

## HIGHWAY WORK PROPOSAL

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

Proposal Number: **024**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Portage	6414-00-79	WISC 2021182	Village Of Plover, Post Road; Springville Dr To Tommy'S Turnpike	BUS 051
Portage	6414-00-89	N/A	Village Of Plover, Post Road; Springville Dr To Tommy'S Turnpike	BUS 051

# ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: February 9, 2021 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 13, 2022	<b>SAMPLE NOT FOR BIDDING PURPOSES</b>
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.

**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

<b>Type of Work:</b> Grading, Base, Concrete Pavement, Asphalt Pavement, Concrete Driveway, Curb and Gutter, Sidewalk, Culvert Pipe, Storm Sewver, Concrete Precast Box Culvert, Guardrail, Signs, Pavement Markings, Street Lighting, Watermain, Sanitary Sewer, Fence	<b>For Department Use Only</b>
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 the internet.
  2. Electronic bid on a printout with accompanying diskette or CD ROM.
  3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.

- (3) The department will provide bidding information through the department's web site at:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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™ on-line bidding exchange at <http://www.bidx.com/> 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™ on-line bidding exchange by following the instructions provided at the [www.bidx.com](http://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:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's 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™ web site.
  2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
  4. Submit the bid before the hour and date the Notice to Contractors designates.
  5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

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

**Bidder Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ 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™ generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite™ 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 Corporate Seal)**

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

## NOTARY FOR PRINCIPAL

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

On the above date, this instrument was acknowledged before me by the named person(s).

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

\_\_\_\_\_  
(Name of Surety) **(Affix Seal)**

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

## NOTARY FOR SURETY

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

On the above date, this instrument was acknowledged before me by the named person(s).

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Date Commission Expires)

**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

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

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

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

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

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

\_\_\_\_\_  
(Date)



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**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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**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Projects 6414-00-79 and 6414-00-89, Village of Plover, Post Road, Springville Drive to Tommy's Turnpike, Business 51, Portage 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, 2021 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 (20200629)

**2. Scope of Work.**

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

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

The Springville Pond and this section of the Little Plover River is considered a warm water fishery. No in-water disturbance is allowed between the dates of March 1, 2022 to June 15, 2022 with both dates inclusive. This does not pertain to the 2021 construction season during the dam drawdown.

Wood Turtle (*Glyptemys insculpta*) is a threatened species that may be present near the project. Install the silt fence and the temporary small animal turn-around as shown in the plans from Station 182+00 to 190+00 before May 1<sup>st</sup> to prevent turtles from laying eggs in the work zone.

Red-shouldered Hawk (*Buteo lineatus*) is a threatened species that may be present near the project. Trees shall be cleared before April 1, 2021. In the event tree clearing will be done between April 1, 2021 and August 31, 2021, a site review shall be completed by the department's Regional Environmental Unit and engineer and approved by the WDNR before the contractor may clear trees. This review is to ensure there are no nesting Red-Shouldered Hawks in the trees to be cleared. If nests are determined to be found, tree clearing will not be permitted between April 1 and August 31.

**Interim Completions and Liquidated Damages**

Stage 1A Temporary Detour

Notify the engineer in writing 14 calendar days in advance of closing the roadway to vehicle and pedestrian traffic. Complete the work in Stage 1A Temporary Detour prior to August 27, 2021.

If the contractor fails to complete the work in Stage 1A Temporary Detour prior to August 27, 2021, the department will assess the contractor \$1,985 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM August 27, 2021. 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.

### Box Culvert

Complete the box culvert installation and all necessary work to reopen the roadway to vehicle and pedestrian traffic to Stage 1A conditions within 21 calendar days. Provide pedestrian accommodations within 10 calendar days of closing the roadway to pedestrians.

#### **Pedestrians:**

If the contractor fails to complete the necessary contract work to reopen the roadway in the box culvert vicinity to pedestrians as shown in the plans within 10 calendar days, the department will assess the contractor \$1,985 in interim liquidated damages for each calendar day the roadway remains closed to pedestrians in the vicinity of the box culvert beyond 10 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the roadway remains unopen to pedestrians beyond 12:01 AM.

#### **Vehicle traffic:**

If the contractor fails to complete the necessary contract work to reopen the roadway to vehicle traffic as shown in the plans within 21 calendar days the department will assess the contractor \$1,985 in interim liquidated damages for each calendar day the roadway remains closed to vehicle traffic beyond 21 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the roadway remains unopen to vehicles beyond 12:01 AM.

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

### **Winter Suspension**

Schedule and hold a pre-winter shutdown meeting with the engineer at least 5 working days prior to the commencement of the winter shutdown stage.

Winter Shutdown will commence on November 30, 2021. Do not resume work until April 12, 2022 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned start of construction in 2022. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

### **Fish Spawning**

There shall be no instream disturbance of Springville Pond 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 cold-water fish.

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

## **4. Traffic.**

Construct the project in 4 stages while maintaining two lanes of through traffic on Business 51 except for a short duration detour. Details of each stage are listed below.

Construct Business 51 one half at a time utilizing crossovers or lane shifts. Install temporary pedestrian accommodations prior to any major work. Locate the southern crossover between Plover Springs Drive and Springville Drive near the existing taper back to existing. Locate the northern crossover between MacArthur Way and Hickory Drive near the existing taper back to existing. Certain construction activities, i.g. storm sewer construction, will require a temporary one lane operation utilizing flaggers.

Provide and maintain access to businesses and residences at all times. Construct multiple entrances onto Business 51 on an open/close alternating basis. Construct properties with single entrances onto Business 51 one half at a time or provide a temporary base aggregate dense entrance constructed next to the existing entrance. Properties with alternate/additional access from a side street or alley shall use the alternate side street access while the entrances onto Business 51 are constructed.

Do not close both Patton Drive and MacArthur Way at the same time.

Maintain a minimum of one 12-foot travel lane in each direction at all times. Any flagging operations that reduce the traffic down to one lane shall be approved by the engineer prior to use.

Detailed staging information is as follows:

#### Stage 1

Install temporary or permanent sidewalk on the west side of Business 51 from the north termination of the existing west side sidewalk of Phase 1 near Station 178+00 to Springville Drive. Close the southbound lanes across the causeway. Merge both northbound and southbound traffic down to one northbound lane and one southbound lane utilizing the existing northbound (east side) lanes. Install the temporary concrete barrier wall from Springville Drive north to Station 189+00. Install temporary or permanent sidewalk behind the existing west side curb from Station 189+00 to 197+50. Install a temporary crosswalk to the east side of Business 51 that connects to existing sidewalk at Station 197+50.

#### Stage 1A

Maintain the reduction in traffic lanes from Stage 1, however, shift the northbound and southbound single traffic lanes to the west as shown in the Traffic Control Plans and Typical Section at the beginning of the Stage 1A plans. Begin construction of the east side of Business 51 from Station 179+00 to Station 191+00. Construct temporary pavement and sidewalk needed for Stage 2 on the east side of Business 51 from Station 191+00 to Station 197+50. Begin the Patton Drive infiltration pond and street realignment construction.

