHINGTON, AND WAUKESHA COUNTIES

|  |           | =8-5            |
|--|-----------|-----------------|
| IRONWORKER   | .\$ 37.12 | 27.87           |
| Paid Holidays: New Year's Day,<br>Day, Thanksgiving Day & Christ | , .       | July 4th, Labor |

Rates Fringes

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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   |

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#### 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   |
| 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   |
| LABO0113-002 06/03/2019 |           |         |

# MILWAUKEE AND WAUKESHA COUNTIES

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

# LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/03/2019

#### OZAUKEE AND WASHINGTON COUNTIES

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

#### LABORERS CLASSIFICATIONS

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

- GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);
- GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/03/2019

#### KENOSHA AND RACINE COUNTIES

|         | 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

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

#### LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/03/2019

DANE COUNTY

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

### LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

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

PAIN0108-002 06/01/2019

# RACINE COUNTY

| l                   | 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  |                 | 12.15                   |
| PAIN0259-004 05/01/2015                                    |                 |                         |
| BUFFALO, CRAWFORD, JACKSON, LA VERNON COUNTIES             | CROSSE, MONROE, | TREMPEALEAU, AND        |
|  | Rates           | Fringes                 |
| PAINTER  | •               | 12.45                   |
| PAIN0781-002 06/01/2019                                    |                 |                         |
| JEFFERSON, MILWAUKEE, OZAUKEE,                             | WASHINGTON, AND | WAUKESHA COUNTIES       |
|  | Rates           | Fringes                 |
| Painters: Bridge Brush Spray & Sandblast                   | \$ 32.95        | 23.86<br>23.86<br>23.86 |
| PAIN0802-002 06/01/2019                                    |                 |                         |
| COLUMBIA, DANE, DODGE, GRANT, G<br>ROCK, AND SAUK COUNTIES | REEN, IOWA, LAF | AYETTE, RICHLAND,       |
|  | Rates           | Fringes                 |
| PAINTER<br>Brush   | \$ 30.93        | 18.44                   |
| PREMIUM PAY: Structural Steel, Spray, Bridghour.           | ges = \$1.00 a  | dditional per           |
| PAIN0802-003 06/01/2019                                    |                 |                         |
| ADAMS, BROWN, CALUMET, CLARK, D                            | OOR, FOND DU LA | .C, 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 Spray Structural Steel | \$ 34.74                                     | 18.95<br>18.95<br>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<br>\$ 35.61<br>\$ 34.70<br>\$ 36.27 | 17.17<br>19.75<br>19.40<br>20.51<br>18.73<br>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

TENNOSO 004 05 /04 /0040

TEAM0039-001 06/01/2019

| Ra   | ates  | Fringes |
|--|-------|---------|
| TRUCK DRIVER  1 & 2 Axles\$ 2  3 or more Axles; Euclids Dumptor & Articulated, | 29.57 | 22.03   |
| Truck Mechanic\$ 2   | 29.72 | 22.03   |
| WELL DRILLER\$ 1   | 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: WI20200008 02/28/2020

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 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       |
| 2                   | 02/28/2020       |

BRWI0001-002 06/03/2019

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

Rates Fringes BRICKLAYER.....\$ 33.80 24.28 BRWI0002-002 06/01/2019 ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES Rates Fringes BRICKLAYER.....\$ 39.94 23.30 -----BRWI0002-005 06/01/2019 ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 35.51 23.37 BRWI0003-002 06/03/2019 BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES Rates Fringes BRICKLAYER.....\$ 34.18 23.90 -----BRWI0004-002 06/01/2019 KENOSHA, RACINE, AND WALWORTH COUNTIES Rates Fringes BRICKLAYER.....\$ 38.43 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 COUNT  | TIES            |          |  |
|   | Rates           | Fringes  |  |
| BRICKLAYER  |                 | 24.22    |  |
| BRWI0008-002 06/01/2019   |                 |          |  |
| MILWAUKEE, OZAUKEE, WASHINGTON,   | AND WAUKESHA CO | DUNTIES  |  |
|   | Rates           | Fringes  |  |
| BRICKLAYER  | .\$ 38.93       | 24.22    |  |
| BRWI0009-001 06/03/2019   |                 |          |  |
| GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES |                 |          |  |
|   | Rates           | Fringes  |  |
| BRICKLAYER  | .\$ 34.18       | 23.90    |  |
| BRWI0011-002 06/03/2019   |                 |          |  |
| CALUMET, FOND DU LAC, MANITOWOC,  | AND SHEBOYGAN   | COUNTIES |  |
|   | Rates           | Fringes  |  |
| BRICKLAYER  | .\$ 34.18       | 23.90    |  |
| BRWI0013-002 06/03/2019   |                 |          |  |
| DANE, GRANT, IOWA, AND RICHLAND COUNTIES  |                 |          |  |
|   | Rates           | Fringes  |  |
| BRICKLAYER  | •               | 24.23    |  |
| BRWI0019-002 06/03/2019   |                 |          |  |
| BARRON, BUFFALO, BURNETT, CHIPPE<br>PIERCE, POLK, RUSK, ST. CROIX, S                | -               |          |  |

Rates Fringes

BRICKLAYER.....\$ 33.40 24.68

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BRWI0021-002 06/03/2019

DODGE AND JEFFERSON COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.75 24.02

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BRWI0034-002 06/03/2019

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.56 24.23

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CARP0087-001 05/01/2016

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

Rates Fringes

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

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CARP0252-002 06/01/2016

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

Rates Fringes

| CARPENTER CARPENTER                          | ¢ 33 56          | 18.00          |  |
|--|------------------|----------------|--|
| MILLWRIGHT                                   |                  | 18.35          |  |
| PILEDRIVER                                   |                  | 18.00          |  |
| CARP0252-010 06/01/2016                      |                  |                |  |
| ASHLAND COUNTY                               |                  |                |  |
|  | Rates            | Fringes        |  |
| Carpenters                                   |                  |                |  |
| Carpenter                                    |                  | 18.00          |  |
| Millwright Pile Driver                       |                  | 18.35<br>18.00 |  |
|  | . p   54.12<br>  |                |  |
| CARP0264-003 06/01/2016                      |                  |                |  |
| KENOSHA, MILWAUKEE, OZAUKEE, RAC<br>COUNTIES | INE, WAUKESHA, A | ND WASHINGTON  |  |
|  |                  |                |  |
|  | Rates            | Fringes        |  |
| CARPENTER                                    |                  | 22.11          |  |
| CARP0361-004 05/01/2018                      |                  |                |  |
| BAYFIELD (West of Hwy 63) AND DO             | JGLAS COUNTIES   |                |  |
|  | Rates            | Fringes        |  |
| CARPENTER                                    | .\$ 36.15        | 20.43          |  |
| CARP2337-001 06/01/2016                      |                  |                |  |
| ZONE A: MILWAUKEE, OZAUKEE, WAUK             | ESHA AND WASHING | TON            |  |
| ZONE B: KENOSHA & RACINE                     |                  |                |  |
|  |                  |                |  |
|  | Rates            | Fringes        |  |
| PILEDRIVERMAN                                |                  |                |  |
| Zone A                                       | •                | 22.69          |  |
| Zone B                                       | -                | 22.69          |  |

\* CARP2337-003 06/01/2019

Rates Fringes

MILLWRIGHT

Zone A.....\$ 33.58 21.53 Zone B.....\$ 33.58 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

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ELEC0158-002 06/03/2019

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

Electricians:.....\$ 33.52 29.75%+10.26

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ELEC0159-003 06/01/2019

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and

Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

|                         | Rates     | Fringes |
|-------------------------|-----------|---------|
| Electricians:           | .\$ 40.30 | 22.24   |
| ELEC0219-004 06/01/2016 |           |         |

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

|                          | Rates    | Fringes |   |
|--------------------------|----------|---------|---|
| Electricians:            |          |         |   |
| Electrical contracts ove | r        |         |   |
| \$180,000                | \$ 32.38 | 18.63   |   |
| Electrical contracts und | er       |         |   |
| \$180,000                | \$ 30.18 | 18.42   |   |
|                          |          |         | - |
| ELEC0242-005 05/16/2018  |          |         |   |

DOUGLAS COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:           | \$ 36.85 | 26.17   |
| ELEC0388-002 06/03/2019 |          |         |

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 |   |
| FI FC0430-002 01/01/2020 |          |           | - |

RACINE COUNTY (Except Burlington Township)

Rates Fringes Electricians:.....\$ 40.30 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), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES Rates Fringes Electricians:.....\$ 34.73 22.27 ELEC0577-003 06/01/2019 CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES Rates Fringes Electricians:.....\$ 33.15 28.50%+10.00 ELEC0890-003 06/01/2019 DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES Rates Fringes Electricians:.....\$ 35.91 25.95%+10.83 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

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\$ Group 2\$ |                | 22.20                            |
| Group 3\$ Group 4\$ Group 5\$                | 39.46<br>38.41 | 22.20<br>22.20<br>22.20<br>22.20 |

#### HAZARDOUS WASTE PREMIUMS:

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

### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

- GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers
- GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)
- GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor
- GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.
- GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress

Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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### IRON0008-002 06/01/2019

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.

IRON0008-003 06/01/2019

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

Rates Fringes

IRONWORKER.....\$ 37.12

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

27.87

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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   |
|----------------------------------|---|
| \$ 35.50                         | 26.57   |
|                                  |   |
| of Edgerton an                   | d Milton), and  |
| Rates                            | Fringes   |
| \$ 40.25                         | 40.53   |
|                                  |   |
| -                                | CLAIRE, JACKSON,<br>AND TREMPEALEAU   |
| Rates                            | Fringes   |
| \$ 37.60                         | 29.40   |
|                                  |   |
| UGLAS, IRON, L<br>BURN COUNTIES  | INCOLN, ONEIDA,   |
| Rates                            | Fringes   |
| \$ 33.19                         | 29.40   |
| AND WAUKESHA                     | COUNTIES  |
| Rates                            | Fringes   |
| \$ 15.45<br>\$ 17.72<br>\$ 21.26 | 20.81<br>20.81<br>20.81<br>20.81  |
|                                  | \$ 35.50  Rates \$ 40.25 \$ 37.60  Rates \$ 37.60  Rates  AND WAUKESHA  Rates \$ 33.19  AND WAUKESHA  Rates \$ 15.45 \$ 17.72 |

Group 9.....\$ 36.50 20.81

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

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LAB00113-005 06/03/2019

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

|           | Rates     | Fringes |
|-----------|-----------|---------|
| 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

# MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

|  | 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  |          | 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,

<sup>\*</sup> LAB00113-009 06/03/2019

<sup>\*</sup>Compressed Air 15 - 30 lbs add \$2.00 to all classifications

<sup>\*</sup>Compressed Air over 30 lbs add \$3.00 to all classifications

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) |       |         |
| ,                       |       | 47.00   |
| Group 1\$               |       | 17.20   |
| Group 2\$               | 29.26 | 17.20   |
| Group 3\$               | 29.46 | 17.20   |
| Group 4\$               | 30.21 | 17.20   |

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

#### LABORER CLASSIFICATIONS:

# GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LABO0464-002 06/04/2018

### DANE AND DOUGLAS COUNTIES

|         | F   | Rates | Fringes |
|---------|-----|-------|---------|
| LABORER |     |       |         |
| Group   | 1\$ | 27.31 | 17.20   |
| Group   | 2\$ | 29.51 | 17.20   |
| Group   | 3\$ | 29.71 | 17.20   |
| Group   | 4\$ | 30.46 | 17.20   |

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add

\$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

### LABORERS CLASSIFICATIONS:

# GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB01091-010 06/04/2018

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| Laborers: (SEWER & WATER) |          |         |
| Group 1                   | \$ 27.10 | 17.20   |
| Group 2                   | \$ 29.16 | 17.20   |
| Group 3                   | \$ 29.36 | 17.20   |
| Group 4                   | \$ 30.11 | 17.20   |

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

# LABORERS CLASSIFICATIONS:

# GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders;

Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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PLAS0599-010 06/01/2017

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER |          |         |
| Area 1                         | \$ 39.46 | 17.17   |
| Area 2 (BAC)                   | \$ 35.07 | 19.75   |
| Area 3                         | \$ 35.61 | 19.40   |
| Area 4                         | \$ 34.70 | 20.51   |
| Area 5                         | \$ 36.27 | 18.73   |
| Area 6                         | \$ 32.02 | 22.99   |

#### AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

\_\_\_\_\_

TEAM0039-001 06/01/2019

Rates Fringes

TRUCK DRIVER

| 1 & 2 Axles          | \$ 29.57 | 22.03 |
|----------------------|----------|-------|
| 3 or more Axles; Euc | clids    |       |
| Dumptor & Articulate | ed,      |       |
| 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 02/28/2020

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 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       |
| 2                   | 02/28/2020       |

BOIL0107-001 01/01/2017

|             | Rates    | Fringes |
|-------------|----------|---------|
| BOILERMAKER |          |         |
| Boilermaker | \$ 35.65 | 29.89   |

Small Boiler Repair (under 25,000 lbs/hr).....\$ 26.91 16.00 BRWI0001-002 06/03/2019 CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND **VERNON COUNTIES** Rates Fringes BRICKLAYER.....\$ 33.80 24.28 -----BRWI0002-002 06/01/2019 ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES Rates Fringes BRICKLAYER.....\$ 39.94 23.30 ------BRWI0002-005 06/01/2019 ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 35.51 23.37 BRWI0003-002 06/03/2019 BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES Rates Fringes BRICKLAYER.....\$ 34.18 23.90 -----

KENOSHA, RACINE, AND WALWORTH COUNTIES

BRWI0004-002 06/01/2019

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  | \$ 35.57          | 24.22         |
| BRWI0008-002 06/01/2019   |                   |               |
| MILWAUKEE, OZAUKEE, WASHINGTON,                                 | AND WAUKESHA COL  | JNTIES        |
|   | Rates             | Fringes       |
| BRICKLAYER  | \$ 38.93          | 24.22         |
| BRWI0009-001 06/03/2019   |                   |               |
| GREEN LAKE, MARQUETTE, OUTAGAMI<br>AND WINNEBAGO COUNTIES       | E, SHAWANO, WAUPA | ACA, WASHARA, |
|   | Rates             | Fringes       |
| BRICKLAYER  | \$ 34.18          | 23.90         |
| BRWI0011-002 06/03/2019   |                   |               |
| CALUMET, FOND DU LAC, MANITOWOC                                 | , AND SHEBOYGAN ( | COUNTIES      |
|   | Rates             | Fringes       |
| BRICKLAYER  | •                 | 23.90         |
| BRWI0013-002 06/03/2019   |                   |               |
| DANE, GRANT, IOWA, AND RICHLAND                                 | COUNTIES          |               |

Rates Fringes

BRICKLAYER.....\$ 35.56 24.23

BRWI0019-002 06/03/2019

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

Rates Fringes

BRICKLAYER.....\$ 33.40 24.68

BRWI0021-002 06/03/2019

DODGE AND JEFFERSON COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.75 24.02

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BRWI0034-002 06/03/2019

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.56 24.23

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CARP0087-001 05/01/2016

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

Rates Fringes

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

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CARP0252-002 06/01/2016

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

of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CARPENTER               |          |         |
| CARPENTER               | \$ 33.56 | 18.00   |
| MILLWRIGHT              | \$ 35.08 | 18.35   |
| PILEDRIVER              | \$ 34.12 | 18.00   |
| CARP0252-010 06/01/2016 |          |         |

## ASHLAND COUNTY

| 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 DOUGLAS COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CARPENTER               | \$ 36.15 | 20.43   |
| CARR2227 001 06/01/2016 |          |         |

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

|  | Rates    | Fringes           |  |
|--|----------|-------------------|--|
| PILEDRIVERMAN  |          |                   |  |
| Zone A   |          | 22.69             |  |
| Zone B   |          | 22.69             |  |
| * CARP2337-003 06/01/2019                                    |          |                   |  |
|  | Rates    | Fringes           |  |
| MILLWRIGHT   |          |                   |  |
| Zone A   |          | 21.53             |  |
| Zone B   | \$ 33.58 | 21.53             |  |
| ZONE DEFINITIONS   |          |                   |  |
| ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES |          |                   |  |
| ZONE B: KENOSHA & RACINE COUNTI                              | ES       |                   |  |
|  |          |                   |  |
| ELEC0014-002 06/03/2019                                      |          |                   |  |
| 45W 4ND DADDON DAVETER DUE                                   |          | CUITABELIA CUARIC |  |

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 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 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 18.63 \$180,000.....\$ 32.38

Electrical contracts under

| \$180,000  | .\$ 30.18   | 18.42  |
|--|---|--|
| ELEC0242-005 05/16/2018  |   |  |
| DOUGLAS COUNTY   |   |  |
|  | Rates   | Fringes  |
| Electricians:  | .\$ 36.85   | 26.17  |
| ELEC0388-002 06/03/2019  |   |  |
| ADAMS, CLARK (Colby, Freemont, L<br>Sherwood, Unity), FOREST, JUNEA<br>MARINETTE (Beecher, Dunbar, Good<br>West of a line 6 miles West of t<br>County), ONEIDA, PORTAGE, SHAWAN<br>AND WOOD COUNTIES | U, LANGLADE, LIN<br>man & Pembine),<br>he West boundary | NCOLN, MARATHON,<br>MENOMINEE (Area<br>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,  | AND WAUKESHA COL  | JNTIES   |
|  | Rates   | Fringes  |
| Electricians:<br><br>ELEC0494-006 06/01/2019   | •   | 25.11  |
| CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES  |   |  |
|  | Rates   | Fringes  |
| Electricians:  | .\$ 34.73   | 22.27  |

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## ELEC0494-013 06/01/2019

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

| F                      | 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 |
| FLFC0890-003 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 | .\$ 42.78<br>.\$ 38.02<br>.\$ 33.27<br>.\$ 30.89 | 21.43<br>19.80<br>18.40<br>16.88<br>16.11<br>14.60 |
|                                 | . – – – – – – – .                                |  |

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

#### IRON0008-002 06/01/2019

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

| Rates | Fringes |
|-------|---------|
| 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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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, 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

IRONWORKER.....\$ 35.50 26.57

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   |  |
| 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

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

#### LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/03/2019

#### OZAUKEE AND WASHINGTON COUNTIES

|         | I   | Rates | Fringes |
|---------|-----|-------|---------|
| LABORER |     |       |         |
| Group   | 1\$ | 28.27 | 21.92   |
| Group   | 2\$ | 28.37 | 21.92   |
| Group   | 3\$ | 28.42 | 21.92   |
| Group   | 4\$ | 28.62 | 21.92   |
| Group   | 5\$ | 28.47 | 21.92   |
| Group   | 6\$ | 25.36 | 21.92   |

## LABORERS CLASSIFICATIONS

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

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/03/2019

#### KENOSHA AND RACINE COUNTIES

|         | R   | 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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## LABO0140-002 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   |

| Gr | up 4\$ | 33.19 | 17.54 |
|----|--------|-------|-------|
| Gr | up 5\$ | 33.04 | 17.54 |
| Gr | up 6\$ | 29.47 | 17.54 |

#### LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/03/2019

DANE COUNTY

|         | Rates     | Fringes |
|---------|-----------|---------|
|         |           |         |
| LABORER |           |         |
| Group   | 1\$ 33.12 | 2 17.54 |
| Group   | 2\$ 33.22 | 2 17.54 |
| Group   | 3\$ 33.27 | 7 17.54 |
| Group   | 4\$ 33.47 | 7 17.54 |
| Group   | 5\$ 33.32 | 2 17.54 |
| Group   | 6\$ 29.47 | 7 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   | <b>:</b>           |       |         |
| Brush,    | Roller\$           | 28.83 | 17.27   |
| Spray,    | Sandblast, Steel\$ | 29.43 | 17.27   |
|           |                    |       |         |

PAIN0108-002 06/01/2019

RACINE COUNTY

|                   | Rates    | Fringes |  |
|-------------------|----------|---------|--|
| Painters:         |          |         |  |
| Brush, Roller     | \$ 36.08 | 20.36   |  |
| Spray & Sandblast | \$ 37.08 | 20.36   |  |
|                   |          |         |  |

PAIN0259-002 05/01/2008

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

Rates Fringes

PAINTER......\$ 24.11 12.15

PAIN0259-004 05/01/2015

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

Rates Fringes

PAINTER......\$ 22.03 12.45

PAIN0781-002 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

|                   | Naces    | 11 Inges |  |
|-------------------|----------|----------|--|
| Painters:         |          |          |  |
| Bridge            | \$ 33.30 | 23.86    |  |
| Brush             | \$ 32.95 | 23.86    |  |
| Spray & Sandblast | \$ 33.70 | 23.86    |  |
|                   |          |          |  |

PAIN0802-002 06/01/2019

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

| ı               | Rates | Fringes |
|-----------------|-------|---------|
| PAINTER Brush\$ | 30.93 | 18.44   |

PREMIUM PAY:

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

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PAIN0802-003 06/01/2019

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

Rates Fringes

| PAINTER | \$ 30.93 | 18.58 |
|---------|----------|-------|
|         |          |       |

PAIN0934-001 06/01/2017

#### KENOSHA AND WALWORTH COUNTIES

|                  | Rates    | Fringes |       |
|------------------|----------|---------|-------|
| Painters:        |          |         |       |
| Brush            | \$ 33.74 | 18.95   |       |
| Spray            |          | 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

| ,  | ASHINGTON, A                              | ND WAUKESHA COUNTIES                     |
|--|---|--|
| AREA 5: DANE, GRANT, GREEN, I                      | IOWA, LAFAYE <sup>-</sup>                 | TTE, AND ROCK                            |
| AREA 6: KENOSHA AND RACINE COUN                    | NTIES                                     |  |
| PLUM0011-003 05/07/2018                            |   |  |
| ASHLAND, BAYFIELD, BURNETT, DOUG<br>COUNTIES       | GLAS, IRON, S                             | SAWYER, AND WASHBURN                     |
|  | Rates                                     | Fringes                                  |
| PLUMBER  | •   | 20.72                                    |
| PLUM0075-002 06/01/2016                            |   |  |
| MILWAUKEE, OZAUKEE, WASHINGTON,                    | AND WAUKESHA                              | A COUNTIES                               |
|  | Rates                                     | Fringes                                  |
| PLUMBER  | •   | 21.47                                    |
| PLUM0075-004 06/01/2016                            |   |  |
| 1 2010073 004 0070172010                           |   |  |
| DODGE (Watertown), GREEN, JEFFER COUNTIES          | RSON, LAFAYE                              | TTE, AND ROCK                            |
| DODGE (Watertown), GREEN, JEFFER                   | RSON, LAFAYE <sup>-</sup><br>Rates        |  |
| DODGE (Watertown), GREEN, JEFFER                   | Rates                                     |  |
| DODGE (Watertown), GREEN, JEFFER COUNTIES          | Rates                                     | Fringes                                  |
| DODGE (Watertown), GREEN, JEFFER COUNTIES  PLUMBER | Rates<br>\$ 40.52                         | Fringes<br>21.47                         |
| DODGE (Watertown), GREEN, JEFFER COUNTIES  PLUMBER | Rates<br>\$ 40.52                         | Fringes 21.47                            |
| DODGE (Watertown), GREEN, JEFFER COUNTIES  PLUMBER | Rates\$ 40.52 , RICHLAND AI Rates\$ 38.82 | Fringes 21.47                            |
| DODGE (Watertown), GREEN, JEFFER COUNTIES  PLUMBER | Rates\$ 40.52 , RICHLAND AI Rates\$ 38.82 | Fringes 21.47  ND SAUK COUNTIES  Fringes |

|  | Rates                            | Fringes           |
|--|----------------------------------|-------------------|
| 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 (extended to the later) ADAMS, BROWN, CALUMET, BROWN, CALUME | ΓΟWOC, MARINET<br>JTAGAMIE, SHAW | TE (except        |
|  | Rates                            | Fringes           |
| PLUMBER/PIPEFITTER   | \$ 36.74                         | 19.06             |
| PLUM0434-002 06/03/2018  |                                  |                   |
| BARON, BUFFALO, CHIPPEWA, CLARI<br>FLORENCE, FOREST, GRANT, JACKSO<br>LINCOLN, MARATHON, MONROE, ONE<br>PORTAGE, PRICE, RUSK, ST. CROIX<br>VILAS, AND WOOD COUNTIES  | ON, JUNEAU, LA<br>IDA, PEPIN, PI | CROSSE, LANGLADE, |
|  | Rates                            | Fringes           |
| PIPEFITTER   |                                  | 18.57             |
| PLUM0601-003 06/03/2019  |                                  |                   |
| DODGE (Watertown), GREEN, JEFF<br>OZAUKEE, ROCK, WASHINGTON AND N  |                                  |                   |
|  | Rates                            | Fringes           |
| PIPEFITTER   | •                                | 25.29             |
| PLUM0601-009 06/04/2017  |                                  |                   |
|  |                                  |                   |

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

|  | Rates    | Fringes |
|--|----------|---------|
| PIPEFITTER   | \$ 47.08 | 20.89   |
| TEAM0039-002 06/01/2019  |          |         |
|  | Rates    | Fringes |
| TRUCK DRIVER  1 & 2 Axle Trucks  3 or more axles; Euclids or Dumptor, Articulated                | \$ 29.57 | 22.03   |
| Truck, Mechanic  | \$ 29.72 | 22.03   |
| SUWI2011-001 11/16/2011  |          |         |
|  | Rates    | Fringes |
| WELL DRILLER\$ 16.52   |          |         |
| WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental. |          |         |

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_\_

END OF GENERAL DECISION"



# **Wisconsin Department of Transportation**

February 20, 2020

Division of Transportation Systems Development

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

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

## **NOTICE TO ALL CONTRACTORS:**

Proposal #05: 5163-09-71, WISC 2020 066

Genoa - Stoddard

STH 56 to S Village Limit Stoddard

**STH 35** 

**Vernon County** 

5163-09-72, WISC 2020 067 Main Street, V of Stoddard South V Limit to North V Limit

**STH 35** 

**Vernon County** 

5163-09-73

Main Street, Village of Stoddard Fr .29 M S STH 162 Northerly .91 Mi

**STH 35** 

**Vernon County** 

## Letting of March 10, 2020

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

## **Special Provisions:**

| Revised Special Provisions |  |  |
|----------------------------|--|--|
| Article<br>No.             | Description  |  |
| 30                         | HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item SPV.0060.27; HMA Percent Within Limits (PWL) Test Strip Density, Item SPV.0060.28 |  |

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

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

# ADDENDUM NO. 01 5163-09-71/72/73 February 20, 2020

#### **Special Provisions**

# 30. HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item SPV.0060.27; HMA Percent Within Limits (PWL) Test Strip Density Item SPV.0060.28.

Replace entire article language with the following:

## A Description

This special provision describes the Hot Mix Asphalt (HMA) density and volumetric testing tolerances required for an HMA test strip. An HMA test strip is required for contracts constructed under HMA Percent Within Limits (PWL) QMP. A density test strip is required for each pavement layer placed over a specific, uniform underlying material, unless specified otherwise in the plans. Each contract is restricted to a single mix design per mix type per layer (e.g., upper layer and lower layer may have different mix type specified or may have the same mix type with different mix designs). Each mix design requires a separate test strip. Density and volumetrics testing will be conducted on the same test strip whenever possible. Perform work according to standard spec 460 and as follows.

#### **B** Materials

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

#### **C** Construction

## C.1 Test Strip

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

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

## **C.1.1 Sampling and Testing Intervals**

## C.1.1.1 Volumetrics

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

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

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

## C.1.1.2 Density

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

## C.1.2 Field Tests

## C.1.2.1 Density

For contracts that include STSP 460-020 QMP Density in addition to PWL, a gauge comparison according to CMM 8-15.7 shall be completed prior to the day of test strip construction. Daily standardization of gauges on reference blocks and a project reference site shall be performed according to CMM 8-15.8. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer; therefore, a separate value shall be determined for each layer of each mix placed over a differing underlying material for the contract. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

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

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

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

will be applied to shoulders or appurtenances. However, unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 8-15.11.

## **C.1.3 Laboratory Tests**

#### C.1.3.1 Volumetrics

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

Theoretical maximum specific gravities of each mixture sample will be obtained according to AASHTO T 209 as modified in CMM 8-36.6.6. Bulk specific gravities of both gyratory compacted samples and field cores shall be determined according to AASHTO T 166 as modified in CMM 8-36.6.5. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for each QC and QV nuclear density gauge. The correction factor will be used throughout the remainder of the layer.

## C.2 Acceptance

#### **C.2.1 Volumetrics**

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

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

<sup>&</sup>lt;sup>[1]</sup> Asphalt content more than -0.5% below the JMF will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1.

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

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

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

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

#### C.2.2 Density

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

#### TABLE 460-3 MINIMUM REQUIRED DENSITY[1]

#### **MIXTURE TYPE**

| LAYER | LT & MT             | HT                  |
|-------|---------------------|---------------------|
| LOWER | 93.0 <sup>[2]</sup> | 93.0 <sup>[3]</sup> |
| UPPER | 93.0                | 93.0                |

<sup>[1]</sup> If any individual core density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer will investigate the acceptability of that material per CMM 8-15.11.

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

#### C.2.3 Test Strip Approval and Material Conformance

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

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

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

PWL Test Strip Approval and Material Conformance Criteria

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

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

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

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

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

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

If not conducted simultaneously, the mix portion of a test strip must accomplish (i) & (ii), while density must accomplish (iii) & (iv). If any applicable criteria are not achieved for a given test strip, the engineer, with authorization from the department's Bureau of Technical Services, will direct an additional test strip (or alternate plan approved by the department) be conducted to prove the criteria can be met prior to additional paving of that mix. For a density-only test strip, determination of mix conformance will be according to main production, i.e., HMA Pavement Percent Within Limits (PWL) QMP special provision.

#### **D** Measurement

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

#### E Payment

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

| ITEM NUMBER | DESCRIPTION  | UNIT |
|-------------|--|------|
| SPV.0060.27 | HMA Percent Within Limits (PWL) Test Strip Volumetrics | EACH |
| SPV.0060.28 | HMA Percent Within Limits (PWL) Test Strip Density     | EACH |

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

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

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

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in C.1 of this document, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each additional test strip (i.e. \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item. Pay adjustment will be calculated using 65 dollars per ton of HMA pavement. The department will pay for measured quantities of mix based on \$65/ton multiplied by the following pay adjustment:

#### PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY

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

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

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

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

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

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

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

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

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

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

| ITEM NUMBER | DESCRIPTION                        | UNIT |
|-------------|------------------------------------|------|
| SPV.0055.01 | Incentive Density PWL HMA Pavement | DOL  |
| SPV.0050.02 | Incentive Air Voids HMA Pavement   | DOL  |

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



# **Wisconsin Department of Transportation**

March 2,2020

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

5163-09-72, WISC 2020 067

Main Street, V of Stoddard

**STH 35** 

**Vernon County** 

**South V Limit to North V Limit** 

#### **NOTICE TO ALL CONTRACTORS:**

Proposal #05: 5163-09-71, WISC 2020 066

Genoa - Stoddard

STH 56 to S Village Limit Stoddard

**STH 35** 

**Vernon County** 

5163-09-73

Main Street, Village of Stoddard Fr .29 M S STH 162 Northerly .91 Mi

**STH 35** 

**Vernon County** 

## Letting of March 10, 2020

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

#### **Special Provisions:**

|                | F                        | Revised Special Provisions |
|----------------|--------------------------|----------------------------|
| Article<br>No. |                          | Description                |
| 3              | Prosecution and Progress |                            |

## **Schedule of Items:**

|             | Revised Bid Item Quantities                             |      |          |          |          |  |  |  |  |  |
|-------------|---|------|----------|----------|----------|--|--|--|--|--|
| Bid Item    | Item Description  | Unit | Old      | Revised  | Proposal |  |  |  |  |  |
| Did itelli  | item Description  | Oill | Quantity | Quantity | Total    |  |  |  |  |  |
| SPV.0060.27 | HMA Percent Within Limits (PWL) Test Strips Volumetrics | EA   | 5        | -4       | 1        |  |  |  |  |  |
| SPV.0060.28 | HMA Percent Within Limits (PWL) Test Strips Density     | EA   | 4        | -2       | 2        |  |  |  |  |  |

## Plan Sheets:

|               | Revised Plan Sheets  |  |  |  |  |  |  |
|---------------|--|--|--|--|--|--|--|
| Plan<br>Sheet | Plan Sheet Title (brief description of changes to sheet)   |  |  |  |  |  |  |
| 108           | Project 5163-09-71- Miscellaneous Quantities – Modified bottom Notes , deleted reference to Select Borrow Item Number 208.1100 and added reference to 16-Inch x 2-Inch Select Crushed Material Item Number SPV.0195.02 |  |  |  |  |  |  |
| 14            | Project 5163-09-72- Construction Details- Storm Sewer – Modified Inlet Structure Casting Elevation location  |  |  |  |  |  |  |
| 131           | Project 5163-09-72 - Miscellaneous Quantities- Added bottom note   |  |  |  |  |  |  |

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 5163-09-71, 5163-09-72 & 5163-09-73 March 2, 2020

#### **Special Provisions**

## 3. Prosecution and Progress.

Replace paragraph two under section titled Stage 3 Urban (5163-09-72 – STH 35-South Village Limits to Broadway Street with the following:

If the contractor fails to complete the work outlined above for Urban Stage 1 and Urban Stage 2 to reopen STH 35 and all local roadway intersections within Urban Stage 1 and Urban Stage 2 to local traffic prior to 12:01 AM, August 10, 2020, the department will assess the contractor \$1,875 in interim liquidated damages for each calendar day. 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.