#### Stage 1A Temporary Detour

Install the Business 51 detour route signs as shown in the plans. Close Business 51 between Springville Drive and Rainbow Drive. Complete the box culvert work. Complete necessary work prior to returning traffic control to Stage 1A conditions for the remainder of the 2021 construction season.

#### Winter Shutdown Stage

Install the temporary pavement, signs and markings. Remove all drums, flexible tubular marker posts and bases.

#### Stage 2

Shift traffic on the south side of the project to the newly constructed and temporary lanes in Stage 1A. Construct the west side of Business 51 from Station 179+00 to Station 212+75.

#### Stage 3

Shift traffic to the newly constructed west side lanes completed under Stage 2. Construct the east side of Business 51 from Station 191+00 to Station 211+50.

#### Stage 4

Shift northbound and southbound traffic on Business 51 to the outside lanes and complete final center median work.

### **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**

<b>Closure type with height, weight, or width restrictions (available width, all lanes in one direction &lt; 16 feet)</b>	<b>MINIMUM NOTIFICATION</b>
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
<b>Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)</b>	<b>MINIMUM NOTIFICATION</b>
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 Business 51 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:

2021 Construction Season: Stage 1, 1A and 1B

- From noon Friday, May 28, 2021 to 6:00 AM Tuesday, June 1, 2021 for Memorial Day;
- From noon Friday, July 2, 2021 to 6:00 AM Tuesday July 6, 2021 for Independence Day;
- From noon Friday, September 3, 2021 to 6:00 AM Tuesday, September 7, 2021 for Labor Day.

2022 Construction Season: Stage 2, 3 and 4

- From noon Friday, May 27, 2022 to 6:00 AM Tuesday, May 31, 2022 for Memorial Day;
- From noon Friday, July 1, 2022 to 6:00 AM Tuesday July 5, 2022 for Independence Day;
- From noon Friday, September 2, 2022 to 6:00 AM Tuesday, September 6, 2022 for Labor Day.

stp-107-005 (20181119)

## 6. **Utilities.**

### **Projects 6414-00-79, 6414-00-89**

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 statues. Use caution to maintain the integrity of utilities.

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

Additional detailed information regarding the location of utility facilities is available at the region WisDOT office during normal working hours.

### **AT&T Wisconsin (Communication)**

AT&T has underground and overhead **communication** facilities throughout the project limits that are anticipated to be discontinued prior to construction as follows (stationing is approximate):

Existing overhead lines and poles located along Bus 51 (Post Road) from Station 187+15 LT and RT to Station 198+90 RT will be discontinued and removed.

The existing overhead line that begins at a pole at Station 202+95 LT and continues west along the north side of Patton Drive will be discontinued and removed.

Underground facilities to be discontinued in place throughout the project limits are located as follows:

- Copper cable that runs along the south side of Springville Drive and crosses Post Road at Station 181+30.
- Copper cable from a pole at Station 189+80 RT to the east right-of-way.
- Copper cable from a pole at Station 191+00 RT to the east along the north side of Rainbow Drive.

- Copper cable from a pole at Station 192+30 LT running south, then west across Post Road at Station 192+00 to the west right-of-way.
- Copper cable across Post Road at Station 195+15; running from a pole at Station 195+00 RT to a pole at Station 195+30 LT to the west right-of-way near Station 194+90 LT.
- Copper cable along the east side of Post Road from Station 193+60 RT to Station 195+00 RT.
- Copper cable along the west side of Post Road from Station 197+80 LT to Station 202+95 LT.
- Copper Cable across Post Road at Station 198+75, from a pedestal at Station 198+75 LT running east to a manhole at Station 198+75 RT.
- Copper cable along the east side of Post Road from Station 207+00 RT to Station 211+00 RT.

All above ground pedestals associated with discontinued lines will be removed as follows:

- The pedestal at Station 181+25, 65' LT will be removed prior to construction.
- The pedestals at Station 197+75 LT, Station 198+75 LT, Station 199+65 LT, and Station 202+95 LT will be removed prior to construction.
- The pedestals at Station 207+90 RT and Station 210+05 RT will be removed prior to construction.

AT&T has underground **communication** facilities in the project limits that are anticipated to be relocated prior to construction as follows (stationing is approximate):

- Beginning at the manhole at Station 198+75 RT, a copper cable runs north to Roberts Road then turns east along the south side of Roberts Road. The cable will be exposed at the intersection with Roberts Road and will be relocated southeast at a minimum depth of 18-inches.

AT&T has underground and overhead **communication** facilities throughout the project limits that will be relocated during construction as follows (stationing is approximate):

A new underground communication line will be placed jointly with Wisconsin Public Service Corporation (WPSC) by the WPSC contractor. The line will begin at an existing pedestal at Station 198+75 RT. From this pedestal, the line will run west across Post Road to the back edge of sidewalk at Station 198+75 LT, then continue south along the back edge of sidewalk to Station 189+65 LT. From there, the line will run east across Post Road to the back edge of sidewalk at Station 189+65 RT. From there, the line will run north to the proposed curb radius with Rainbow Drive where it will jog east then north to cross under Rainbow Drive at Station 60+67. Once across Rainbow Drive the line will turn east and leave the project. New pedestals will be placed as necessary along the line to pick up services and lateral cables from outside the limits of construction.

Allow approximately 60 working days for AT&T to complete cutover, removals, and discontinuation of facilities after joint relocation with WPSC is completed.

Prior to storm sewer construction, AT&T will adjust the existing 9-duct underground cable package which runs along the existing east curb line of Post Road. The 9-duct package extends beyond the north and south limits of the project. Lane closures along Post Road and Springville drive will be furnished by AT&T, and temporary asphalt or concrete will be placed as needed by AT&T for restoration. Allow AT&T approximately 25 working days to complete the adjustments. The locations of adjustment are as follows (stationing is approximate):

- At Station 181+45 RT the 9-duct package will be exposed 100' either side of a proposed storm sewer crossing, and the 9-duct package will be lowered to an elevation sufficient to clear the proposed storm sewer.
- From Station 184+50 to Station 187+00 the 9-duct package will be exposed and lowered to an elevation sufficient to clear proposed storm sewers at Station 185+17 LT and Station 186+40 LT.
- At Station 200+80 RT the 9-duct package will be exposed 60' either side of a proposed storm sewer crossing, and the 9-duct package will be lowered to an elevation sufficient to clear the proposed storm sewer.

Prior to paving, AT&T will adjust manhole frames and covers at each of four existing manholes along the 9-duct package at the following locations. Contact Chuck Bartelt at (920) 929-1013 prior to paving and allow 1 working day for adjustments at each manhole:

- Station 183+15, 15' LT
- Station 191+05, 0' LT
- Station 198+75, 35' RT
- Station 206+70, 35' RT

The 9-duct package is located in close proximity to a proposed street light base at Station 182+60 LT.

- AT&T will vacuum excavate the base upon request. Contact Chuck Bartelt, (920) 929-1013 in advance of the base installation and allow 1 day for AT&T to complete the excavation.