#### Schedule of Items

Attached, dated March 2, 2020 are the revised Schedule of Items Pages 1 – 21.

#### **Plan Sheets**

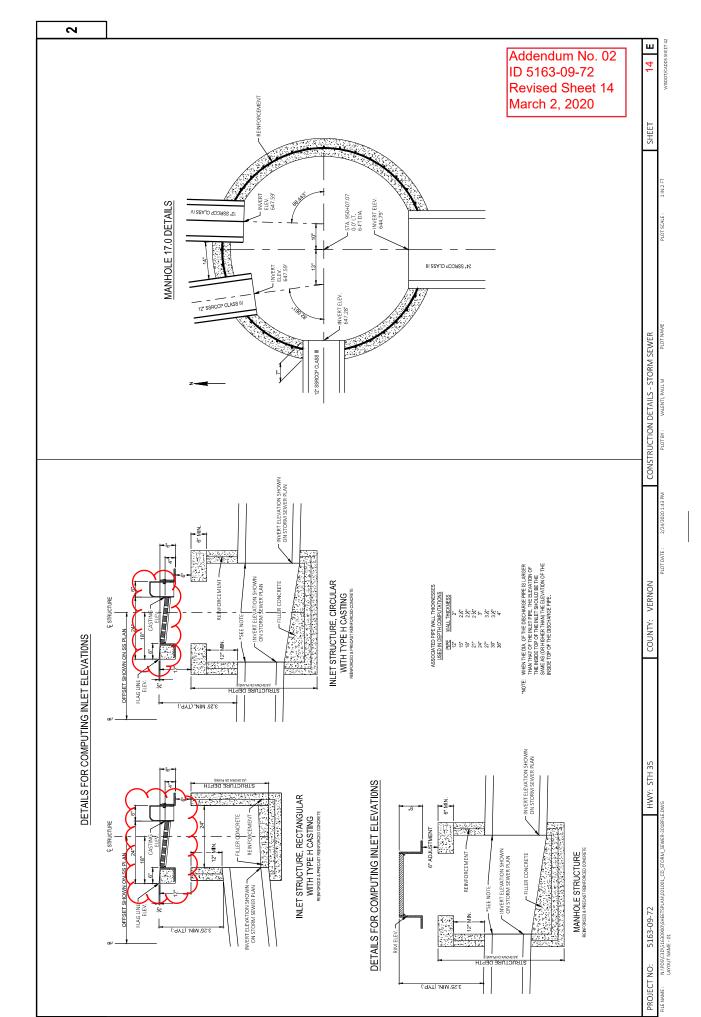
The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal

Revised: Project ID 5163-09-71 Page 108

Project ID 5163-09-72 Pages 14 and 131

**END OF ADDENDUM** 

| SPV.0195.02 16-                         | ATERIAL<br>Ton<br>(16) | )  | 0 COME FROM                                      | 327 PROJECT<br>0 5163-09-72 IE             | 0 NECESSARY                 | 327 SEE NOTE 15                         |                          | 879<br>0                                 | 0 0   | 2,481<br>859                            | 0<br>10,516                         | 14,735                            | 15,063          | Addendum No. 02<br>ID 5163-09-71<br>Revised Sheet 108<br>March 2, 2020   | 1        |
|---|------------------------|--|--|--|-----------------------------|---|--------------------------|--|---|---|-------------------------------------|-----------------------------------|-----------------|--|----------|
| 208.0100 SPV.<br>BORROW S               | , o ĕ                  | 0 0  | 0 0  | 000  | 000                         | 0                                       | •                        | 0 0                                      | 0 0   | 0 0                                     | 0 0                                 | 0                                 | 0               |  |          |
| MASS<br>ORDINATE +/-<br>(14)            |                        | 44 48                                      | 298  | 776  | 730                         | ŧ                                       | •                        | 565                                      | 130   | 315<br>1,091                            | 903                                 | -                                 | 6,128           |  |          |
| EXPANDED<br>FILL<br>(13)                | FACTOR<br>1.25         | 432  | 0 +  | - £ 5                                      | 3 8 8                       | 8                                       |                          | 2,662<br>242                             | 462<br>678  | -354                                    | 428                                 |                                   |                 |  | i<br>i   |
| UNEXPANDED<br>FILL                      |                        | 346  | 0 +  | 194  | 52 9                        | 645                                     |                          | 2,522<br>194                             | 370<br>542  | 936<br>262                              | 342<br>674                          | 5,842                             | 6,486           | Nos 3  |          |
| EXPANDED<br>ROCK<br>(12)                | FACTOR<br>1.10         | 0 0  | 0 0  | 000  | 000                         | 0                                       |                          | 0 0                                      | 0 0   | 0 0                                     | 0 0                                 | 0                                 | 0               | HOUGE, CAN BE BACKFILLED WITH BORROW, OR CUT AS WELL.  E. MARSH IN FILL REDUCTION FACTOR = X.1X  ITEM NUMBER SPV. 0185.02  REDUCED MARSH - REDUCED EBS) - FILL FACTOR  REDUCED MARSH - FLL FACTOR  REDUCED MASSH - FLL FACTOR  REDUCED MASSH - FLL FACTOR  FRES OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION  ESS OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION MINUS NDICATES A SHORTAGE OF MATERAL WITHIN THE DIVISION THE DIVISION THE DIVISION THE DIVISION THE DIVISION THE DI |          |
| EXPANDED<br>EBS<br>BACKFILL<br>(11)     | FACTOR<br>1.30         | 0 0  | 0 0  | 299  | 000                         | 588                                     | •                        | 0 0                                      | 0 0   | 1,981                                   | 0 6,505                             | 10,018                            | 10,316          | SE OF MATERIAL   |          |
| EXPANDED<br>MARSH<br>BACKFILL<br>(10)   | FACTOR<br>1.50         | 0 0  | 0 0  | 000  | 000                         | 0                                       |                          | 0 0                                      | 0 0   | 00                                      | 0 0                                 | 0                                 | 0               | WELL.  |          |
| REDUCED<br>EBS<br>IN FILL<br>(9)        | FACTOR<br>0.80         | 0 0  | 0 0  | - <del>1</del> -                           | 000                         | 184                                     |                          | 383                                      | 0 0   | 1,219                                   | 4,003                               | 6,165                             | 6,349           | Y, OR CUT AS   |          |
| REDUCED<br>MARSH<br>N IN FILL<br>(8)    | FACTOR<br>0.60         | 0 0  | 00   |  | 000                         | 0                                       |                          | 00                                       | 0 0   | 0 0                                     | 00                                  | 0                                 | 。<br>(          | TH BORROV  X 22X  Y 22X  O R  EBS) - FILL  O R   |          |
| 205.0200<br>ROCK<br>N EXCAVATION<br>(7) |                        | 0 0  | 00   | 000  | 000                         | 0                                       |                          | 0 0                                      | 0 0   | 00                                      | 0 0                                 | 0                                 | 0               | HOUGE, CAN BE BACKFILLED WITH BORROW, OR CL<br>E. MARSH IN FILL REDUCTION FACTOR = X.1X<br>S. N. FILL REDUCTION FACTOR = X.1X<br>S. N. FILL REDUCTION FACTOR = X.1X<br>REDUCED MARSH - FILL FACTOR<br>REDUCED MARSH - FILL FACTOR<br>RELUCED EBS) - FILL FACTOR<br>FILL FACTOR<br>ESS OF MATERIAL WITHIN THE DIVISION MINUS IN   |          |
| 205.0500<br>MARSH<br>EXCAVATION<br>(6)  |                        | 0 0  | 0 0  | 000  | 000                         | 0                                       |                          | 0 0                                      | 0 0   | 0 0                                     | 0 0                                 | 0                                 | 0               | 100 FOR STATE BY OUR BE BACKFILLED TO THE REDUCTION FACTOR STATE BY OUR STATE  |          |
| AVAILABLE<br>MATERIAL<br>(5)            |                        | 476  | 114  | 54 S                                       | 17                          | 1,323                                   |                          | 2,578                                    | 24  | 414                                     | 240                                 | 4,977                             | 906'9           |  |          |
| SALVAGED/<br>UNUSABLE<br>PAVEMENT       |                        | 0 0  | 0 0  | 000  | 000                         | 0                                       |                          | 0 0                                      | 0 0   | 0 0                                     | 0 0                                 | 0                                 | 0               | NOTE: THES IS DIVIDED.  ALL  ALL  ALL  BED FILL: -EXPA  BO FILL: -EXPA  BO FILL: -EXPA  BO FILL: -EXPA  BONSICY.   |          |
| 205.0100<br>COMMON EXCAVATION<br>(1)    | EBS<br>EXCAVATION (3)  | 0 0  | 00   | 230  | 000                         | 230                                     |                          | 0  | 0 0   | 1,524<br>687                            | 5,004                               | 7,706                             | 7,936           | CUT AND ESS EXCAVATON COLUMNS. ITEM NUMBER 205.01.  SELECT BORROW MATERIAL. NOTE: THS IS DESIGNERS OF USUABLE PAVEMENT MATERIAL.  UUSUABLE PAVEMENT MATERIAL.  SHI MATERIAL IS USUABLE IN FILLS OUTSDE THE 1:1 SLOPE. EB. STELED WITH 16 INCH X2.INCH SELECT CRUSHED MATERIAL SEXANDED FILL - EXPANDED ROCK.  EXPANDED FILL = (UNEXPANDED FILL - EXPANDED ROCK.  EXPANDED FILL = (UNEXPANDED FILL - EXPANDED ROCK.  EXPANDED FILL = (UNEXPANDED FILL - EXPANDED ROCK.)  TED FOR THE DIVISION PLUS QUANTITY INDICATES AN EXTONS WITH THE RATE OF 1:5 TONS/CY.   | 10 30411 |
| 2<br>COMMON                             | CUT<br>(2)             | 476  | 114  | 2 4 8                                      |                             | ľ                                       |                          | 2,578                                    | 25 25   | 414                                     | 240                                 | 4,977                             | 6,300           | JUTAND EBS ELECTEOROR ELECTEOROR SUABLE PA HMATTERIA TERIAL IS US TERIAL IS US TERIAL SON THE DOWN THE |          |
| LOCATION                                |                        | STH 56                                     | STH 56   | SYLVAN GLEN RD                             | SYLVAN GLEN RD              | CLANIA GLEIA ND                         |                          | STH 35<br>MAIN STREET                    | MAIN STREET<br>MAIN STREET                        | STH 35<br>STH 35                        | STH 35<br>STH 35                    | •                                 | Constant        | AVENMENT MATERAL AVENMENT MATERAL AVENMENT MATERAL UT - SALVAGEDUNU UT - SALVAGEDUNU UT - SALVAGEDUNU UT - SALVAGEDUNU CANATED EBS MAI KFILL THIS ST OB EF I UT - THIS ST OB EF I E - XXX E -  |          |
| FROM/TO STATION                         |                        | 01+14.58TB707+09.84TB'<br>600+90.62/603+20 | 00+75.2'A'/01+49'A'                              | 861+86.6/867+50<br>S00+66.48'SG'/01+30'SG' | 00+00.39'SGN/00+42.5'SGN' S | 021001000000000000000000000000000000000 | •                        | 617+00/647+00<br>15+58.67NM/17+73.58'NM' | _   | 728+00/739+99.95<br>814+63.01/821+21.51 | 839+48.75/844+07.5<br>867+50/889+50 |                                   | MONATION NATION | IN COMMON EXCAVATION IS THE SUAN OF THE CUT AND EBS EXCAVATION COLUMNS. ITEM NUMBER 206.01007  (1) SALVAGEDUNSALE PAVEMENT MATERIAL IS INCLUEED IN CUT.  (3) SALVAGEDUNSALE PAVEMENT MATERIAL IS INCLUEED IN CUT.  (3) SALVAGEDUNSALE PAVEMENT MATERIAL  (4) SALVAGEDUNSALE PAVEMENT MATERIAL  (5) SALVAGEDUNSALE PAVEMENT MATERIAL  (6) SALVAGEDUNSALE PAVEMENT MATERIAL  (7) SALVAGEDUNSALE PAVEMENT MATERIAL  (7) SALVAGEDUNSALE PAVEMENT MATERIAL  (1) SALVAGEDUNSALE PAVEMENT MATERIAL  (1) SALVAGEDUNSALE PAVEMENT MATERIAL  (1) SPANDED BRIS SACKELL - EXCAVATED BESS MATERIAL IN SOURCE BRIS IN FILL REDUCTION FACTOR = XZX  (1) SPANDED BRIS SACKELL - EXCAVATED BRIS MATERIAL. ITEM SOURCE BRIS IN THE REDUCTION FACTOR = XZX  (1) SPANDED BRIS SACKELL - EXCAVATED BRIS MATERIAL. ITEM NUMBER SPY. 0196.02  (1) SPANDED BRIS SACKELL - EXCAVATED BRIS MATERIAL. ITEM SOURCE BRIS IN THE FACTOR  OR EXPANDED BRIS SACKELL - EXCAVATED BRIS MATERIAL WITHIN THE DIVISION MINUS NOICATES A  (14) PER MASS ORDINATE - OR -CITY CALCULATED FOR THE DIVISION PLUS QUANTITY NUCKATES AN EXCESS OF MATERIAL WITHIN THE DIVISION, MINUS NOICATES A  (16) BPANDED SACKELL - EXCAVATED BRIS MATERIAL WITHIN THE DIVISION MINUS NOICATES A  (16) BPANDED SACKELL - EXCAVATED BRIS SACKELL - EXPANDED FOR THE DIVISION MINUS NOICATES A  (16) BPANDED SACKELL - EXCAVATED BRIS SACKELL - EXPANDED FOR THE TACTOR - CATACOR - CAT |          |
| NOISION                                 | DIVISION 1 (STAGE 1)   | STH 56 RT TURN BAY<br>STH 35               | STH 56 |  | SYLVAN GLEN INT. NE QUAD    | L                                       | DIVISION 1 (STAGE 2 & 3) | 62-125                                   | MAIN ST. GENOA - NE QUAD MAIN ST. GENOA - SE QUAD | B-62-126<br>C-62-045                    | C-62-334<br>B-62-124                | DIVISION 1 (STAGE 2 & 3) SUBTOTAL | GRAND TOTAL     | ······································   |          |



Addendum No. 02 ID 5163-09-72 Revised Sheet 131 March 2, 2020 ш

SHEET NO:

PLOT SCALE: 1:1

MISCELLANEOUS QUANTITIES
ORIGINATOR: DIST\_

COUNTY: VERNON

PLOT DATE: 2/24/2020 2:37 PM

FILE NAME: N:PDS\c3d\51630900\SheetsPlan\Working Plans (PDF) Folder/72\030202-mq\_pwl

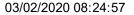
PROJECT NO: 5163-09-72

HWY: STH 35

\*These locations will be broken into their own sublots for the lower and upper layer. With the layer thicknesses being different than the test strip (or majority of the project), cores will be taken at the typical QV frequency. The results will be entered into the mainline production PWL spreadsheets the same as a QV test. The chain of custody requirements and testing will be completed similar to a test strip.