The 9-duct package will remain in service during construction of Structure C-9-42. The duct package crosses the proposed excavation limits of Structure C-9-42 as shown on the plans. AT&T will provide and install an overhead support system connected to the duct package during structure Stage 4 construction as shown on the plans. Cooperate with AT&T to facilitate the preservation of the duct package as follows:

- Allow AT&T to initially excavate and expose the 9-duct package across the proposed excavation limits of Structure C-49-2. AT&T will install 2 temporary 15' support poles with guy anchors on either side of the excavation limits and connect temporary overhead support cables between the poles to span the proposed excavation along the duct package. The duct package will be raised, suspended, and supported in place by the overhead cables. Cooperate and coordinate with AT&T to determine the locations of the support poles and guy anchors.
- Carefully work around the suspended duct package and its cable support system during Structure C-49-2 excavation and construction. Do not disturb the duct package or cable support system.
- Do not disturb the duct package during Structure C-49-2 backfill. Allow AT&T to observe the backfill operation. Communicate and coordinate site restoration grading and schedule with AT&T.
- Upon completion of Structure C-49-2 backfill, AT&T will bury the exposed duct package at its pre-construction elevation and remove the temporary poles, guy anchors, and support cables.
- Provide minimum 20 day advance notice to AT&T prior to the start of Structure C-49-2 excavation to discuss and coordinate the work by AT&T. AT&T contact: Chuck Bartelt (920) 929-1013.
- Allow AT&T approximately 15 working days to expose and suspend the duct package.
- Allow AT&T approximately 10 working days to dismantle the support system and bury the duct package.

AT&T has underground fiber optic lines beneath the east sidewalk of Post Road from Station 178+50 RT to Station 179+25 RT, and from Station 198+75 RT to Station 202+00 RT which will remain in service during construction. AT&T will adjust existing handholes located at Station 179+25 RT and Station 202+00 RT to grade during construction at the time of paving.

- Contact Chuck Bartelt at (920) 929-1013 prior to paving and allow 1 working day for adjustments at each handhole.

AT&T has underground facilities that will remain in service during construction. The locations of these facilities are as follows (stationing is approximate):

- Beginning at the manhole at Station 198+75 RT, a copper cable runs north to Roberts Road then turns east along the south side of Roberts Road. The cable will be exposed at the intersection with Roberts Road and will be relocated southeast at a minimum depth of 18-inches prior to construction.
- A copper cable that begins at a manhole at Station 198+75 RT and runs east to a pedestal on private property will also remain in place.
- A copper cable that crosses Post Road at Station 211+10.

### **Charter Communications (Communication)**

Charter Communications has overhead **communication** facilities throughout the project limits that are anticipated to be relocated prior to construction and concurrently with Wisconsin Public Service Corporation (WPSC) electric facilities.

All existing overhead communication lines throughout the project are located on WPSC poles. The communication lines will be removed from the WPSC poles and relocated underground concurrently with WPSC electric facility relocation work.

Charter will install new underground facilities jointly with Wisconsin Public Service Corporation (WPSC) electric. Charter facilities will be encased in a separate 2-inch conduit parallel to electric lines below finished grade and installed as follows with no conflicts anticipated:

Beginning on Springville Drive at approximately Station 57+15 RT, one conduit will run west along the south side of Springville Drive adjacent to the WPSC electric facility and will continue across Post Road at approximately Station 181+17 to a new pedestal located at approximate Springville Drive Station 54+15 RT.

From the new pedestal at approximately Station 54+15 RT, the conduit will continue north across Springville Drive and along the west side of Post Road to a new pedestal located at approximately Station 187+40 LT.

- The existing overhead Charter cable on Wisconsin Public Service (WPSC) poles along the west side of Post Road between Station 181+65 LT and Station 187+40 LT will temporarily remain in service for Structure C-49-02 construction.

From the new pedestal at Post Road approximately Station 187+40 LT, two conduits will continue north along the west side of Post Road to a new pedestal located at approximate 189+66 LT. A third conduit will run north from the pedestal then turn east across Post Road at approximately Station 187+98 to a new pedestal located at approximately Station 187+98 RT. A service drop will continue east from the pedestal to the right-of-way line.

From the new pedestal at approximately Station 189+66 LT, two conduits will run east across Post Road to approximately Station 189+66 RT then turn and continue north along the east side of Post Road then northeast along the right-of-way limits to Rainbow Drive at approximately Station 60+69, 22' RT. From that point, the conduits will be bored north across Rainbow Drive to approximately Station 60+69, 32' LT. From that point, the conduits will run east out of the project.

From the new pedestal at approximately Station 189+66 LT, two conduits will continue north along the west side of Post Road to approximately Station 192+00 LT, where one conduit will enter a new pedestal and the other conduit will continue north to a new pedestal located at approximately Station 199+66 LT.

- One conduit will run west out of the pedestal at Station 192+00 LT.
- One conduit will run north from the pedestal at Station 192+00 LT to a new pedestal located at approximately Station 195+18 LT.

From the pedestal at Station 195+18 LT:

- One conduit will run east across Post Road to approximately Station 195+00 RT and will continue east out of the project.
- One conduit will run north to approximately Station 196+50 LT then turn west and continue out of the project.
- One conduit will run north to a new pedestal at approximately Station 199+66 LT.
- One service drop conduit will run south from the pedestal then west beyond the project.

From a new pedestal located at approximately Station 197+00 RT new conduit will run north along the east side of Post Road to a new pedestal located at approximately Station 198+77 RT then west across Post Road to a new pedestal located at approximately Station 198+82 LT.

- One conduit will run north from the pedestal at Station 198+77 RT to a new pedestal located at approximately Station 199+66 RT, then connect with a pole located at approximately Station 200+00 RT.

From the new pedestal at Station 199+66 RT, new conduit will run west across Post Road to the new pedestal at approximately Station 199+66 LT.

From the new pedestal at Station 199+66 LT:

- One conduit will run west out of the project.
- One conduit will run north along the west side of Post Road to a new pedestal located at approximately Station 202+95 LT, then continue east across Post Road to Station 202+95 RT,

then turn 90 degrees north and continue to a new pedestal located at approximately Station 202+40 RT.

- One conduit will run north along the west side of Post Road to approximately Station 202+95 LT, then turn 90 degrees east and cross Post Road to Station 202+95 RT, then continue north along the east side of Post Road to a new pedestal located at approximately Station 204+40 RT.

From the new pedestal located at Station 204+40 RT:

- One conduit will run north to a new pedestal located at approximately Station 206+84 RT.
- One conduit will run north along the east side of Post Road to approximately Station 206+00 RT, then turn 90 degrees west and cross Post Road to Station 206+00 LT, then turn 90 degrees and continue north along the west side of Post Road to approximately Station 208+00 LT, then turn 90 degrees west and continue along the south side of Macarthur Way to Station 73+35 RT, then turn 90 degrees north and cross Macarthur Way to Station 73+35 LT, then turn 90 degrees east and continue along the north side of Macarthur Way, turning northeast to avoid the proposed grit chamber then turning north to continue along the west side of Post Road to a new pedestal located at approximately Station 211+10 LT.
- One conduit will run north along the east side of Post Road to approximately Station 206+00 RT, then turn 90 degrees west and cross Post Road to a new pedestal located at approximately Station 206+00 LT, then continue north along the west side of Post Road to approximately Station 208+00 LT, then turn 90 degrees west and continue along the south side of Macarthur Way to Station 73+35 RT, then turn 90 degrees north and cross Macarthur Way to a new pedestal located at approximately Station 73+35 LT, then turn east and continue along the north side of Macarthur Way, turning northeast to avoid the proposed grit chamber then connecting with a new pedestal located at approximately Station 209+00 LT.
- From the new pedestal at Station 209+00 LT, one conduit will run north to the new pedestal at Station 211+10 LT, and one new conduit will run east across Post Road to a new pedestal located at approximately Station 209+00 RT.

Charter has underground and overhead communication facilities within the project limits that will be relocated during construction as follows:

Charter will support new conduit exposed due to excavation for proposed grit chambers at Springville Drive Station 55+50 RT and Macarthur Way Station 74+15 LT.

- Provide notice to Charter to arrange for support.

WPSC will remove its overhead lines and poles during Structure C-49-02 stage 4 construction to allow the installation of temporary shoring and completion of Structure C-49-02. Provide a minimum 3 week notice to Charter to request concurrent removal of its overhead communication cable.

- Provide notice to Charter prior to completion of backfill and restoration of Structure C-49-02 stage 4 excavation to allow directional bore of new underground communication conduit along the west side of Post Road. Coordinate and communicate with Charter to allow the directional bore to occur during traffic control Stage 1A temporary detour as shown in the plans.
- Provide Charter with the location, length, and depth of any temporary shoring left in place.

After Structure C-49-02 construction stage 4 as shown in the plans is brought up to grade and restored, new underground communication conduit will be completed along the west side of Post Road jointly with WPSC electric facilities.

- The temporary overhead line along Post Road will be removed.

### **Village of Plover (Sanitary Sewer)**

The Village of Plover has underground sanitary sewer facilities throughout the project limits that will be reconstructed or adjusted by the contractor according to the plans and additional articles in these special provisions under Project 6414-00-89.



## **Village of Plover (Water)**

The Village of Plover has underground water facilities throughout the project limits that will be reconstructed or adjusted by the contractor according to the plans and additional articles in these special provisions under Project 6414-00-89.

## **Wisconsin Public Service Corporation (WPSC) (Electricity)**

Wisconsin Public Service Corporation (WPSC) has both underground and overhead **electrical** facilities throughout the project limits.

The following existing overhead electric facilities are anticipated to be removed prior to construction (all stationing is approximate):

- Overhead electric lines and poles along the south side of Springville Drive from Station 54+28 RT to Station 57+15 RT.
- Overhead electric lines along the north side of Rainbow Drive.
- Overhead electric lines and poles along the west side of Post Road, from Springville Drive Station 54+28 RT to Post Road Station 211+00 LT.
- Overhead electric lines that cross Post Road at Station 182+75 LT, Station 186+75 LT, Station 187+85 LT, Station 190+00 LT, Station 191+00 LT, Station 195+20 LT, Station 196+75, Station 198+75, Station 199+75, and Station 204+65, and Station 207+25.

The following existing underground electric facilities are anticipated to be discontinued in place prior to construction (all stationing is approximate):

- Two underground electric lines from a pole at Post Road Station 206+00 LT, to the west right-of-way limit.
- An underground electric line from a pole at Macarthur Way Station 74+73 LT, north to Post Road Station 209+05 LT.
- An underground electric line from a pole at Macarthur Way Station 74+73 LT, west along the north side of Macarthur Way.
- Two underground electric lines running south across existing Patton Drive from a pole located at Station 68+45, 90' RT.

The existing pole located on Post Road at Station 191+00, 15' RT is an AT&T pole and will be removed by AT&T during removal of overhead electric lines.

WPSC has both underground and overhead electric facilities within the project limits that will be relocated during construction. The combination of existing electric facilities kept in service and new electric facilities relocated is generally described as follows (all stationing is approximate):

WPSC will support electric lines exposed due to excavation for proposed grit chambers at Springville Drive Station 55+50 RT and Macarthur Way Station 74+15 LT.

- Provide notice to WPSC to arrange for support.

The existing overhead electric line and poles along the west side of Post Road between Station 181+65 LT and Station 187+40 LT will temporarily remain in service during Structure C-49-2 construction stage 3 and stage 4 as shown in the plans.

- A new temporary pole and guy anchor will be placed at Station 187+40, 66' LT.
- WPSC will remove the overhead line and poles during Structure C-49-2 stage 4 construction to allow the installation of temporary shoring and completion of Structure C-49-2. Provide a minimum 3 week notice to WPSC to request removal of the overhead line.
- Provide notice to WPSC prior to completion of backfill and restoration of Structure C-49-2 stage 4 excavation to allow directional bore of new underground electric lines along the west side of Post Road. Coordinate and communicate with WPSC to allow the directional bore to occur during traffic control Stage 1A temporary detour as shown in the plans.
- Provide WPSC with the location, length, and depth of any temporary shoring left in place.

After Structure C-49-2 construction stage 4 as shown in the plans is brought up to grade and restored, new underground lines will be installed along the west side of Post Road starting from the pole at Springville Drive Station 54+16 LT and continuing east along the existing back of curb to Post Road

Station 182+37, 60' LT where the lines will be directional bored north along the west side of Post Road and terminate at a new junction enclosure at Station 187+40, 67' LT.

- The temporary overhead line along the east side of Post Road will be discontinued and removed along with the poles.
- An existing overhead electric line that crosses Springville Drive at Station 54+30 will be removed.

WPSC has both underground and overhead electric facilities within the project corridor that are anticipated to be relocated prior to construction.

Underground electric facilities may become temporarily exposed during excavation and installation of water and sanitary sewer service laterals. Carefully hand dig around underground electric lines to preserve and protect the electric facilities. Prior to digging, contact WPSC for assistance with identifying water and sewer crossings of live electric lines.

The combination of existing electric facilities kept in service and new electric facilities anticipated to be relocated prior to construction is generally described as follows (all stationing is approximate):

Existing underground electric lines will remain in service along the back edge of sidewalk on the west side of Post Road, from the beginning of the project at Station 178+07 LT to the existing transformer located on Springville Drive at Station 54+08, 25' RT and junction enclosures located at Station 54+15, 29' RT and Station 54+28, 38' RT. The existing transformer and junction enclosures will remain in service and no conflicts are anticipated.

New underground electric lines will be installed throughout the project corridor. Installation will begin at the existing equipment located along Springville Drive at Station 54+08 RT, Station 54+15 RT, and Station 54+28 RT in the southwest corner of the intersection with Post Road.