|   | evitneoni                                       | SO.2200.V92 Insmays9 AMH                              | 3"             | SZZ  | 4 MT 58-28 S                                     | Base Course    | Гауег                  |  | Sideline Intersections       |
|---|---|---|----------------|------|--|----------------|------------------------|--|------------------------------|
| Badger Street Storm Sewer               | department; Not eligible for                    | PWL Incentive Air Voids                               |                |      |  |                | Lower                  | 44+46,B, - 41+30,B,  |                              |
|   | Acceptance testing by the                       |   | 1              |      |  |                |                        | TT+#56 - 80+ES6  |                              |
| Badger Street                           |   |   | 1              |      |  |                |                        | 11+846 - 74+746  |                              |
| School Street                           |   |   | 1              |      |  |                |                        | SE+9t6 - 99+St6  |                              |
| 19912 10042                             |   |   | 1              |      |  |                |                        |  |                              |
| Broadway Street, Eest                   |   |   | 1              |      |  |                |                        | 88+686 - ÞZ+886  |                              |
| Broadway Street, West                   |   |   | 1              |      |  |                |                        | 85+656 - 47+856  |                              |
| Center Street, East                     |   |   | 1              |      |  |                |                        | 932+13 - 932+79  |                              |
| Center Street, West                     |   |   |                |      |  |                |                        | 62+73 - 635+79   |                              |
| Division Street                         |   |   | l              |      |  |                |                        | 8Z+9Z6 - 0Z+SZ6  |                              |
|   | evitneoni                                       | S0.2200.V92 Insmays AMH                               | ٦,,            | 575  | 4 MT 58-28 S                                     | 4 MT 58-28 S   | гауег                  | 00-300-02-300  | Sideline Intersections       |
|   |   |   | "C             | 32.0 | 2 9C-92 TM N                                     | 2 9C-93 TM N   |                        |  | 2 idoling Intersections      |
|   | department; Not eligible for                    | PWL Incentive Air Voids                               | l              |      |  |                | Upper                  | ,8,06+47 - ,8,94+40,B,   |                              |
|   | Acceptance testing by the                       |   | l              |      |  |                |                        | 11+426 - 80+536  |                              |
| Badger Street                           |   |   |                |      |  |                | ĺ                      | II+8b6 - Zb+Zb6  |                              |
| School Street                           |   |   | l              |      |  |                |                        | 942+976 - 99+37  |                              |
| Broadway Street, Eest                   |   |   | l              |      |  |                |                        | 8E+6E6 - ⊅Z+8E6  |                              |
| Broadway Street, West                   |   |   | l              |      |  |                |                        | 88+686 - 47+886  |                              |
| Center Street, East                     |   |   | l              |      |  |                |                        | 932+13 - 932+79  |                              |
|   |   |   | l              |      |  |                |                        |  |                              |
| Center Street, West                     |   |   | l              |      |  |                |                        | 932+13 - 932+79  |                              |
| Division Street                         |   |   | l              |      |  |                |                        | 82+976 - 07+28   |                              |
|   | incentive                                       | AMH Pavement SPV.0055.02                              | 3"             | 178  | 2 8Z-8S TM ₽                                     | Base Course    | гауег                  |  | STH 162 Shoulders            |
| l                                       | department; Not eligible for                    | PWL Incentive Air Voids                               |                |      |  |                | Lower                  | 317+90 - 322+20  |                              |
| includes parking lane and park entrance | Acceptance testing by the                       |   |                |      |  |                |                        |  |                              |
| operator tree bee prelibrilyed sabiibal |   | 701000014 103110111048                                |                |      | 0.07.00.00                                       | 0.07.00        | 10 (00                 | 317+92 - 322+20  | 01001001107071117            |
| l                                       | incentive                                       | SO.2200.V92 Insmays AMH                               | ٦,,            | 58   | 2 82-82 TM 4                                     | 4 MT 58-28 S   | Layer                  |  | STH 162 Shoulders            |
| ŀ                                       | department; Not eligible for                    | PWL Incentive Air Voids                               |                |      |  |                | Upper                  | 317+90 - 322+20  |                              |
| includes parking lane and park entrance | Acceptance testing by the                       |   |                |      |  |                | 1                      | 317+92 - 322+20  |                              |
|   | іисеидле  | HMA Pavement SPV.0055.02                              | 3"             | 76T  | 4 MT 58-28 S                                     | Base Course    | гауег                  |  | STH 162 Driving Lane         |
|   | department; Not eligible for                    | PWL Incentive Air Voids                               |                |      | 5 50 65 15 17                                    |                | Lower                  | 317+90 - 322+20  | 1                            |
| l                                       |   | abioValA ovitagoal IM/Q                               |                |      |  |                | aomo j                 |  |                              |
|   | Acceptance testing by the                       |   |                |      |  |                |                        | 317+92 - 322+20  |                              |
|   | evitreoni                                       | HMA Pavement SPV.0055.02                              | ٦,,            | 178  | 4 MT 58-28 S                                     | 4 MT 58-28 S   | Гауег                  |  | STH 162 Driving Lane         |
| ļ                                       | department; Not eligible for                    | PWL Incentive Air Voids                               |                |      |  |                | Upper                  | 317+90 - 322+20  |                              |
|   | Acceptance testing by the                       |   |                |      |  |                |                        | 317+92 - 322+20  |                              |
|   | іисбициб  | SO.2200.V92 Insmayed AMH                              | "£             | 1401 | 2 82-82 TM 4                                     | Base Course    | гэлег                  | 30.000 00.210  | STH 35 Shoulders             |
|   |   |   | 3"             | LUVI | 2 9C-82 TM A                                     | could) esea    |                        |  | **ablund2.35 HT2             |
|   | department; Not eligible for                    | PWL Incentive Air Voids                               |                |      |  |                | Lower                  |  |                              |
| l                                       | Acceptance testing by the                       |   |                |      |  |                |                        | 00+656 - TT+#56  |                              |
| l                                       |   |   |                |      |  |                |                        | TT+#S6 - 00+9#6  |                              |
| l                                       |   |   |                |      |  |                |                        | 00+976 - 70+686  |                              |
| l                                       |   |   |                |      |  |                |                        | 935+42 - 936+04  |                              |
| l                                       |   |   |                |      |  |                |                        |  |                              |
| l                                       |   |   |                |      |  |                |                        | 924-45 - 932   |                              |
| l                                       |   |   |                |      |  |                |                        | 922+22 - 926+25  |                              |
| l                                       |   |   |                |      |  |                |                        | 22+226 - 82+216  |                              |
| l                                       |   |   |                |      |  |                |                        | 82+216 - 975+28  |                              |
|   | evitneoni                                       | SO.2200.V92 Insmeyed AMH                              | ٦,,            | 934  | 2 82-85 TM 4                                     | 2 82-82 TM 4   | гэлег                  |  | STH 35 Shoulders             |
| l                                       | department; Not eligible for                    | sbioV niA evitneanl JWV CO 2200 V92 trameves AMH      | "C             | P.CO | 2 OC OUTMAN                                      | 2 OC OT TAKE   | Upper                  |  | LI 49 3C UT9                 |
| ľ                                       |   | skioWaiA evitneant IM/q                               |                |      |  |                | recull                 |  |                              |
|   | Acceptance testing by the                       |   |                |      |  |                |                        | 00+6S6 - TT+1⁄26   |                              |
|   |   |   |                |      |  |                |                        | 11+456 - 00+946  |                              |
|   |   |   |                |      |  |                |                        | 00+946 - 40+686  |                              |
| l                                       |   |   |                |      |  |                | 1                      | 932+45 - 939+04  |                              |
|   |   |   |                |      |  |                |                        | 924-45 - 932+45  |                              |
| l                                       |   |   |                |      |  |                |                        |  |                              |
| l                                       |   |   |                |      |  |                |                        | 922+22 - 926+25  |                              |
|   |   |   |                |      |  |                |                        | 22+226 - 87+716  |                              |
| l                                       |   |   |                |      |  |                |                        | 87+716 - 517+78  |                              |
|   | L0.2200.V92 Inamavs9 AMH                        | AMH Pavement SPV.0055.02                              | 3"             | 7077 | 4 MT 58-28 S                                     | Base Course    | Гауег                  |  | STH 35 Driving Lane          |
|   | *Incentive Density PWL                          |   | i l            |      |  |                | LOWer                  |  |                              |
| l                                       |   | PWL Incentive Air Voids                               |                |      |  |                |                        |  |                              |
|   |   | PWL Incentive Air Voids                               |                |      |  |                |                        | OUTCCC - III IPCC  |                              |
|   |   | PWL Incentive Air Voids                               |                |      |  |                |                        | 00+656 - TT+1/56   |                              |
|   |   | PWL Incentive Air Voids                               |                |      |  |                |                        | TT+#S6 - 00+9#6  |                              |
|   |   | sbioV lincentive Air Voids                            |                |      |  |                |                        | TT+bS6 - 00+9b6<br>00+9b6 - b0+686   |                              |
|   |   | sbioV JiA evifueadl                                   |                |      |  |                |                        | TT+#S6 - 00+9#6  |                              |
|   |   | sbioV 1iA əvi3nəənl JWQ                               |                |      |  |                |                        | TT+b26 - 00+9b6<br>00+9b6 - b0+6E6<br>b0+6E6 - Sb+ZE6  |                              |
|   |   | sbioV 11A 9vitneon JWQ                                |                |      |  |                |                        | TT+bS6 - 00+9b6<br>00+9b6 - b0+686<br>b0+686 - Sb+Z86<br>Sb+Z86 - SZ+9Z6   |                              |
|   |   | sbioV niA 9vitne9ntl JWQ                              |                |      |  |                |                        | TT+bS6 - 00+9b6<br>00+9b6 - b0+6E6<br>b0+6E6 - Sb+ZE6<br>Sb+ZE6 - SZ+9Z6<br>SZ+9Z6 - ZZ+ZZ6  |                              |
|   |   | sbioV niA ovitnoon! JWQ                               |                |      |  |                |                        | TT+b26 - 00+9b6<br>00+9b6 - b0+6E6<br>b0+6E6 - Sb+ZE6<br>Sb+ZE6 - SZ+9Z6<br>SZ+9Z6 - ZZ+ZZ6<br>ZZ+ZZ6 - 8L+LT6   |                              |
|   |   |   |                |      |  |                |                        | TT+bS6 - 00+9b6<br>00+9b6 - b0+6E6<br>b0+6E6 - Sb+ZE6<br>Sb+ZE6 - SZ+9Z6<br>SZ+9Z6 - ZZ+ZZ6  |                              |
|   | IO.2200. Vq2 mamayeq AMH                        | <u>50,2200</u> . Vq2 Jngngyeq AMH                     | 5".            | 5851 | S 8Z-8S TM 4                                     | \$ 8Z-8\$ 1M Þ | гэлет                  | TT+b26 - 00+9b6<br>00+9b6 - b0+6E6<br>b0+6E6 - Sb+ZE6<br>Sb+ZE6 - SZ+9Z6<br>SZ+9Z6 - ZZ+ZZ6<br>ZZ+ZZ6 - 8L+LT6   | aneJ gaivind 26 HT2          |
|   |   |   | 5,,            | 1385 | \$ 8Z-8S 1M †                                    | S 8Z-85 1M Þ   |                        | TT+b26 - 00+9b6<br>00+9b6 - b0+6E6<br>b0+6E6 - Sb+ZE6<br>Sb+ZE6 - SZ+9Z6<br>SZ+9Z6 - ZZ+ZZ6<br>ZZ+ZZ6 - 8L+LT6   | aneJ gaivind 26 HT2          |
|   | IO.2200. Vq2 mamayeq AMH                        | <u>50,2200</u> . Vq2 Jngngyeq AMH                     | -Σ.            | S8ET | \$ 87-85 1M tr                                   | 282-82 TM 4    | гэлет                  | TT+v56 - 00+9v6<br>00+9v6 - v0+666<br>v0+666 - Sv+266<br>Sv+266 - SC+926<br>SC+926 - ZC+226<br>ZC+226 - SL+216<br>8Z+216 - S9+216  | aneJ gnivind 28 HT2          |
|   | IO.2200. Vq2 mamayeq AMH                        | <u>50,2200</u> . Vq2 Jngngyeq AMH                     | 5              | 5861 | \$ 82-85 IM \$                                   | S 8Z-85 IM #   | гэлет                  | TT+v56 - 00+9v6 00+9v6 - v0+e66 v0+666 - 5v+z66 5v+z66 - 5z+9z6 5z+9z6 - zz+zz6 zz+zz6 - 8z+z/16 8z+z16 - 59+z16   | aneJ gniving 25 HT2          |
|   | IO.2200. Vq2 mamayeq AMH                        | <u>50,2200</u> . Vq2 Jngngyeq AMH                     |                | 58ET | \$ 87-85 IW #                                    | S 82-85 IM b   | гэлет                  | TI+P56 - 00+9P6 00+9P6 - 90+656 90+656 - 59+7266 59+7266 - 52+976 52+976 - 22+726 72+726 - 82+716 82+716 - 59+716 00+656 - TI+P56 TI+P56 - 00+9P6  | aneJ galivhd 25 HT2          |
|   | IO.2200. Vq2 mamayeq AMH                        | <u>50,2200</u> . Vq2 Jngngyeq AMH                     | Σn             | SBET | 285-82 TM 4                                      | S 8Z-8S IW #   | гэлет                  | T1+956 - 004996 00+996 - P0+666 P0+666 - 59+266 59+266 - 59+266 52+926 - 22+226 22+226 - 22+226 82+216 - 59+216 82+216 - 59+216 00+656 - 11+956 11+956 - 00+996 00+956 - 90+666  | aneJ gniving 2£ HT2          |
|   | IO.2200. Vq2 mamayeq AMH                        | <u>50,2200</u> . Vq2 Jngngyeq AMH                     | Σ,,            | 58ET | 2 85-82 TM 4                                     | \$ 82-85 1M \$ | гэлет                  | TI+P56 - 00+9P6 00+9P6 - 90+656 90+656 - 59+7266 59+7266 - 52+976 52+976 - 22+726 72+726 - 82+716 82+716 - 59+716 00+656 - TI+P56 TI+P56 - 00+9P6  | aned galiving 25 HT2         |
|   | IO.2200. Vq2 mamayeq AMH                        | <u>50,2200</u> . Vq2 Jngngyeq AMH                     | 5,,            | 58ET | S 82-85 IM #                                     | \$ 82-85 TM \$ | гэлет                  | TI+956 - 004996<br>004996 - 904666<br>904666 - 594266<br>59+266 - 524926<br>52+326 - 524926<br>52+326 - 524926<br>82+216 - 594216<br>82+216 - 594216<br>004656 - TI+956<br>004966 - 704966<br>004966 - 594266  | aneJ gniving 2E HT2          |
|   | IO.2200. Vq2 mamayeq AMH                        | <u>50,2200</u> . Vq2 Jngngyeq AMH                     | Σ,,            | 58£T | 285-82 TM 4                                      | S 82-85 IW #   | гэлет                  | T1+V56 - 0049V6 00+9b6 - P0+666 W1+666 - 59+V266 S9+V266 - S2+V26 S2+V26 - S2+V26 S2+V26 - S2+V26 S2+V26 - S2+V26 S2+V26 - S9+V216 S2+V216 - S9+V216 00+656 - T1+P56 T1+V56 - 0049V6 00+96 - V0+666 P0+666 - S9+V266 S9+V266 - S2+V266   | STH 35 Driving Lane          |
|   | IO.2200. Vq2 mamayeq AMH                        | <u>50,2200</u> . Vq2 Jngngyeq AMH                     | Σ <sub>n</sub> | SBET | S 82-85 TM 4                                     | \$ 82-85 1M b  | гэлет                  | TI+196 - 004996 00+996 - P04-666 P04-666 P04-666 - S94-266 S94-726 - S24-926 S24-926 - S24-926   | an€J gnivind 2€ HT2          |
|   | IO.2200. Vq2 mamayeq AMH                        | <u>50,2200</u> . Vq2 Jngngyeq AMH                     | Σ,,            | SBET | \$82-85 IM b                                     | S 8Z-8S 1W b   | гэлет                  | 11+195 - 004996<br>00+996 - F0+666<br>90+666 - 59+266<br>59+266 - 59+266<br>52+266 - 52+26<br>52+266 - 52+26<br>82+216 - 59+216<br>00+656 - 11+1956<br>11+1956 - 004996<br>00+996 - 704666<br>59+266 - 52+26<br>52+266 - 52+26<br>52+266 - 52+26<br>52+266 - 52+26<br>52+266 - 52+26 | aneJ griving EE HT2          |
|   | Incentive Density PWL<br>AMH Pavement SP.005.01 | sbioV iIA əvijneəni JW9<br>S0,2200. Vq2 rnəməve 9 AVH |                |      |  |                | Upper<br>Layer         | T1+196 - 004996 00+996 - P04666 10+666 - 594266 59+226 - 52+226 52+926 - 52+226 52+926 - 52+226 52+926 - 52+226 52+926 - 52+226 52+246 - 59+216 00+656 - T1+1956 T1+1956 - 00+996 00+96 - **10+666 **10+666 - 59+226 50+926 - 52+226 52+926 - 52+226 52+226 - 82+216 82+216 - 59+226 |                              |
| stnommon)                               | IO.2200. Vq2 mamayeq AMH                        | <u>50,2200</u> . Vq2 Jngngyeq AMH                     | у              |      | 84 Pill 188 28 8 8 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 | Surface        | User<br>Upper<br>Layer | 11+195 - 004996<br>00+996 - F0+666<br>90+666 - 59+266<br>59+266 - 59+266<br>52+266 - 52+26<br>52+266 - 52+26<br>82+216 - 59+216<br>00+656 - 11+1956<br>11+1956 - 004996<br>00+996 - 704666<br>59+266 - 52+26<br>52+266 - 52+26<br>52+266 - 52+26<br>52+266 - 52+26<br>52+266 - 52+26 | noiseod<br>aned Briving Lane |
|   | Incentive Density PWL<br>AMH Pavement SP.005.01 | sbioV iIA əvijneəni JW9<br>S0,2200. Vq2 rnəməve 9 AVH |                |      |  | Surface        | Upper<br>Layer         | T1+196 - 004996 00+996 - P04666 10+666 - 594266 59+226 - 52+226 52+926 - 52+226 52+926 - 52+226 52+926 - 52+226 52+926 - 52+226 52+246 - 59+216 00+656 - T1+1956 T1+1956 - 00+996 00+96 - **10+666 **10+666 - 59+226 50+926 - 52+226 52+926 - 52+226 52+226 - 82+216 82+216 - 59+226 |                              |