Starting at Springville Drive Station 54+15, 29' RT new underground electric lines will be installed southeast to Post Road Station 181+17, 47' LT then cross under Post Road to Station 181+17, 47' RT to a new pedestal. This crossing will have a one-phase conductor plus a spare 4-inch conduit, which will terminate inside the new pedestal.

- A new pedestal will be installed at Station 181+17, 47' RT.

From the new pedestal at Station 181+17, 47' RT the electric lines will continue northeast along the right-of-way past the proposed grit chamber to Springville Drive at Station 55+80 RT, then turn east under the sidewalk to an existing pole at Station 57+15, 18' RT. The pole at Station 57+15, 18' RT will be replaced, and the electric lines will connect to other existing overhead conductors at the pole. The existing overhead lines from the pole at Station 57+15, 18' RT that continue south will also be replaced and remain in service.

- A pole will be replaced to remain in service on Springville Drive at Station 57+15, 18' RT.
- WPSC will support electric lines exposed along the proposed grit chamber at Springville Drive Station 55+50 RT during its construction. Provide notice to WPSC to arrange for the support.

New underground electric lines will be bored under Springville Drive. The primary conductor will be fed from the existing junction enclosure at Station 54+15 RT and the secondary conductor will be fed from the existing transformer at Station 54+08 RT. The lines will be bored northerly under Springville Drive at Station 54+16. The lines will continue to a new pole at Station 54+16 LT, where the secondary conductor will terminate.

- A new pole will be installed on Springville Drive at Station 54+16 LT.

From a new junction enclosure at Station 187+40 LT, a short piece of underground conductor will be installed to a new pole at Station 187+45 LT which will replacing the existing pole.

- An existing pole will be replaced at Station 187+45 LT.
- A new junction enclosure will be installed at Station 187+40, 67' LT.

From the new junction enclosure at Station 187+40 LT, new underground electric lines will run north to Station 187+98, 68' LT where one line will bore east under Post Road to a new transformer located at the back of proposed sidewalk at Station 187+98 RT. The lines will cross proposed storm sewer at Station 187+98 LT an approximate depth of 8' below grade. From the new transformer at Station 187+98 RT, underground line will continue to a new pole located at Station 188+60, 44' RT. A new underground line will also run from the new transformer at Station 187+98 RT to adjacent property at 2921 Rainbow Drive.

- A new transformer will be installed at the back of proposed sidewalk at Station 187+98 RT.

- A new pole will be installed at Station 188+60, 44' RT.

From Station 187+98 LT, new underground electric lines will run north along the back of proposed sidewalk to Station 189+66, 68' LT where a new junction enclosure and a new transformer will be placed. From the new transformer, a new underground line will be installed west to an existing pole. From the new junction enclosure, a new underground line will be bored easterly across Post Road, to the back of proposed sidewalk at Station 189+66, 43' RT. The lines will cross proposed storm sewer at Station 189+66 LT at an approximate depth of 3.5' below existing grade and Station 189+66 RT at an approximate depth of 4' below existing grade. From Station 189+66, 43' RT, the underground lines will run north then northeast along the right-of-way limits to Rainbow Drive at Station 60+69, 22' RT. From that point, the underground lines will be bored across Rainbow Drive to Station 60+69, 32' LT. From that point, the lines will run east out of the project area, and the existing overhead line will be removed. The lines will cross proposed storm sewers at Station 60+69 RT and Station 60+69 LT at approximate depths of 4.5' below existing grade.

- A new junction enclosure will be installed at approximately Station 189+66, 68' LT.
- A new transformer will be installed at approximately Station 189+66, 68' LT.
- Coordinate with WPSC and field adjust the exact location of the new water service lateral near Station 189+66 LT to minimize conflict with the electrical equipment.

The existing overhead line that crosses Post Road at Station 191+00 and continues east along Rainbow Drive will be removed along with its poles, except the existing pole at Post Road Station 191+00, 15' RT is owned by AT&T and will remain after removal of the electric lines.

- An existing AT&T pole located at Station 191+00, 15' RT will be removed by others.

Proceeding north from Station 189+66 LT, new underground electric lines will be bored at an approximate 5' depth along the back of proposed sidewalk along the west side of Post Road. The lines will terminate at Station 191+98, 68' LT at a new pedestal located 1' inside of the right-of-way. From this point, the lines will be bored north to Station 195+18, 68' LT to a new junction enclosure and transformer. The lines will cross proposed storm sewer at Station 192+80 LT and Station 194+60 LT at approximate depths of 6' below grade.

- A new pedestal will be installed at Station 191+98, 68' LT.
- A new junction enclosure will be installed at Station 195+18, 68' LT.
- A new transformer will be installed at Station 195+18, 68' LT.

From the new equipment at Post Road Station 195+18 LT, new underground lines will cross Post Road easterly to Station 195+00, 48' RT to a new pole. The lines will cross proposed storm sewer at Station 195+10 LT at an approximate depth of 7' below existing grade. One of the conductors will extend up the new pole to serve an existing overhead service. There will be a new line installed south from the equipment at Station 195+18 LT, to splice onto the existing service wire feeding west at Station 194+55 LT.

- A new pole will be installed at Station 195+00, 48' RT.

Proceeding north from Station 195+18 LT, new underground lines will be installed behind proposed sidewalk to Station 198+58 LT where a new underground line will run along the lot line to the west. The lines will cross proposed storm sewer at Station 197+20 LT at an approximate depth of 6' below grade. The existing underground line that runs west from a pole located at Station 196+60 LT will be discontinued in place.

Continuing north from Station 198+58 LT the underground lines will run along the west right-of-way within 3' of proposed sidewalk to Station 198+82, 68' LT where a new pole will be installed. From the pole, a section of new underground line will run east across Post Road to a new transformer located at approximately Station 198+77 RT.

- A new pole will be installed at Station 198+82, 68' LT.
- A new transformer will be installed at Station 198+77 RT.

Continuing from Station 198+82 LT, the underground lines will continue north to Station 199+66, 68' LT where new junction enclosures will be installed. From the new junction enclosures, new underground lines will run west out of the project area, and new underground lines will run east across Post Road to new junction enclosures along Roberts Road. The lines will cross proposed storm sewer at Post Road Station 199+66 LT at an approximate depth of 7' below existing grade.

- Two new junction enclosures will be installed at Station 199+66, 68' LT.
- A new junction enclosure will be installed along Roberts Road at Station 62+50, 55' RT.
- A new junction enclosure will be installed along Roberts Road at Station 62+58, 47' RT.

An underground electric line along Roberts Road will be installed from the junction enclosure at Station 62+58, 47' RT to a replacement pole near Station 62+65, 40' RT. The new equipment and pole will maintain the existing overhead line in service along the south side of Roberts Road. From the new equipment, new underground lines will run south to Post Road Station 198+77, 47' RT where a new pole and new transformer will be installed east of the new sidewalk. The pole will serve the existing overhead line that feeds east and will remain in place. From the new transformer at Station 198+77 RT, new underground lines will run south to Post Road Station 196+97, 50' RT and terminate at a new pole. The existing pole near Station 196+97, 50' RT will be removed.