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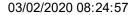
Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0002                       | 201.0105<br>Clearing   | 82.000<br>STA                        |            |            |
| 0004                       | 201.0205<br>Grubbing   | 23.000<br>STA                        | ·          |            |
| 0006                       | 203.0100<br>Removing Small Pipe Culverts   | 36.000<br>EACH                       | <u> </u>   |            |
| 8000                       | 203.0200<br>Removing Old Structure (station) 01.<br>841+75.00                                  | LS                                   | LUMP SUM   | ·          |
| 0010                       | 203.0200<br>Removing Old Structure (station) 02.<br>819+37                                     | LS                                   | LUMP SUM   | ·          |
| 0012                       | 203.0600.S<br>Removing Old Structure Over Waterway<br>With Minimal Debris (station) 01. 619+84 | LS                                   | LUMP SUM   | ·          |
| 0014                       | 203.0600.S<br>Removing Old Structure Over Waterway<br>With Minimal Debris (station) 02. 731+19 | LS                                   | LUMP SUM   | ·          |
| 0016                       | 203.0600.S<br>Removing Old Structure Over Waterway<br>With Minimal Debris (station) 03. 879+80 | LS                                   | LUMP SUM   | ·          |
| 0018                       | 204.0100<br>Removing Pavement  | 544.000<br>SY                        | ·          |            |
| 0020                       | 204.0110 Removing Asphaltic Surface  | 9,223.000<br>SY                      |            | ·          |
| 0022                       | 204.0115 Removing Asphaltic Surface Butt Joints  | 2,377.000<br>SY                      | ·          | ·          |
| 0024                       | 204.0150<br>Removing Curb & Gutter   | 6,614.000<br>LF                      |            |            |
| 0026                       | 204.0155<br>Removing Concrete Sidewalk   | 3,331.000<br>SY                      | ·          | <u> </u>   |
| 0028                       | 204.0165<br>Removing Guardrail   | 2,464.000<br>LF                      |            |            |
| 0030                       | 204.0190<br>Removing Surface Drains  | 3.000<br>EACH                        | ·          |            |







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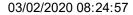
Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0032                       | 204.0195<br>Removing Concrete Bases  | 2.000<br>EACH                        | <u> </u>   | ·          |
| 0034                       | 204.0210<br>Removing Manholes  | 12.000<br>EACH                       | ·          | <u> </u>   |
| 0036                       | 204.0215<br>Removing Catch Basins  | 4.000<br>EACH                        |            | <u> </u>   |
| 0038                       | 204.0220<br>Removing Inlets  | 18.000<br>EACH                       |            | ·          |
| 0040                       | 204.0245<br>Removing Storm Sewer (size) 01. 12-<br>Inch  | 1,579.000<br>LF                      | ·          |            |
| 0042                       | 204.0245<br>Removing Storm Sewer (size) 02. 18-<br>Inch  | 868.000<br>LF                        |            |            |
| 0044                       | 204.0245<br>Removing Storm Sewer (size) 03. 24-<br>Inch  | 1,074.000<br>LF                      | ·          |            |
| 0046                       | 204.9105.S<br>Removing (item description) 01.<br>Landscape Block Retaining Wall STA<br>925+75 Rt | LS                                   | LUMP SUM   |            |
| 0048                       | 205.0100<br>Excavation Common  | 29,514.000<br>CY                     |            | ·          |
| 0050                       | 205.0501.S<br>Excavation, Hauling, and Disposal of<br>Petroleum Contaminated Soil                | 380.000<br>TON                       | ·          | <u> </u>   |
| 0052                       | 206.1000<br>Excavation for Structures Bridges<br>(structure) 01. B-62-124                        | LS                                   | LUMP SUM   |            |
| 0054                       | 206.1000 Excavation for Structures Bridges (structure) 02. B-62-125                              | LS                                   | LUMP SUM   |            |
| 0056                       | 206.1000<br>Excavation for Structures Bridges<br>(structure) 03. B-62-126                        | LS                                   | LUMP SUM   | ·          |
| 0058                       | 206.2000 Excavation for Structures Culverts (structure) 01. C-62-344                             | LS                                   | LUMP SUM   |            |







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Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount  |
|----------------------------|---|--------------------------------------|------------|-------------|
| 0060                       | 206.5000<br>Cofferdams (structure) 01. B-62-124                               | LS                                   | LUMP SUM   | <u> </u>    |
| 0062                       | 210.1500<br>Backfill Structure Type A   | 966.000<br>TON                       |            |             |
| 0064                       | 210.2500<br>Backfill Structure Type B   | 1,144.000<br>TON                     |            | ·           |
| 0066                       | 211.0600.S<br>Prepare CIR Foundation for HMA Layer                            | 111,952.000<br>SY                    |            |             |
| 0068                       | 211.0700.S<br>Prepare Foundation for CIR Pavement<br>(project) 01. 5163-09-71 | 1.000<br>EACH                        | ·          | ·           |
| 0070                       | 211.0800.S<br>Base Repair for CIR Pavement                                    | 538.000<br>CY                        |            | <u> </u>    |
| 0072                       | 213.0100<br>Finishing Roadway (project) 01. 5163-<br>09-71                    | 1.000<br>EACH                        |            |             |
| 0074                       | 213.0100<br>Finishing Roadway (project) 02. 5163-<br>09-72                    | 1.000<br>EACH                        | ·          | ·           |
| 0076                       | 305.0110<br>Base Aggregate Dense 3/4-Inch                                     | 5,368.000<br>TON                     |            | ·           |
| 0078                       | 305.0120<br>Base Aggregate Dense 1 1/4-Inch                                   | 49,818.000<br>TON                    |            |             |
| 0080                       | 305.0410<br>Aggregate Detours   | 100.000<br>TON                       |            |             |
| 0082                       | 305.0500<br>Shaping Shoulders   | 501.000<br>STA                       |            | <u> </u>    |
| 0084                       | 311.0115<br>Breaker Run   | 80.000<br>CY                         |            | <del></del> |
| 0086                       | 312.0110<br>Select Crushed Material   | 9,380.000<br>TON                     | ·          | <u> </u>    |
| 0088                       | 327.1000.S<br>CIR Asphaltic Base Layer  | 111,952.000<br>SY                    |            | <u> </u>    |
| 0090                       | 330.0100<br>Mill and Relay  | 14,237.000<br>SY                     |            | <u> </u>    |







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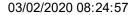
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Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description                                       | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0092                       | 415.0310<br>Concrete Alley                                   | 21.000<br>SY                         |            |            |
| 0094                       | 415.0410<br>Concrete Pavement Approach Slab                  | 409.000<br>SY                        |            | <u> </u>   |
| 0096                       | 416.0160<br>Concrete Driveway 6-Inch                         | 425.000<br>SY                        |            | <u> </u>   |
| 0098                       | 416.0260<br>Concrete Driveway HES 6-Inch                     | 116.000<br>SY                        | <u> </u>   |            |
| 0100                       | 416.0610<br>Drilled Tie Bars                                 | 14.000<br>EACH                       |            | ·          |
| 0102                       | 416.1010<br>Concrete Surface Drains                          | 36.100<br>CY                         |            |            |
| 0104                       | 450.4000<br>HMA Cold Weather Paving                          | 34,057.000<br>TON                    | <u> </u>   | ·          |
| 0106                       | 455.0605<br>Tack Coat  | 14,541.000<br>GAL                    | <u> </u>   |            |
| 0108                       | 455.0770.S<br>Asphalt Stabilizing Agent                      | 755.000<br>TON                       | <u> </u>   | ·          |
| 0110                       | 460.2000<br>Incentive Density HMA Pavement                   | 17,340.000<br>DOL                    | 1.00000    | 17,340.00  |
| 0112                       | 460.6224<br>HMA Pavement 4 MT 58-28 S                        | 34,057.000<br>TON                    | ·          |            |
| 0114                       | 465.0105<br>Asphaltic Surface                                | 1,145.000<br>TON                     | <u> </u>   | ·          |
| 0116                       | 465.0120 Asphaltic Surface Driveways and Field Entrances     | 888.000<br>TON                       |            |            |
| 0118                       | 465.0425<br>Asphaltic Shoulder Rumble Strips 2-Lane<br>Rural | 56,528.000<br>LF                     |            |            |
| 0120                       | 465.0475<br>Asphalt Centerline Rumble Strips 2-Lane<br>Rural | 25,689.000<br>LF                     | ·          |            |
| 0122                       | 501.1000.S<br>Ice Hot Weather Concreting                     | 12,450.000<br>LB                     | ·          |            |







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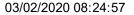
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Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount  |
|----------------------------|--|--------------------------------------|------------|-------------|
| 0124                       | 502.0100<br>Concrete Masonry Bridges                             | 2,100.000<br>CY                      |            |             |
| 0126                       | 502.3200<br>Protective Surface Treatment                         | 3,531.000<br>SY                      | <u></u>    |             |
| 0128                       | 502.3210<br>Pigmented Surface Sealer                             | 696.000<br>SY                        | <u></u>    | <u> </u>    |
| 0130                       | 503.0128<br>Prestressed Girder Type I 28-Inch                    | 991.000<br>LF                        | ·          | <u> </u>    |
| 0132                       | 503.0137<br>Prestressed Girder Type I 36W-Inch                   | 1,622.000<br>LF                      |            |             |
| 0134                       | 503.0155<br>Prestressed Girder Type I 54W-Inch                   | 696.000<br>LF                        |            |             |
| 0136                       | 504.0100<br>Concrete Masonry Culverts                            | 120.000<br>CY                        | <u></u>    | <u> </u>    |
| 0138                       | 504.0900<br>Concrete Masonry Endwalls                            | 11.750<br>CY                         | ·          | <u> </u>    |
| 0140                       | 505.0400<br>Bar Steel Reinforcement HS Structures                | 47,335.000<br>LB                     |            |             |
| 0142                       | 505.0600 Bar Steel Reinforcement HS Coated Structures            | 320,600.000<br>LB                    | ·          | ·           |
| 0144                       | 505.0800.S<br>Bar Steel Reinforcement HS Stainless<br>Structures | 4,800.000<br>LB                      | ·          | ·           |
| 0146                       | 505.0904<br>Bar Couplers No. 4                                   | 18.000<br>EACH                       | ·          | <del></del> |
| 0148                       | 505.0905<br>Bar Couplers No. 5                                   | 435.000<br>EACH                      |            |             |
| 0150                       | 505.0906<br>Bar Couplers No. 6                                   | 64.000<br>EACH                       |            |             |
| 0152                       | 505.0908<br>Bar Couplers No. 8                                   | 48.000<br>EACH                       | ·          |             |
| 0154                       | 506.2605<br>Bearing Pads Elastomeric Non-<br>Laminated           | 94.000<br>EACH                       | ·          |             |







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Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

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SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount  |
|----------------------------|--|--------------------------------------|------------|-------------|
| 0156                       | 506.4000<br>Steel Diaphragms (structure) 01. B-62-<br>124            | 32.000<br>EACH                       | ·          | <del></del> |
| 0158                       | 506.4000<br>Steel Diaphragms (structure) 02. B-62-<br>125            | 18.000<br>EACH                       | ·          |             |
| 0160                       | 506.4000<br>Steel Diaphragms (structure) 03. B-62-<br>126            | 10.000<br>EACH                       | ·          | <u></u> -   |
| 0162                       | 511.1200<br>Temporary Shoring (structure) 01. B-62-<br>126           | 880.000<br>SF                        | ·          | <u> </u>    |
| 0164                       | 511.1200<br>Temporary Shoring (structure) 02. C-62-<br>334           | 480.000<br>SF                        |            | <u></u>     |
| 0166                       | 516.0500<br>Rubberized Membrane Waterproofing                        | 112.000<br>SY                        |            |             |
| 0168                       | 520.8000<br>Concrete Collars for Pipe                                | 1.000<br>EACH                        | ·          |             |
| 0170                       | 522.0424<br>Culvert Pipe Reinforced Concrete Class<br>IV 24-Inch     | 1,384.000<br>LF                      | <u></u>    | <u> </u>    |
| 0172                       | 522.0430<br>Culvert Pipe Reinforced Concrete Class<br>IV 30-Inch     | 352.000<br>LF                        |            | <u></u>     |
| 0174                       | 522.0436<br>Culvert Pipe Reinforced Concrete Class<br>IV 36-Inch     | 358.000<br>LF                        |            |             |
| 0176                       | 522.0448 Culvert Pipe Reinforced Concrete Class IV 48-Inch           | 302.000<br>LF                        |            |             |
| 0178                       | 522.0460<br>Culvert Pipe Reinforced Concrete Class<br>IV 60-Inch     | 74.000<br>LF                         |            | ·           |
| 0180                       | 522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch | 44.000<br>EACH                       |            |             |







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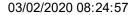
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|----------------------------|--|--------------------------------------|------------|------------|
| 0182                       | 522.1030<br>Apron Endwalls for Culvert Pipe<br>Reinforced Concrete 30-Inch | 8.000<br>EACH                        | ·          | <u> </u>   |
| 0184                       | 522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch       | 13.000<br>EACH                       | <u></u>    | ·          |
| 0186                       | 522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch       | 5.000<br>EACH                        | <u>-</u>   | <u></u>    |
| 0188                       | 522.1060<br>Apron Endwalls for Culvert Pipe<br>Reinforced Concrete 60-Inch | 2.000<br>EACH                        |            |            |
| 0190                       | 550.1100<br>Piling Steel HP 10-Inch X 42 Lb                                | 3,700.000<br>LF                      |            |            |
| 0192                       | 550.1120<br>Piling Steel HP 12-Inch X 53 Lb                                | 2,255.000<br>LF                      |            |            |
| 0194                       | 550.1140<br>Piling Steel HP 14-Inch X 73 Lb                                | 4,380.000<br>LF                      |            |            |
| 0196                       | 550.2146 Piling CIP Concrete 14 X 0.375-Inch                               | 1,530.000<br>LF                      | ·          |            |
| 0198                       | 601.0411<br>Concrete Curb & Gutter 30-Inch Type D                          | 8,249.000<br>LF                      | ·          | ·          |
| 0200                       | 601.0557<br>Concrete Curb & Gutter 6-Inch Sloped<br>36-Inch Type D         | 487.000<br>LF                        | ·          | ·          |
| 0202                       | 601.0600<br>Concrete Curb Pedestrian                                       | 44.000<br>LF                         |            |            |
| 0204                       | 602.0405<br>Concrete Sidewalk 4-Inch                                       | 33,249.000<br>SF                     |            | <u> </u>   |
| 0206                       | 602.0415<br>Concrete Sidewalk 6-Inch                                       | 4,177.000<br>SF                      |            |            |
| 0208                       | 602.0505<br>Curb Ramp Detectable Warning Field<br>Yellow                   | 350.000<br>SF                        | ·          | ·          |
| 0210                       | 603.8000<br>Concrete Barrier Temporary Precast<br>Delivered                | 1,300.000<br>LF                      | ·          |            |







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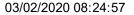
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|----------------------------|---|--------------------------------------|-------------|-------------|
| 0212                       | 603.8125 Concrete Barrier Temporary Precast Installed                 | 2,600.000<br>LF                      |             | ·           |
| 0214                       | 606.0200<br>Riprap Medium   | 265.000<br>CY                        |             | ·           |
| 0216                       | 606.0300<br>Riprap Heavy  | 1,710.000<br>CY                      |             |             |
| 0218                       | 608.0312<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 12-Inch | 624.000<br>LF                        | ·           | ·           |
| 0220                       | 608.0315<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 15-Inch | 138.000<br>LF                        |             |             |
| 0222                       | 608.0318<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 18-Inch | 78.000<br>LF                         |             |             |
| 0224                       | 608.0324<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 24-Inch | 929.000<br>LF                        |             | <u>-</u>    |
| 0226                       | 608.0330<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 30-Inch | 2,310.000<br>LF                      |             | ·           |
| 0228                       | 608.0336<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 36-Inch | 240.000<br>LF                        |             | ·           |
| 0230                       | 608.0342<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 42-Inch | 279.000<br>LF                        |             | ·           |
| 0232                       | 608.0412<br>Storm Sewer Pipe Reinforced Concrete<br>Class IV 12-Inch  | 766.000<br>LF                        | <del></del> | <del></del> |
| 0234                       | 608.0442<br>Storm Sewer Pipe Reinforced Concrete<br>Class IV 42-Inch  | 94.000<br>LF                         | ·           | ·           |
| 0236                       | 611.0530<br>Manhole Covers Type J                                     | 15.000<br>EACH                       |             |             |
| 0238                       | 611.0609<br>Inlet Covers Type B-A                                     | 2.000<br>EACH                        |             |             |