- A pole will be replaced along Roberts Road at Station 62+65, 40' RT.
- A new pole will be installed along Post Road at Station 198+77, 47' RT.
- A new transformer will be installed along Post Road at Station 198+77, 47' RT.
- A pole will be replaced along Post Road at Station 196+97, 50' RT.

From the new junction enclosures at Post Road Station 199+66, 68' LT new underground lines will run north behind back of proposed sidewalk to Station 202+95, 71' LT at a new junction enclosure. At Station 200+80 LT the lines will cross proposed storm sewer at an approximate depth of 6' below existing grade.

- A new junction enclosure will be installed at Station 202+95, 71' LT.

From the new junction enclosure at Station 202+95 LT, new underground lines will run to a new pole located 10' west of the existing pole at Station 202+95, 30' LT on Patton Drive. The new pole will connect the new underground line with the existing overhead line to remain in place along the north side of Patton Drive.

- A new pole will be installed at Station 202+95, 30' LT.

Continuing west along the north side of existing Patton Drive, a pole located at Station 68+45, 85' RT will be relocated 20' west to avoid the new driveway being installed to 1401 Post Road. From the relocated pole, two new underground electric lines will be installed across existing Patton Drive.

- An existing pole on Patton Drive at Station 68+45, 85' RT will be relocated approximately 20' west.
- An underground line will run 35' west then 70' south from the relocated pole to the property at 1401 Post Road.
- An underground street lighting wire will run 70' south then 30' east from the relocated pole to an existing pole.

The existing overhead lines running west along old Patton Drive from the relocated pole at Station 68+45 RT will remain in place and no conflicts are anticipated. The existing underground electric line crossing near the west project limit of Patton Drive at Station 65+55 will remain in service and no conflicts are anticipated.

From the new junction enclosure at Post Road Station 202+95 LT, new underground lines will run east across Post Road to the back of proposed sidewalk at Station 202+95 RT. At Station 202+95, 30' LT the lines will cross proposed storm sewer at an approximate depth of 7.5' below existing grade.

From Post Road Station 202+95 RT, the new underground lines will continue north along the back edge of sidewalk to Station 204+40, 46' RT where a new junction enclosure and transformer will be installed. The existing pole at Station 204+40 RT will be removed along with its overhead line to the west.

- A new junction enclosure will be installed at Station 204+40, 46' RT.
- A new transformer will be installed at Station 204+40, 46' RT.
- Coordinate with WPSC and field adjust the exact locations of the new water service lateral and hydrant near Station 204+40 RT to minimize conflicts with the electrical equipment.

From Post Road Station 204+40, 46' RT new underground lines will run north to Station 206+00 RT. From that point, the underground lines will run west across Post Road to a new transformer located at Station 206+00, 67' LT. At Station 206+00, 25' LT the lines will cross proposed storm sewer at an approximate depth of 7.5' below existing grade.

- A new transformer will be installed at Station 206+00, 67' LT.

From Post Road Station 206+00 RT, new underground line will continue north along the back edge of the sidewalk to Station 206+84, 46' RT to an existing pole at Station 206+84, RT. The existing overhead line and pole at Station 207+50 LT will be discontinued and removed.

From Post Road Station 206+00, 67' LT new underground lines will continue north along the back edge of sidewalk to Station 208+00, 69' LT. At Station 207+00 LT the lines will cross proposed storm sewer at an approximate depth of 6' below existing grade. From Station 208+00, 69' LT the lines will run west along the Macarthur Way south right-of-way line to Macarthur Way Station 73+35 RT. From that point, the lines will run north across Macarthur Way to a new junction enclosure located near Station 73+35 LT. Existing underground lines along Macarthur Way from the west will be connected to the new junction enclosure at Station 73+35 LT.

- A new junction enclosure will be installed at Station 73+35 LT.

From Macarthur Way Station 73+35 LT, new underground line will run to Station 74+00 LT then northeast along the right-of-way past the grit chamber to Post Road Station 209+00, 67' LT to a new transformer. From the new transformer, new underground lines will run east across Post Road to connect with an existing underground line from an existing pedestal located at Station 209+00, RT.

- WPSC will support the conductors exposed by the grit chamber excavation during construction. Provide notice to WPSC to arrange for the support.
- A new transformer will be installed at Station 209+00, 67' LT.
- An existing pedestal located at Station 209+00 RT will remain in service.

From Station 209+00 LT new underground electric lines will be bored north to Station 211+10, 70' LT then spliced to existing underground facilities to remain in place located behind proposed back of sidewalk.

The existing underground line crossing Post Road at Station 212+55 will remain in place and no conflicts are anticipated.

Work planned prior to construction is scheduled to begin in October 2020 and is estimated to take approximately 160 working days to complete.

### **Wisconsin Public Service Corporation (WPSC) (Gas/Petroleum)**

WPSC has existing underground **gas** facilities throughout the project limits.

WPSC has existing 4-inch gas line along the north side of Post Road, entering the project at Station 178+07 LT and exiting the project at Station 214+38 LT.

WPSC has existing 2-inch gas line along side streets as follows:

- The north side of Springville Drive, west of Post Road.
- The south side of Springville Drive, east of Post Road. The gas line crosses Post Road near Station 181+80.
- The north side of Rainbow Drive. The gas line crosses Post Road near Station 190+90.
- The south side of Patton Drive.
- The north side of Macarthur Way.
- The south side of Hickory Drive.
- The south side of Hickory Drive, beginning at Post Road Station 213+60, 80' RT.

WPSC has multiple existing gas service laterals along Post Road throughout the project.

The following work is anticipated to be completed by WPSC prior to construction (all stationing is approximate):

Discontinue in place and relocate 4-inch gas line along Post Road between Station 182+70 to Station 212+00. New 4-inch gas line will tie into existing 4-inch gas line at Station 182+70 LT and be installed north under the proposed sidewalk along the west side of Post Road to Station 202+98 LT, then continue as follows:

- From Station 202+98 LT the 4-inch gas line will cross Post Road easterly to Station 202+98 RT then continue north under the proposed sidewalk along the east side of Post Road to Station

205+85 RT. At Station 202+98 LT the gas line will cross proposed storm sewer at an approximate depth of 7'-6" below existing grade.

- From Station 205+85 RT the 4-inch gas line will cross Post Road westward to Station 205+85 LT and continue north under the proposed sidewalk along the west side of Post Road to Station 208+00 LT where the gas line will turn west along the south side of Macarthur Way to Station 73+80 RT. At Station 73+80 RT the gas line will turn and run north across Macarthur Way at an approximate depth of 4'-6" below existing grade to Station 73+80 LT, then continue east along the northwest side of the grit chamber to Post Road Station 209+10 LT. At Station 209+10 LT the gas line will continue north along the west side of Post Road to Station 212+00 LT and tie into existing gas line. The crossing depth under the storm sewer at Station 205+85 LT will be approximately 5'-9" below existing grade.
- The new gas line will be temporarily gapped between Station 184+15 LT and Station 184+70 LT to accommodate the construction of Structure C-49-2. The existing gas line between Station 184+15 LT and Station 184+70 LT will be isolated and discontinued prior to construction, and the contractor will remove and dispose of the existing gas line in conflict.
- The segment of new gas line between Station 184+15 LT and Station 184+70 LT will be installed by WPSC upon completion of Structure C-49-2 and backfill brought up to finished grade. Provide WPSC with notice of backfill completion. Allow approximately 3 working days for WPSC to complete the connection.