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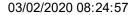
Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|---|--------------------------------------|------------|------------|
| 0240                       | 611.0624<br>Inlet Covers Type H                                 | 39.000<br>EACH                       | <u> </u>   | <u> </u>   |
| 0242                       | 611.0642<br>Inlet Covers Type MS                                | 1.000<br>EACH                        | <u> </u>   | <u> </u>   |
| 0244                       | 611.2004<br>Manholes 4-FT Diameter                              | 2.000<br>EACH                        |            |            |
| 0246                       | 611.2005<br>Manholes 5-FT Diameter                              | 8.000<br>EACH                        |            |            |
| 0248                       | 611.2006<br>Manholes 6-FT Diameter                              | 3.000<br>EACH                        |            |            |
| 0250                       | 611.2008<br>Manholes 8-FT Diameter                              | 1.000<br>EACH                        |            | ·          |
| 0252                       | 611.3220<br>Inlets 2x2-FT                                       | 2.000<br>EACH                        |            |            |
| 0254                       | 611.3230<br>Inlets 2x3-FT                                       | 38.000<br>EACH                       |            |            |
| 0256                       | 611.3901<br>Inlets Median 1 Grate                               | 1.000<br>EACH                        |            |            |
| 0258                       | 611.3902<br>Inlets Median 2 Grate                               | 2.000<br>EACH                        |            |            |
| 0260                       | 611.8120.S<br>Cover Plates Temporary                            | 15.000<br>EACH                       |            | <u></u>    |
| 0262                       | 612.0406<br>Pipe Underdrain Wrapped 6-Inch                      | 660.000<br>LF                        | <u> </u>   |            |
| 0264                       | 614.0150<br>Anchor Assemblies for Steel Plate Beam<br>Guard     | 12.000<br>EACH                       | ·          | ·          |
| 0266                       | 614.0370<br>Steel Plate Beam Guard Energy<br>Absorbing Terminal | 1.000<br>EACH                        |            | ·          |
| 0268                       | 614.0400<br>Adjusting Steel Plate Beam Guard                    | 280.000<br>LF                        | ·          |            |
| 0270                       | 614.2300<br>MGS Guardrail 3                                     | 750.000<br>LF                        |            | <u>-</u>   |







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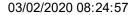
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SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price   | Bid Amount  |
|----------------------------|--|--------------------------------------|--------------|-------------|
| 0272                       | 614.2330<br>MGS Guardrail 3 K  | 9,725.000<br>LF                      | <del>.</del> | ·           |
| 0274                       | 614.2340<br>MGS Guardrail 3 L  | 337.500<br>LF                        | <u> </u>     | ·           |
| 0276                       | 614.2500<br>MGS Thrie Beam Transition  | 472.800<br>LF                        | <u> </u>     |             |
| 0278                       | 614.2610<br>MGS Guardrail Terminal EAT                                       | 20.000<br>EACH                       | <u>-</u>     | ·           |
| 0280                       | 618.0100<br>Maintenance And Repair of Haul Roads<br>(project) 01. 5163-09-71 | 1.000<br>EACH                        |              |             |
| 0282                       | 618.0100<br>Maintenance And Repair of Haul Roads<br>(project) 02. 5163-09-72 | 1.000<br>EACH                        | ·            |             |
| 0284                       | 619.1000<br>Mobilization   | 1.000<br>EACH                        | <u> </u>     | ·           |
| 0286                       | 620.0100<br>Concrete Corrugated Median                                       | 16,177.000<br>SF                     | <u> </u>     | <u> </u>    |
| 0288                       | 624.0100<br>Water  | 481.700<br>MGAL                      |              | <del></del> |
| 0290                       | 625.0100<br>Topsoil  | 37,695.000<br>SY                     | <u> </u>     | ·           |
| 0292                       | 627.0200<br>Mulching   | 10,401.000<br>SY                     | <u> </u>     | ·           |
| 0294                       | 628.1104<br>Erosion Bales  | 110.000<br>EACH                      | <u> </u>     | ·           |
| 0296                       | 628.1504<br>Silt Fence   | 12,523.000<br>LF                     |              | ·           |
| 0298                       | 628.1520<br>Silt Fence Maintenance   | 12,523.000<br>LF                     |              |             |
| 0300                       | 628.1550<br>Silt Screen  | 2,067.000<br>LF                      |              | ·           |
| 0302                       | 628.1905<br>Mobilizations Erosion Control                                    | 14.000<br>EACH                       |              |             |







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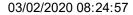
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Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description                            | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|---|--------------------------------------|------------|------------|
| 0304                       | 628.1910  Mobilizations Emergency Erosion Control | 7.000<br>EACH                        |            | <u> </u>   |
| 0306                       | 628.2004<br>Erosion Mat Class I Type B            | 18,777.000<br>SY                     |            |            |
| 0308                       | 628.2008<br>Erosion Mat Urban Class I Type B      | 21,822.000<br>SY                     |            |            |
| 0310                       | 628.2023<br>Erosion Mat Class II Type B           | 907.000<br>SY                        |            |            |
| 0312                       | 628.6005<br>Turbidity Barriers                    | 1,741.000<br>SY                      |            |            |
| 0314                       | 628.7005<br>Inlet Protection Type A               | 1.000<br>EACH                        |            |            |
| 0316                       | 628.7015<br>Inlet Protection Type C               | 41.000<br>EACH                       |            |            |
| 0318                       | 628.7504<br>Temporary Ditch Checks                | 372.000<br>LF                        | ·          |            |
| 0320                       | 628.7555<br>Culvert Pipe Checks                   | 135.000<br>EACH                      |            |            |
| 0322                       | 628.7560<br>Tracking Pads                         | 2.000<br>EACH                        |            |            |
| 0324                       | 628.7570<br>Rock Bags                             | 20.000<br>EACH                       |            |            |
| 0326                       | 629.0210<br>Fertilizer Type B                     | 25.400<br>CWT                        |            |            |
| 0328                       | 630.0120<br>Seeding Mixture No. 20                | 634.000<br>LB                        |            |            |
| 0330                       | 630.0130<br>Seeding Mixture No. 30                | 292.000<br>LB                        |            |            |
| 0332                       | 630.0200<br>Seeding Temporary                     | 1,050.000<br>LB                      |            |            |
| 0334                       | 630.0500<br>Seed Water                            | 641.000<br>MGAL                      |            |            |
| 0336                       | 633.5200<br>Markers Culvert End                   | 76.000<br>EACH                       |            | ·          |







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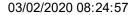
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SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description                            | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|---|--------------------------------------|------------|------------|
| 0338                       | 634.0614<br>Posts Wood 4x6-Inch X 14-FT           | 35.000<br>EACH                       | ·          | <u></u>    |
| 0340                       | 634.0616<br>Posts Wood 4x6-Inch X 16-FT           | 32.000<br>EACH                       | <u></u>    |            |
| 0342                       | 634.0618<br>Posts Wood 4x6-Inch X 18-FT           | 4.000<br>EACH                        | <u>-</u>   |            |
| 0344                       | 637.2210<br>Signs Type II Reflective H            | 441.000<br>SF                        | ·          | <u> </u>   |
| 0346                       | 637.2230<br>Signs Type II Reflective F            | 126.750<br>SF                        | <u>-</u>   | <u> </u>   |
| 0348                       | 638.2102<br>Moving Signs Type II                  | 3.000<br>EACH                        |            |            |
| 0350                       | 638.2602<br>Removing Signs Type II                | 84.000<br>EACH                       | ·          | <u> </u>   |
| 0352                       | 638.3000<br>Removing Small Sign Supports          | 80.000<br>EACH                       |            |            |
| 0354                       | 638.4000<br>Moving Small Sign Supports            | 2.000<br>EACH                        |            |            |
| 0356                       | 642.5201<br>Field Office Type C                   | 1.000<br>EACH                        |            |            |
| 0358                       | 643.0300<br>Traffic Control Drums                 | 34,829.000<br>DAY                    |            | <u></u>    |
| 0360                       | 643.0410<br>Traffic Control Barricades Type II    | 1,706.000<br>DAY                     |            | <u></u>    |
| 0362                       | 643.0420<br>Traffic Control Barricades Type III   | 19,036.000<br>DAY                    | <u> </u>   | <u> </u>   |
| 0364                       | 643.0705 Traffic Control Warning Lights Type A    | 28,822.000<br>DAY                    |            |            |
| 0366                       | 643.0715<br>Traffic Control Warning Lights Type C | 3,665.000<br>DAY                     | <u> </u>   |            |
| 0368                       | 643.0900<br>Traffic Control Signs                 | 69,245.000<br>DAY                    |            | <u> </u>   |
| 0370                       | 643.0910<br>Traffic Control Covering Signs Type I | 1.000<br>EACH                        |            |            |







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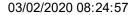
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SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description                                    | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|---|--------------------------------------|------------|------------|
| 0372                       | 643.0920<br>Traffic Control Covering Signs Type II        | 1.000<br>EACH                        | ·          | ·          |
| 0374                       | 643.1050<br>Traffic Control Signs PCMS                    | 28.000<br>DAY                        |            | ·          |
| 0376                       | 643.1070<br>Traffic Control Cones 42-Inch                 | 1,980.000<br>DAY                     | <u> </u>   | <u> </u>   |
| 0378                       | 643.5000<br>Traffic Control                               | 1.000<br>EACH                        | <u> </u>   | <u> </u>   |
| 0380                       | 644.1410<br>Temporary Pedestrian Surface Asphalt          | 6,271.000<br>SF                      | ·          | <u> </u>   |
| 0382                       | 644.1420<br>Temporary Pedestrian Surface Plywood          | 1,480.000<br>SF                      | ·          | ·          |
| 0384                       | 644.1601<br>Temporary Pedestrian Curb Ramp                | 608.000<br>DAY                       |            |            |
| 0386                       | 644.1810<br>Temporary Pedestrian Barricade                | 4,747.000<br>LF                      | ·          | ·          |
| 0388                       | 645.0105<br>Geotextile Type C                             | 240.000<br>SY                        | ·          | <u> </u>   |
| 0390                       | 645.0111<br>Geotextile Type DF Schedule A                 | 286.000<br>SY                        | ·          | ·          |
| 0392                       | 645.0120<br>Geotextile Type HR                            | 3,519.000<br>SY                      |            |            |
| 0394                       | 645.0220<br>Geogrid Type SR                               | 6,506.000<br>SY                      |            |            |
| 0396                       | 646.1020<br>Marking Line Epoxy 4-Inch                     | 27,216.000<br>LF                     |            |            |
| 0398                       | 646.1040<br>Marking Line Grooved Wet Ref Epoxy 4-<br>Inch | 62,390.000<br>LF                     | ·          | ·          |
| 0400                       | 646.3020<br>Marking Line Epoxy 8-Inch                     | 1,633.000<br>LF                      |            |            |
| 0402                       | 646.5020<br>Marking Arrow Epoxy                           | 12.000<br>EACH                       |            |            |







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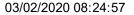
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SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID  Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|---|--------------------------------------|------------|------------|
| 0404                       | 646.5120<br>Marking Word Epoxy                                | 6.000<br>EACH                        |            | <u> </u>   |
| 0406                       | 646.6020<br>Marking Stop Line Epoxy 12-Inch                   | 186.000<br>LF                        | <u> </u>   | <u></u>    |
| 0408                       | 646.6464<br>Cold Weather Marking Epoxy 4-Inch                 | 6,566.000<br>LF                      | ·          |            |
| 0410                       | 646.6468<br>Cold Weather Marking Epoxy 8-Inch                 | 325.000<br>LF                        | <u> </u>   |            |
| 0412                       | 646.7120<br>Marking Diagonal Epoxy 12-Inch                    | 184.000<br>LF                        |            |            |
| 0414                       | 646.7420<br>Marking Crosswalk Epoxy Transverse<br>Line 6-Inch | 1,130.000<br>LF                      | ·          |            |
| 0416                       | 646.8020<br>Marking Corrugated Median Epoxy                   | 6,440.000<br>SF                      |            |            |
| 0418                       | 646.8120<br>Marking Curb Epoxy                                | 1,248.000<br>LF                      |            |            |
| 0420                       | 646.8220<br>Marking Island Nose Epoxy                         | 6.000<br>EACH                        |            |            |
| 0422                       | 648.0100<br>Locating No-Passing Zones                         | 7.790<br>MI                          |            |            |
| 0424                       | 649.0105<br>Temporary Marking Line Paint 4-Inch               | 35,287.000<br>LF                     |            |            |
| 0426                       | 649.0120<br>Temporary Marking Line Epoxy 4-Inch               | 15,981.000<br>LF                     |            |            |
| 0428                       | 649.0805<br>Temporary Marking Stop Line Paint 18-<br>Inch     | 26.000<br>LF                         | ·          |            |
| 0430                       | 650.4000<br>Construction Staking Storm Sewer                  | 71.000<br>EACH                       |            |            |
| 0432                       | 650.4500<br>Construction Staking Subgrade                     | 14,252.000<br>LF                     |            |            |
| 0434                       | 650.5000<br>Construction Staking Base                         | 14,252.000<br>LF                     |            |            |







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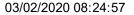
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SECTION: 0001 Contract Items

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|----------------------------|--|--------------------------------------|--------------|------------|
| 0436                       | 650.5500<br>Construction Staking Curb Gutter and<br>Curb & Gutter  | 8,530.000<br>LF                      |              |            |
| 0438                       | 650.6000<br>Construction Staking Pipe Culverts   | 36.000<br>EACH                       |              | <u> </u>   |
| 0440                       | 650.6500<br>Construction Staking Structure Layout<br>(structure) 01. B-62-124                                  | LS                                   | LUMP SUM     |            |
| 0442                       | 650.6500 Construction Staking Structure Layout (structure) 02. B-62-125  | LS                                   | LUMP SUM     | ·          |
| 0444                       | 650.6500 Construction Staking Structure Layout (structure) 03. B-62-126  | LS                                   | LUMP SUM     | :          |
| 0446                       | 650.6500 Construction Staking Structure Layout (structure) 04. C-62-334  | LS                                   | LUMP SUM     | ·          |
| 0448                       | 650.6500  Construction Staking Structure Layout (structure) 05. STA 925+60 RT to STA 318 'B'+52 RT             | LS                                   | LUMP SUM     |            |
| 0450                       | 650.6500<br>Construction Staking Structure Layout<br>(structure) 06. STA 318 'B'+69 LT to STA<br>318 'B'+95 LT | LS                                   | LUMP SUM     |            |
| 0452                       | 650.6500<br>Construction Staking Structure Layout<br>(structure) 07. STA 319 'B'+31 LT to STA<br>320 'B'+28 LT | LS                                   | LUMP SUM     |            |
| 0454                       | 650.8000<br>Construction Staking Resurfacing<br>Reference  | 27,243.000<br>LF                     | <del>.</del> | <u> </u>   |
| 0456                       | 650.8500 Construction Staking Electrical Installations (project) 01. 5163-09-72                                | LS                                   | LUMP SUM     |            |
| 0458                       | 650.9000<br>Construction Staking Curb Ramps  | 28.000<br>EACH                       |              |            |
| 0460                       | 650.9910 Construction Staking Supplemental Control (project) 01. 5163-09-71                                    | LS                                   | LUMP SUM     |            |







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| Proposal<br>Line<br>Number | Item ID<br>Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|---|--------------------------------------|------------|------------|
| 0462                       | 650.9910<br>Construction Staking Supplemental<br>Control (project) 02. 5163-09-72 | LS                                   | LUMP SUM   | ·          |
| 0464                       | 650.9920<br>Construction Staking Slope Stakes                                     | 14,252.000<br>LF                     | <u> </u>   | ·          |
| 0466                       | 652.0225<br>Conduit Rigid Nonmetallic Schedule 40<br>2-Inch                       | 2,896.000<br>LF                      | ·          |            |
| 0468                       | 652.0235<br>Conduit Rigid Nonmetallic Schedule 40<br>3-Inch                       | 36.000<br>LF                         | ·          | ·          |
| 0470                       | 653.0164 Pull Boxes Non-Conductive 24x42-Inch                                     | 10.000<br>EACH                       | ·          | ·          |
| 0472                       | 654.0105<br>Concrete Bases Type 5   | 14.000<br>EACH                       |            |            |
| 0474                       | 654.0224<br>Concrete Control Cabinet Bases Type<br>L24                            | 1.000<br>EACH                        |            | ·          |
| 0476                       | 655.0610<br>Electrical Wire Lighting 12 AWG                                       | 3,687.000<br>LF                      |            |            |
| 0478                       | 655.0620<br>Electrical Wire Lighting 8 AWG  | 8,160.000<br>LF                      |            |            |
| 0480                       | 656.0200<br>Electrical Service Meter Breaker<br>Pedestal (location) 01. 938+90 RT | LS                                   | LUMP SUM   | ·          |
| 0482                       | 657.0255<br>Transformer Bases Breakaway 11 1/2-<br>Inch Bolt Circle               | 14.000<br>EACH                       | ·          | ·          |
| 0484                       | 657.0322<br>Poles Type 5-Aluminum   | 14.000<br>EACH                       |            | ·          |
| 0486                       | 657.0710<br>Luminaire Arms Truss Type 4 1/2-Inch<br>Clamp 12-FT                   | 14.000<br>EACH                       | ·          | ·          |
| 0488                       | 659.1115<br>Luminaires Utility LED A  | 14.000<br>EACH                       |            |            |
| 0490                       | 659.2124<br>Lighting Control Cabinets 120/240 24-<br>Inch                         | 1.000<br>EACH                        | ·          |            |