The depths of the new 4-inch gas line along Post Road will vary between approximately 3'-3" to 4'-2" below existing grade, except the line will be placed lower at storm sewer crossings as follows:

- Station 189+82 LT, approximate depth of 5'-6" below existing grade.
- Station 192+80 LT, approximate depth of 4'-6" below existing grade.
- Station 194+65 LT, approximate depth of 5'-6" below existing grade.
- Station 197+30 LT, approximate depth of 4'-8" below existing grade.
- Station 200+85 LT, approximate depth of 6'-0" below existing grade.

New 2-inch gas line will tie into existing 4-inch gas line on Post Road at Station 181+30 LT and be installed east across Post Road at an approximate depth of 3' below existing grade and along the south side of Springville Drive as follows:

- The 2-inch gas line will run south and around the proposed grit chamber located at Station 181+50 RT then continue east under the proposed sidewalk along the south side of Springville Drive to Station 56+75 RT where it will tie into existing gas line.
- The existing gas line that crosses Post Road near Station 181+80 and runs east along the south side of Springville Drive will be discontinued in place up to Station 56+75 RT along Springville Drive.
- The depths of the new 2-inch gas line along the south side of Springville Drive will vary between approximately 3'-7" to 4'-7" below existing grade.

The existing 4-inch gas line which crosses Springville Drive near Station 54+00 and runs between the tie-in points at Station 181+30 LT and Station 182+70 LT will remain in service and no conflicts are anticipated. The existing 2-inch gas line that runs along the north side of Springville Drive west of Post Road will remain in service and no conflicts are anticipated.

New 2-inch gas line will tie into new 4-inch gas line on Post Road at Station 189+50 LT and run east across Post Road to Station 189+50 RT then turn 90 degrees and run north under the east sidewalk of Post Road to the curb at Station 190+40 RT, then turn east then north to cross Rainbow Drive at Station 60+65 at an approximate depth of 4'-0" below existing grade. At Rainbow Drive Station 60+65 LT the gas line will turn 90 degrees east and continue out of the project limits.

New 2-inch gas line will tie into the new 4-inch gas line on Post Rd at Station 199+80 LT and continue west for 200' where it will terminate.

The existing 2-inch gas line along Patton Drive will remain in service and be tied into the new 4-inch gas line at Station 202+50 LT.

Existing gas service laterals along Post Road will remain in service and reconnected to the new 4-inch gas line at the following locations (stationing is approximate). All new and tied over lateral service lines

will be installed at depths to accommodate proposed storm sewer. The portions of existing gas service laterals that are discontinued will be left in place:

- Station 186+70, LT
- Station 187+75, RT replacement across Post Road.
- Station 189+65, LT
- Station 190+30, LT
- Station 192+10, LT
- Station 194+60, LT
- Station 195+40, RT replacement across Post Road.
- Station 196+50, RT replacement across Post Road.
- Station 197+05, RT
- Station 198+60, LT
- Station 199+50, RT new gas line tie-in across southbound Post Road.
- Station 201+60, RT new gas line tie-in across southbound Post Road.
- Station 206+70, LT new gas line tie-in across northbound Post Road.
- Station 207+15, RT
- Station 208+90, RT
- Station 210+35, RT new gas line tie-in across southbound Post Road.

Underground gas facilities may become temporarily exposed during excavation and installation of storm sewer or water service laterals. Carefully hand dig and backfill around underground gas facilities to preserve and protect the facilities. Prior to digging near gas facilities, contact WPSC for assistance with identifying water service and storm sewer crossings of active natural gas lines.

WPSC has installed new marker posts and flush mount boxes within the paving limits. Contact WPSC to move posts during construction. Do not push or pull on posts or boxes as it may damage WPSC facilities. Ensure all flush mount boxes are not paved over and remain accessible once paving is completed.

Contact WPSC before removing any gas facilities, to verify that they have been discontinued and carry no natural gas. Do not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from WPSC.

Work planned prior to construction is scheduled to begin in September 2020 and is estimated to take approximately 55 working days to complete.

## **7. Municipality Acceptance of Sanitary Sewer and Water Main Construction.**

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

105-001 (20140630)

## **8. Referenced Construction Specifications.**

Construct the sanitary sewer and water main work conforming to the "Standard Specifications for Sewer and Water Construction, latest edition." If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

## 9. Public Convenience and Safety.

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least 2 business days before road closures, lane closures, or detours are put into effect:

Portage County Sheriff's Department  
Wisconsin State Patrol  
Plover Fire Department  
Plover Public Works Department  
Stevens Point Area Public School District  
Plover Post Office  
Stevens Point Post Office

The Portage County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20141015)

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

### A Description

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

#### A.1 Railroad Insurance Requirements

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

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works; 3912 S. Pokegama Road, Superior, WI 54880; Telephone (715) 345-2503; E-mail: [Jackie.macewicz@cn.ca](mailto:Jackie.macewicz@cn.ca).

Also send a copy to the following: Jared Kinziger, NE and NC Region Railroad Coordinator; 944 Vanderperren Way, Green Bay, WI 54304; Telephone (920) 492-7713; E-mail: [jared.kinziger@dot.wi.gov](mailto:jared.kinziger@dot.wi.gov).

Include the following information on the insurance document:

- Project ID: 6414-00-79/89
- Project Location: Village of Plover, Wisconsin
- Route Name: BUS 51 Post Road, Portage County
- Crossing ID: 281493N
- Railroad Subdivision: Plover, Plover Industrial Park Branch
- Railroad Milepost: 81.27
- Work Performed: Add detectable warning fields to sidewalk, pavement markings and traffic control

#### A.2 Train Operation

Approximately 4 through freight trains operate daily at up to 25 mph. In addition to through trains, there are switch trains at slower speeds.

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

##### Construction Contact

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

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



## Flagging Contact

Submit by US Mail a "Request for Flagging Services and Cable Location" form with prepayment to: Flagging-US, 17641 South Ashland Avenue, Homewood, IL 60430; [Flagging\\_US@CN.CA](mailto:Flagging_US@CN.CA). The form can be obtained at:

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

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

## Cable Locate Contact

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

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

## A.4 Work by Railroad

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

## A.5 Temporary Grade Crossing

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

## A.6 Rail Security Awareness and Contractor Orientation

All employees of contractors who work on CN properties are required to have minimum CN Safety and Security Awareness training. This training can be obtained by registering and following the CN link through [www.contractororientation.com](http://www.contractororientation.com). This training is good for a period of one year.