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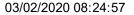
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|----------------------------|--|--------------------------------------|------------|------------|
| 0492                       | 661.0100 Temporary Traffic Signals for Bridges (structure) 01. B-62-126, Spring Coulee Creek | LS                                   | LUMP SUM   | ·          |
| 0494                       | 661.0100<br>Temporary Traffic Signals for Bridges<br>(structure) 02. C-62-334                | LS                                   | LUMP SUM   | ·          |
| 0496                       | 690.0150<br>Sawing Asphalt   | 12,821.000<br>LF                     | ·          |            |
| 0498                       | 690.0250<br>Sawing Concrete  | 2,453.000<br>LF                      |            | <u> </u>   |
| 0500                       | 715.0502<br>Incentive Strength Concrete Structures   | 12,600.000<br>DOL                    | 1.00000    | 12,600.00  |
| 0502                       | 740.0440<br>Incentive IRI Ride   | 27,500.000<br>DOL                    | 1.00000    | 27,500.00  |
| 0504                       | ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR   | 1,500.000<br>HRS                     | 5.00000    | 7,500.00   |
| 0506                       | ASP.1T0G<br>On-the-Job Training Graduate at<br>\$5.00/HR                                     | 1,000.000<br>HRS                     | 5.00000    | 5,000.00   |
| 0508                       | SPV.0055<br>Special 01. Incentive Density PWL HMA<br>Pavement                                | 20,683.000<br>DOL                    | 1.00000    | 20,683.00  |
| 0510                       | SPV.0055<br>Special 02. Incentive Air Voids PWL HMA<br>Pavement                              | 33,198.000<br>DOL                    | 1.00000    | 33,198.00  |
| 0512                       | SPV.0060<br>Special 01. 6" Gate Valve and Box  | 10.000<br>EACH                       | <u> </u>   | <u> </u>   |
| 0514                       | SPV.0060<br>Special 02. 8" Gate Valve and Box  | 6.000<br>EACH                        |            |            |
| 0516                       | SPV.0060<br>Special 03. 12" Gate Valve and Box   | 12.000<br>EACH                       |            | <u></u>    |
| 0518                       | SPV.0060<br>Special 04. Fire Hydrant   | 11.000<br>EACH                       |            |            |
| 0520                       | SPV.0060<br>Special 05. 1" Curb Stop & Box   | 71.000<br>EACH                       | <u></u>    |            |
|                            |  |                                      |            |            |







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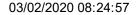
Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|---|--------------------------------------|------------|------------|
| 0522                       | SPV.0060<br>Special 06. 2" Curb Stop & Box                              | 8.000<br>EACH                        |            |            |
| 0524                       | SPV.0060<br>Special 07. 1" Corporation                                  | 71.000<br>EACH                       |            | <u> </u>   |
| 0526                       | SPV.0060<br>Special 08. 2" Corporation                                  | 8.000<br>EACH                        | ·          | ·          |
| 0528                       | SPV.0060<br>Special 09. Connect To Exist Water<br>Service               | 79.000<br>EACH                       | <u>-</u>   |            |
| 0530                       | SPV.0060<br>Special 10. Connect to Existing Water<br>Main, 8-Inch       | 9.000<br>EACH                        | <u> </u>   | ·          |
| 0532                       | SPV.0060<br>Special 11. Lower Water Main                                | 5.000<br>EACH                        |            |            |
| 0534                       | SPV.0060<br>Special 12. Adjusting Existing Water<br>Main Valve          | 2.000<br>EACH                        |            | ·          |
| 0536                       | SPV.0060<br>Special 13. Sanitary Manholes, Type 1                       | 16.000<br>EACH                       |            | <u> </u>   |
| 0538                       | SPV.0060<br>Special 14. Drop Section                                    | 2.000<br>EACH                        |            |            |
| 0540                       | SPV.0060<br>Special 15. Wye, 8-Inch x 4-Inch                            | 5.000<br>EACH                        |            |            |
| 0542                       | SPV.0060<br>Special 16. Wye, 10-Inch x 4-Inch                           | 57.000<br>EACH                       |            |            |
| 0544                       | SPV.0060<br>Special 17. Wye, 10-Inch x 4-Inch (C900)                    | 9.000<br>EACH                        |            |            |
| 0546                       | SPV.0060<br>Special 18. Wye, 10-Inch x 6-Inch                           | 7.000<br>EACH                        |            |            |
| 0548                       | SPV.0060<br>Special 19. Wye, 10-Inch x 6-Inch (C900)                    | 2.000<br>EACH                        |            |            |
| 0550                       | SPV.0060<br>Special 20. Connect to Existing Sanitary<br>Service, 4-Inch | 71.000<br>EACH                       | <u></u>    |            |







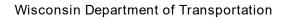
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Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0552                       | SPV.0060<br>Special 21. Connect to Existing Sanitary<br>Service, 6-Inch        | 9.000<br>EACH                        | ·          | ·          |
| 0554                       | SPV.0060<br>Special 22. Connect to Existing Sanitary<br>Sewer                  | 5.000<br>EACH                        | ·          | <u></u>    |
| 0556                       | SPV.0060<br>Special 23. Sanitary Plug, 10-Inch                                 | 1.000<br>EACH                        | ·          |            |
| 0558                       | SPV.0060<br>Special 24. Sanitary Clean Out                                     | 3.000<br>EACH                        | ·          |            |
| 0560                       | SPV.0060<br>Special 25. Adjusting Manhole Covers                               | 16.000<br>EACH                       | ·          |            |
| 0562                       | SPV.0060<br>Special 26. Underwater Substructure<br>Inspection B-62-124         | 1.000<br>EACH                        |            |            |
| 0564                       | SPV.0060 Special 27. HMA Percent Within Limits (PWL) Test Strips Volumetrics   | 1.000<br>EACH                        |            | ·          |
| 0566                       | SPV.0060<br>Special 28. HMA Percent Within Limits<br>(PWL) Test Strips Density | 2.000<br>EACH                        | ·          | <u></u>    |
| 0568                       | SPV.0070<br>Special 01. Sprayed Asphaltic Surface<br>Treatment                 | 1,841.000<br>GAL                     |            |            |
| 0570                       | SPV.0085<br>Special 01. Water Main Fittings                                    | 2,950.000<br>LB                      |            |            |
| 0572                       | SPV.0090<br>Special 01. Ductile Iron Watermain, 6-<br>Inch                     | 215.000<br>LF                        |            | <u></u>    |
| 0574                       | SPV.0090<br>Special 02. Ductile Iron Watermain, 8-<br>Inch                     | 705.000<br>LF                        |            |            |
| 0576                       | SPV.0090<br>Special 03. Ductile Iron Watermain, 12-<br>Inch                    | 3,384.000<br>LF                      | ·          | ·          |
| 0578                       | SPV.0090<br>Special 04. Water Service, 1-Inch                                  | 2,397.000<br>LF                      |            |            |



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## Proposal Schedule of Items

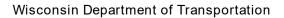
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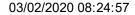
Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description  | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount  |
|----------------------------|---|--------------------------------------|------------|-------------|
| 0580                       | SPV.0090<br>Special 05. Water Service, 2-Inch                                 | 205.000<br>LF                        | ·          |             |
| 0582                       | SPV.0090<br>Special 06. Sanitary Sewer, 8-Inch                                | 430.000<br>LF                        |            |             |
| 0584                       | SPV.0090<br>Special 07. Sanitary Sewer, 8-Inch<br>(C900)                      | 41.000<br>LF                         | ·          |             |
| 0586                       | SPV.0090<br>Special 08. Sanitary Sewer, 10-Inch                               | 3,045.000<br>LF                      | ·          |             |
| 0588                       | SPV.0090<br>Special 09. Sanitary Sewer, 10-Inch<br>(C900)                     | 658.000<br>LF                        |            | :           |
| 0590                       | SPV.0090<br>Special 10. Sanitary Service 4-Inch                               | 2,098.000<br>LF                      | <u> </u>   |             |
| 0592                       | SPV.0090<br>Special 11. Sanitary Service 4-Inch<br>(C900)                     | 320.000<br>LF                        |            | ·           |
| 0594                       | SPV.0090<br>Special 12. Sanitary Service 6-Inch                               | 285.000<br>LF                        | <u> </u>   |             |
| 0596                       | SPV.0090<br>Special 13. Sanitary Service 6-Inch<br>(C900)                     | 104.000<br>LF                        |            | ·           |
| 0598                       | SPV.0090<br>Special 14. Concrete Curb and Gutter<br>HES 30-Inch, Type D       | 254.000<br>LF                        | ·          | <del></del> |
| 0600                       | SPV.0090<br>Special 15. Construction Staking Curb &<br>Gutter Rural Special   | 904.000<br>LF                        |            | ·           |
| 0602                       | SPV.0090<br>Special 16. Construction Staking<br>Corrugated Median             | 3,400.000<br>LF                      |            | ·           |
| 0604                       | SPV.0105 Special 03. Rectangular Rapid Flashing Beacon System (School Street) | LS                                   | LUMP SUM   | ·           |
| 0606                       | SPV.0105<br>Special 04. Abandon Existing Water<br>System                      | LS                                   | LUMP SUM   |             |







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Proposal ID: 20200310005 Project(s): 5163-09-71, 5163-09-72, 5163-09-73

Federal ID(s): WISC 2020066, WISC 2020067, N/A

SECTION: 0001 Contract Items

| Proposal<br>Line<br>Number | Item ID<br>Description   | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|--|--------------------------------------|------------|------------|
| 0608                       | SPV.0105<br>Special 05. Abandon Existing Sewer<br>System   | LS                                   | LUMP SUM   |            |
| 0610                       | SPV.0165<br>Special 01. Concrete Sidewalk HES 6-<br>Inch   | 1,167.000<br>SF                      | ·          | ·          |
| 0612                       | SPV.0165<br>Special 02. Wall Modular Block<br>Mechanically Stabilized Earth (STA<br>925+60 RT to STA 318'  | 158.000<br>SF                        | ·          | ·          |
| 0614                       | SPV.0165<br>Special 03. Wall Modular Mechanically<br>Stabilized Earth (STA 318'B'+69 LT to<br>STA 318'B'+9 | 84.000<br>SF                         | ·          | ·          |
| 0616                       | SPV.0165 Special 04. Wall Modular Block Mechanically Stabilized Earth (STA 319'B'+31 LT to STA 32          | 301.000<br>SF                        | ·          | ·          |
| 0618                       | SPV.0165<br>Special 05. Insulation   | 5,632.000<br>SF                      |            |            |
| 0620                       | SPV.0195<br>Special 02. 16-Inch X 2-Inch Select<br>Crushed Material  | 15,063.000<br>TON                    | ·          | ·          |
| 0622                       | SPV.0195 Special 03. Reclaimed Asphalt Section: 00   | 927.000<br>TON<br>001                | <br>Total: |            |
|                            |  |                                      | Total Bid: | ·          |



# **Wisconsin Department of Transportation**

March 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 #05: 5163-09-71, WISC 2020 066

Genoa - Stoddard

STH 56 to S Village Limit Stoddard

**STH 35** 

**Vernon County** 

5163-09-72, WISC 2020 067 Main Street, V of Stoddard South V Limit to North V Limit

**STH 35** 

**Vernon County** 

5163-09-73

Main Street, Village of Stoddard Fr .29 M S STH 162 Northerly .91 Mi

**STH 35** 

**Vernon County** 

## Letting of March 10, 2020

This is Addendum No. 03, which provides for the following:

#### **Special Provisions:**

|                | Revised Special Provisions   |
|----------------|--|
| Article<br>No. | Description  |
| 28             | Cold In-Place Recycling (CIR) Asphalt Pavement, Item 327.1000.S; Asphalt Stabilizing Agent, Item 455.0770.S. |

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. 03**

#### 5163-09-71, 5163-09-72 & 5163-09-73

March 4, 2020

#### **Special Provisions**

# 28. Cold In-Place Recycling (CIR) Asphalt Base Layer, Item 327.1000.S; Asphalt Stabilizing Agent, Item 455.0770.S.

Replace entire article language with the following:

#### **A** Description

(1) This work consists of the milling, crushing, and screening (as necessary) of the existing HMA pavement to the width and depth specified on the plans. The processed material shall be blended with foamed asphalt stabilizing agent, water, and other additives as necessary, and required by the mix design, for placement and compaction of this mixture in accordance with the plans and specifications.

#### **B** Materials

#### **B.1 Reclaimed Asphalt Pavement (RAP) Material**

- (1) The RAP material shall be milled from the existing roadway and processed in-place.
- (2) The RAP shall be free of contamination including base material, aggregate shoulder material, concrete, silt, clay, or other deleterious materials, unless specified in the plan.
- (3) Rubberized crack filler, pavement markers, loop wires, fabric, or other materials shall be removed as observed from the roadway during the recycling process. Any residual materials shall be appropriately sized and homogenously blended with the RAP. No rubberized crack filler or fabric piece may have a dimension exceeding a length of 4 inches.
- (4) The milled and processed material shall conform to the following gradation:

| Sieve Size     | Percent Passing |
|----------------|-----------------|
| 2"             | 100             |
| 1 ½" (37.5 mm) | 98              |
| 1"             | 95 to 100       |

#### **B.2 Stabilizing Agent**

(1) The asphalt stabilizing agent used for CIR Asphalt Base Layer shall be foamed Asphalt.

#### **B.2.1 Foamed Asphalt**

- (1) Foamed asphalt shall be produced with a performance graded asphalt binder; without polymer modification; in accordance with standard spec 455.
- (2) Asphalt binder performance grade for foamed asphalt shall be PG 46-34 or PG 52-34. Ensure that the material is furnished by a supplier from the Combined State Binder Group Certified Supplier List.
- (3) Asphalt binder shall be sufficiently heated to meet the mix design expansion and half-life criteria; not to exceed 375° F.
- (4) Asphalt binder shall produce asphalt foam with a minimum expansion ratio of 8 and half-life of no less than 6 seconds.

#### B.2.2 Water

(1) Water may be added to the RAP at the milling head and/or in a mixing chamber.

(2) Water added to the RAP, used for foaming asphalt, shall be free of sediment and deleterious materials.

#### **B.3 Mixture Design**

- (1) The contractor will be responsible for obtaining milled samples and/or cores for the project mix design.
- (2) Core samples shall be obtained at a minimum frequency of 0.5 lane-mile. Cores shall be obtained from the area to be recycled including shoulder. Samples obtained by coring should be enough to develop the mix design.
- (3) Samples for mix design obtained by milling shall be taken from at least 3 different locations directly from the area to be recycled.
- (4) All samples shall represent the entire depth of the layer to be recycled.
- (5) Develop and submit a material sampling plan for review and approval a minimum of 5 business days prior to obtaining milled and/or cored samples.
- (6) Material sampling prior to receipt of the engineers notice to proceed shall require submittal and approval of an Application/Permit to Work on Highway Right-of-Way (DT1812).
- (7) During material sampling operations; contractor insurance will be as specified in standard spec 107; traffic control requirements will be as specified in standard spec 107 and 643; and in the contract special provisions.
- (8) Develop and submit a mix design with the optimal asphalt content 10 business days prior to the start of the CIR operation. This will be developed according to AASHTO MP 38-18 and PP 94-18; and additionally, will conform to the requirements listed in B.3. Submit mix design to the engineer and department's Bureau of Technical Services, Materials Management Section, Pavement Unit.

Table B.3 - Minimum Mix Design Requirements

|  | Test Method   | Specification                   | Criteria                    |
|--|---|---------------------------------|-----------------------------|
| Mix Design Requirements for Foam Asphalt | Gradation of RAP (Sieve Analysis of Aggregates)                       |                                 | See Section<br>B.1.(4)      |
|  | Bulk Specific Gravity of Compacted<br>Samples                         |                                 | Report Only;<br>Ndes=30     |
|  | Maximum Theoretical Specific Gravity                                  |                                 | Report Only                 |
|  | % Air Voids in Compacted Dense and<br>Open Bituminous Paving Mixtures | AASHTO MP 38-18<br>and PP 94-18 | Report Only                 |
|  | Tensile Strength (Resistance of Compacted Mixture to Moisture)        |                                 |                             |
|  | Dry, psi  |                                 | Minimum 45                  |
|  | Ratio (TSR)   |                                 | Minimum 0.60 <mark>*</mark> |
|  | RAP Coating Test  | AASHTO T 59                     | Minimum Good                |
| Foaming Properties                       | Foamed Asphalt Expansion Ratio  | AASHTO MP 38-18                 | Minimum 8.0<br>Times        |
|  | Foamed Asphalt Half-life  | and PP 94-18                    | Minimum 6.0<br>Seconds      |

<sup>\*0.70</sup> for mix designs requiring the addition of cement.

 $_{\left(9\right)}$  The mix design shall be used for informational purposes.

(10) The mix design report shall contain the following minimum information:

- 1. Gradation of RAP.
- Density, maximum specific gravity, air void content, indirect dry tensile strength, indirect wet (conditioned) tensile strength, and tensile strength ratio at each recycling agent content iteration (minimum of 4; inclusive of recommended moisture and stabilizing contents) and at the recommended moisture and stabilizing agent contents.
- 3. Recommended water content from the moisture density curve as a percentage of dry RAP.
- Optimum stabilizing agent content as a percentage of dry RAP.
- Stabilizing agent designation, PG grading of asphalt binder, supplier name and location, and certified test report.
- 6. The optimal foaming characteristics of the asphalt stabilizing agent during the mix design process shall be determined at a minimum of using three different percentage of foamed asphalt content, three different temperatures, and water content.
- 7. RAP coating test results.
- 8. Any additives that may be used.

•

#### B.4 Quality Management Program

#### **B.4.1 Quality Control Plan**

(1) Submit a comprehensive written quality control plan, including random numbers, to the engineer no later than 10 business days before beginning CIR activities. Construct the project as the plan provides.

•

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

•

- 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
- 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
- 3. A list of suppliers for all stabilizing agents.
- 4. A list of source locations for all water.
- 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
- 6. Location of the QC laboratory, retained sample storage, and other documentation.
- 7. A summary of locations or quantities, selected randomly using ASTM Method D3665, to be tested under this provision.

## **B.4.2 Pre-CIR Construction Meeting**

A minimum of 5 business days prior to the start of CIR construction, hold a pre-CIR construction meeting at a mutually agreed upon time and location. Attendance at the pre-CIR construction meeting is mandatory for the project leader, 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.

#### **B.4.3 Personnel**

- (1) Provide HTCP Nuclear Density Technician I or ACT certified technician for performance of field density and field moisture content testing.
- (2) Provide HTCP Aggregate Technician I or ACT certified technician for material sampling and sieve analysis.
- (3) A Transportation Materials Sampling (TMS) certified technician is allowed for materials sampling.

(4) 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.

#### **B.4.4 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 applicable AASHTO and/or ASTM specifications 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) Conform to AASHTO T310 and CMM 8.15 for density testing and gauge monitoring methods.

#### **B.4.5 Quality Control (QC) Testing**

- (1) Roadway production lots will be defined as 4000 lane feet. Each roadway production lot will consist of two- 2000 lane feet sublots. The contractor will notify the department before sampling.
- (2) Gradation samples shall be taken at random location at a minimum frequency of one per lot of production. Gradation samples shall be taken representative of the full recycled depth. Samples may be obtained prior to or after addition of stabilizing agent depending on the type of CIR equipment used in the project. For each sample report the gradation of the material, as determined in accordance with AASHTO T27, for the Number 4 (4.75mm) sieve and larger.
- (3) Conduct and report density testing at a minimum frequency of three individual random tests per sublot.
- (4) Conduct and report mill depth checks at random location at a minimum frequency of one per sublot.
- (5) Measure and report stabilizing agent foaming properties (i.e. half-life and expansion ratio) of each new tanker load from equipment's test nozzle or recycling unit. If the foaming properties do not meet the requirement as specified in B.2.1, take the necessary corrective action by adjusting the temperature of the stabilizing agent and / or foaming water content.
- (6) Report stabilizing agent temperature at a minimum of one per each new tanker load.
- (7) Report stabilizing agent foamed asphalt expansion ratio and half-life at random locations at a minimum frequency of one per sublot.
- (8) Perform startup QC testing (milling depth, stabilizing agent, foaming properties and stabilizing agent application rate) within the first 500 feet at the beginning of each day of production.
- (9) Conduct and report moisture content of the finished CIR layer at minimum from three random locations for each day of placement. The three random locations shall represent each day of placement. Moisture content shall be based on the average of the three tests, from each day of placement. This information is used for tracking the curing process.
- (10) The contactor shall provide a Daily Inspection Report to the engineer summarizing the: daily beginning and ending stations, applicable mix design, stabilizing agent temperature, stabilizing agent foaming properties, sublot tests (mill depth check, density test, and gradation) locations and values, and lot roadway sample locations. Any adjustments to the application rate of the stabilizing agent or water shall be reported as stated in section C.1.

#### **B.4.6 Department Testing**

#### B.4.6.1 General

(1) The department will conduct quality verification(QV) testing to validate the quality of the product and independent assurance(IA) 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 5 business days after the department obtains the sample.

#### **B.4.6.2 Quality Verification (QV) Testing**

- (1) The department will have a technician, or ACT working under a technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.4.3 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling.
- (2) The department will conduct random QV tests at the minimum frequency of 10% of the required QC tests. The department will observe the contractor's QC stabilizing agent foaming property test.
- (3) The department's mill depth check, roadway gradation sample, and density test sites, will be at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will split each QV gradation sample, test half for QV, and retain the remaining half for 7 calendar days.
- (4) The department will verify the contractor's moisture content values by testing a moisture content split sample at a frequency of at least one per day.
- (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 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, re-evaluation of the entire process must be completed before production can resume.

#### **B.4.6.3** Independent Assurance (IA)

- (1) Independence 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 B.4.6.4.

#### **B.4.6.4 Dispute Resolution**

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

#### C.1 General

- (1) Unless the contract provides otherwise, keep the road open to traffic during construction.
- (2) Perform CIR operations; only between the dates of May 15 and September 15; when the air temperature approximately 3 feet above grade, in the shade, and away from artificial heat sources is above 50°F and when the nighttime ambient air temperature is above 35°F the night prior and following; unless approved otherwise by the engineer.
- (3) Do not perform CIR operations during inclement weather; such as rain or fog; that will not allow proper mixing, placing, and/or compacting of the mixture.
- (4) CIR operations and recycled pavement base layer curing shall be completed to allow adequate time for placement of surfacing in accordance with calendar requirements of standard spec 450.3.2.1.
- (5) The asphalt binder stabilizing agent application rate will be 2.00 percent with a field adjustment tolerance of +/- 0.30 percent. Any changes within the +/- 0.30 percent tolerance from the 2.00 percent application rate will need to be documented with date, time, pavement temperature, location, reason, and new values and communicated to the engineer at the time the change occurs.
- (6) The metered water added at the mill used for cooling and compaction shall be 2.00 percent. Any changes within the +/- 0.30 percent tolerance from the 2.00 percent application rate will need to be documented with date, time, pavement temperature, location, reason, and new values and communicated to the engineer at the time the change occurs.
- (7) If the stabilizing agent or water application rate from the mix design referenced in section B.3 is not within the range of 1.70 to 2.30 percent, at the departments direction, 500 feet test sections will be required as a comparison. The contractor's liability for the department's directed test sections will be waived. The department's Bureau of Technical Services Pavement Unit will be consulted on these test sections. No test section will be considered below 1.50 percent asphalt binder stabilizing agent.

#### C.2 Equipment

- (1) Equipment used for CIR shall be subject to approval by the engineer.
- (2) Tankers supplying hot stabilizing agent components shall be equipped to constantly monitor temperature within the tank.

## C.2.1 Milling Machine

- (1) The primary milling machines; not inclusive of pre-mill/wedge-cut milling units; shall be capable of milling the existing pavement at a minimum width of not less than 12.5 feet and to the depth shown on the plans, specified in the contract or directed by the engineer. A smaller milling machine may be used to mill paved shoulders and miscellaneous areas to increase the recycle width.
- (2) The milling machines shall be equipped with automatic depth control, shall maintain constant cutting depth and width, uniform grade, and uniform slope.
- (3) For processes not incorporating additional screening, sizing, or crushing; the milling machine shall be capable of producing RAP sized as specified in B.1.
- (4) Use of a heating device to soften the pavement is not permitted.

#### C.2.2 Screening, Crushing, and Sizing Equipment

(1) Processes requiring additional screening, sizing, or crushing, shall include a unit with a closed circuit system capable of continuously returning oversized material to the crusher until all milled material entering the screening, crushing, or sizing equipment meets the gradation requirements of section B.1.

#### C.2.3 Mixing Unit

- (1) Processed RAP shall be mixed with the stabilizing agent and water in a mixing unit; defined as the milling machine cutter housing, a separate mixing chamber, or a pugmill.
- (2) The asphalt stabilizing agent shall be applied; using a computer controlled additive system; uniformly at the predetermined application rate. The metering of the stabilizing agent must be monitored through a calibrated pump providing a continuous readout of quantities.
- (3) The additive system shall contain separate pumping systems for adding stabilizing agent and water. Each system shall have an inspection or test nozzle for stabilizing agent and/or water sampling.
- (4) The system shall be capable of producing a uniformly mixed homogeneous recycled pavement base layer mixture.

#### C.2.4 Paving Equipment

- (1) The placement and shaping of the recycled pavement base layer mixture shall be completed using a selfpropelled paver or screed integral to the recycling equipment meeting the requirements of standard spec 450.3.1.4; revised to exclude the requirement of an activated screed or strike-off assembly.
- (2) The screed shall not be heated.
- (3) If utilizing a self-propelled paver, the material shall be transferred directly into the paver hopper from the recycling equipment or with a pick-up device. When a pick-up device is used, the entire windrow shall be removed from the milled surface and transferred to the paver hopper.

#### **C.2.5 Compaction Equipment**

- (1) Compaction equipment shall be self-propelled and meet the requirements of standard spec 450.3.1.5.
- (2) The number, weight, and types of rollers shall be used as necessary to achieve the specified compaction. At a minimum, the following rollers shall be used:
  - 1. At least one self-propelled double drum vibratory steel roller with a minimum weight of not less than 10 tons.
  - 2. At least one self-propelled pneumatic-tired roller with a minimum weight of not less than 22 tons.

#### C.3 Constructing CIR

#### C.3.1 Preparation

- (1) After any contract required surface milling, and immediately prior to commencing CIR operations, remove from the roadway, and up to 1 inch below the milled surface, any vegetation, standing water, loose crack filler, and any other deleterious materials.
- (2) Inspect the pavement surface, after any contract required surface milling, for areas of yielding subgrade. Yielding areas will be repaired prior to CIR operations.
- (3) Blade the existing base aggregate roadway shoulders away from the asphaltic surface edge to minimize contamination of the CIR base layer.

#### C.3.2 Processing and Placement of CIR Material

- (1) Mill the existing pavement to the required depth and width indicated on the plans.
- (2) Further process the milled RAP material as necessary by crushing, screening, and/or sizing to the gradation requirements of B.1.
- (3) Blend the RAP material with the mix design specified proportions of stabilizing agent and water; produce a uniform and homogeneous recycled mixture.
- (4) Spread the recycled mixture to the grade, elevations, and slopes specified on the plans; avoiding tearing or scarring of the recycled pavement base layer surface.

- (5) Ensure proper material transfer, handling, and spreading to prevent material segregation. If segregation does occur behind the paver, the contractor shall take immediate steps to correct the problem. Corrective action may include adjusting the forward speed of the paving operation and adjusting the flow of material to paver. The contractor shall make adjustments until a satisfactory end-product has been obtained, as determined by the engineer.
- (6) Longitudinal joints between successive CIR operations shall be overlapped a minimum of 3 inches. Consideration should be given to the amount of stabilizing agent used in the overlapping pass. Adjust the width of the stabilizing agent application so that the overlapped CIR mixtures maintains the target stabilizing agent content. Transverse joints between successive CIR operations during the same day of placement shall be overlapped a minimum of 2 feet. The beginning of each day's recycling operation shall overlap the end of the preceding recycling operation a minimum of 50 feet unless otherwise directed by the engineer.

#### C.4 Compaction

#### **C.4.1 Control Strip Construction**

- (1) On the first day of production, construct a control strip to identify the target wet density for the CIR layer using a nuclear moisture-density gauge in backscatter measurement. Nuclear gauge test duration in backscatter measurement shall be for a total of one-minute test per location in the direction of paving. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel.
- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 500 feet long and one full lane width. Begin the control strip at a location of at least 200 feet beyond the start of the project.
- (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 CIR layer thickness changes in excess of 2.0 inches.
  - 2. The percent of target wet density is less than 96% or exceeds 105.0%; and is outside the range of the 10 random measurements defining the control strip; on two consecutive sublots.
  - 3. If there is a significant change in mix proportions, weather conditions, compaction equipment's or other controlling factors, the engineer may require construction of new control strips to check target density.
- (5) Construct control strips using equipment and methods representative of the operations to be used for constructing the CIR layer.
- (6) After compacting the control strip with a minimum of three roller passes, mark and take three wet density measurements using a nuclear moisture-density gauge in backscatter mode at one random station. One density measurement representing the inside 1/3, one density measurement representing the middle 1/3 and one density measurement representing the outside 1/3 transversely across the traveled lane, a minimum of 1 ½ feet from the center of the probe to the unrestricted edge of the CIR layer. Subsequent density measurements will be taken at the same three locations.
- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take wet density measurements at the three marked locations. Continue compacting and testing until the increase in density measurements of individual locations is 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, a minimum of 1 ½ feet from the center of the probe to the unrestricted edge of the CIR layer. The final measurements recorded at the three locations under article paragraph (6) of this section may be included as 3 of the 10 measurements. Average the 10 measurements to obtain the control strip target density.

#### C.4.2 Compaction Requirements

(1) Compact the CIR layer to a required density of 96% of the target density. Density acceptance shall be based on the average sublot measurements results.

#### **C.5 Surface Requirements**

- (1) Test the recycled pavement base layer surface at regular intervals, and engineer selected locations, using a 10-foot straightedge or other engineer specified device.
- (2) The engineer may direct the repair of surface deviations greater than ½ inch between two surface contact points. High points shall be corrected by rerolling, trimming, milling, or grinding. Depressions may be corrected by having a tack coat applied and be filled with HMA immediately prior to placement of the surface treatment.

#### C.6 Maintaining the Work

- (1) After compaction is complete, the contractor will determine when the CIR is stable to open to traffic.
- (2) After opening to traffic, and prior to placement of the upper layer, the surface of the recycled base shall be maintained in a condition suitable for safe movement of traffic.
- (3) The recycled base and shoulders shall be protected and maintained from standing water, deleterious substances, and/or other damage.
- (4) Any damage to the recycled base, excluding department directed test sections, shall be repaired by the contractor prior to placement of the upper layer at no additional cost to the department.

#### C.7 Curing and Surfacing

#### C.7.1 Curing

- (1) Application of a surface treatment or leveling/lower layer of HMA will not be allowed until the moisture content of the CIR layer is not more than 2.50 percent.
- (2) If the moisture content of the CIR layer does not reduce to 2.50 percent; the surface treatment may be applied after the change in moisture content is less than 0.30 percentage points for three consecutive calendar days.
- (3) The final surfacing or leveling/lower layer shall be placed on the CIR layer within 10 calendar days after the CIR layer is completed and initially achieves allowable moisture content.
- (4) The moisture content shall be determined from a sample retrieved over the full-depth of the CIR layer by weighting and drying to a constant weight using an oven at 230° ±9°F. Moisture content testing by nuclear density shall only be used for informational purposes not for acceptance. The department will obtain a sample(s) to verify the contractor's final moisture content values.

#### C.7.2 Tack Coat

- (1) The surface shall be prepared, and tack coat applied meeting the requirements of standard spec 455.3.2.
- (2) Tack coat application rate shall be 0.05 to 0.07 gal/SY. The engineer may adjust the tack coat application rate based on surface conditions.
- (3) Use only emulsified asphalt material as tack coat specified in standard spec 455.2.5. Paving grade asphaltic tack coat shall not be used.

## C.7.3 Surfacing

(1) Surfacing materials, equipment, and construction methods shall be in accordance with the applicable sections of the standard specs or contract special provisions.

#### **D** Measurement

- (1) The department will measure Cold In-Place Recycling (CIR) Asphalt Base layer by the square yard, acceptably completed.
- (2) The department will measure the Asphalt Stabilizing Agent incorporated into the work by the ton; as metered through a calibrated pump, or through delivered ticket quantity.

#### **E** Payment

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

| ITEM NUMBER | DESCRIPTION               | UNIT |
|-------------|---------------------------|------|
| 327.1000.S  | CIR Asphalt Base Layer    | SY   |
| 455.0770.S  | Asphalt Stabilizing Agent | TON  |

- (2) Payment is full compensation for measured quantities as specified above; all material including mixing and milling water; equipment necessary for milling and sizing, mixing, paving, compacting the completed CIR; incidentals necessary to the conduct mix design; including sampling and traffic control; mill the existing pavement for recycling, size the milled RAP, inject and mix the RAP with the stabilizing agent, place or pave, compact, and maintain the completed CIR.
- (3) The department will pay separately for preparation work and repair of yielding areas under the bid items Base Repair for CIR Layer and Prepare Foundation for CIR Base Layer.
- (4) The department will pay separately for removing or blading away of the adjacent shoulder material under the bid item Shaping Shoulders.
- (5) The department will pay separately for surfacing treatments, including tack coat, under the appropriate bid items.

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**END OF ADDENDUM**