- a. Exception: CN has exempted from this training those it classifies as "Delivery Persons". Delivery Persons include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

The security awareness and contractor orientation certification must be renewed for projects that will carry over beyond the one-year period. Contractor and subcontractor employees shall wear the identification badge issued by [www.contractororientation.com](http://www.contractororientation.com) when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

If employees of contractors have a current eRailSafe badge for CN then an additional badge is not required from [www.contractororientation.com](http://www.contractororientation.com).

107-026 (20200629)

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

The department has obtained (needed) 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 Jeff Stewart, P.E., WisDOT NC Region – Wisconsin Rapids, (715) 421-8376. Methods of operations, including preparatory work, staging, site clean-up or storing materials, causing impacts to other wetlands or waters are not permitted.

If the contractor chooses a method of construction that is not covered by the department's 404 Permit, obtain the proper additional permits required from the US Army Corps of Engineers. It is the contractor's responsibility to determine if additional permits are required. Obtain the additional permits prior to beginning construction operations requiring the permits. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the additional permits. The contractor must be aware that the US Army Corps of Engineers may not grant the additional permits.

ncr-107-035 (20141015)

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

The department has obtained (needed) 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 Jeff Stewart, P.E., WisDOT NC Region – Wisconsin Rapids, (715) 421-8376. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

**13. Information to Bidders, WDNR Plan Approval Letter.**

The Village of Plover has obtained a WDNR Dam Repair/Reconstruction Plan Approval Letter (Docket ID IP-WC-2019-50-00982), which has an expiration date of October 29, 2022. Comply with the requirements of the Plan Approval Letter in addition to requirements of the special provisions. This Plan Approval Letter does not authorize any other work that is not included in the plans stamped and dated October 29, 2022. Any alterations to the project or approval conditions must obtain written approval from the WDNR.

The Plan Approval Letter must be posted at a conspicuous location on the project site, visible from the Springville Pond, for at least 5 days prior to construction and remain at least 5 days after construction. A copy of the Plan Approval Letter is available at the Village of Plover's Administrator's Office by contacting Dan Mahoney at (715) 345-5250.

**14. Environmental Protection - Dewatering.**

*Add the following to standard spec 107.18:*

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. Submit the proposed means and methods of dewatering for each required location for approval as part of the Erosion Control Implementation Plan (ECIP). Include details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional measures necessary to prevent sediments from reaching the project limits or wetlands and waterways.

Guidance on Dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061. This document can be found at the WisDNR website:

[http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html)

Work includes furnishing all materials, excavation, maintenance, cleaning, disposal of surplus material and removal of the dewatering system and is incidental to contract work.

ncr-107-025 (20160401)

**15. Municipality Owned Street Signs**

Village of Plover personnel will remove and install all village owned street signs. Contact Bill Konkol, Village of Plover Public Works Manager, 10 working days prior to the start of construction at (715) \345-5257.

**16. Property Marks – Protecting and Restoring.**

*Replace standard spec 107.11.3 (1) with the following:*

Protect and carefully preserve all known property and survey marks, land monuments, and right-of-way monuments and marker posts. Notify the engineer of the nature and location of these monuments and markers. Do not disturb or destroy monuments or markers until the engineer has arranged for their referencing or perpetuation.

Reset or replace, to the required standard, any property and survey marks, land monuments, and right-of-way monuments and marker posts that fall outside the construction limits that are shifted, lost or damaged by the contractor during construction operations, as determined by the engineer. If the contractor fails to restore the disturbed monuments or markers within a reasonable time, the department may, upon 48 hours written notice, restore the disturbed monuments or markers. The department will deduct restoration costs from payments due the contractor under the contract.

ncr-107-010 (20110531)

## **17. Notice to Contractor – Coordination with the WDNR.**

The Wisconsin Department of Natural Resources (WDNR) has authority over Wisconsin dams under Chapter 31 of the Wisconsin State Statutes and Wisconsin Administrative Code NR 333. The WDNR contact for this project is:

Hanna Johnson  
Water Management Engineer  
Wisconsin Department of Natural Resources  
473 Griffith Avenue  
Wisconsin Rapids, WI 54494  
(715) 421-9940  
[Hanna.johnson@wisconsin.gov](mailto:Hanna.johnson@wisconsin.gov)

The following coordination activities shall occur at various stages in the project, as described:

- (1) Invite the WDNR to the pre-construction meeting, with notification of starting construction at least 5 days prior to the meeting. Notify the WDNR no more than 5 days after the work on the Springville Pond Dam is complete.
- (2) A plan for diverting flows up to the 10-year storm event must be submitted and approved by the WDNR prior to the start of construction. The WDNR will need 20 days for review.
- (3) In addition to the Erosion Control Implementation Plan (ECIP), the final erosion control plans, construction sequence, and dewatering details must be submitted to the WDNR for review and approval no later than 5 working days prior to the start of construction.
- (4) Submit final coffer dam plans and specifications, prepared by a professional engineer registered in the State of Wisconsin, for review and approval prior to the start of construction. The WDNR will need 30 days for review.
- (5) Submit final gate plans and shop drawings no later than 5 working days prior to the start of installation.
- (6) Submit final water management plans, including dewatering and temporary water diversion, approved by a professional engineer registered in the State of Wisconsin, no later than 5 working days prior to the start of installation.
- (7) The WDNR must approve the proposed borrow source prior to use on the project. The department will collect the samples, pay for the testing, and provide lab data on the proposed borrow source for WDNR approval. The following tests will be performed; gradation, sieve analysis, Atterberg limits, plasticity and proctor.
- (8) Obtain final concurrence from the WDNR prior to refilling Springville Pond after construction.

## **18. Erosion Control.**

*Add the following to standard spec 107.20:*

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.

Replace topsoil on disturbed areas, including spot locations such as cross drains, driveways, guardrail and terminals, and intersections, immediately after grading is completed within those areas. Complete

finishing operations, which includes seed, fertilizer, erosion mat, mulch, and any other permanent erosion control measures required, within seven calendar days after the placement of topsoil.

ncr-107-050 (20141015)

## **19. 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.

107-055 (20130615)

## **20. Archaeological and Historical Findings**

*Add the following to standard spec 107.25:*

Do not run or store equipment, stockpile materials, setup materials processing or plant sites, excavate or in any way disturb areas outside of the grading limits adjacent to the following locations:

- Historic properties located at 3000 and 3010 Post Road. These properties are located from Station 182+00 to Station 187+50 LT.

ncr-107-055 (20141015)

## **21. Erosion Control Structures.**

Within three calendar days after completing the excavation for a substructure unit, place riprap or other permanent erosion control items required by the contract or deemed necessary by the engineer around the unit at a minimum 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.

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 (20191121)

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

John Roelke, License Number All-119523, inspected Structure R-49-28, Primary Spillway Structure, Sluice Gate Structure (Lake Drain), and Vault Structure (Private Supply Line) for asbestos on October 20, 2020. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Jeff Stewart, WisDOT North Central Region Project Manager at (715) 459-4525.

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 Jeff Stewart, WisDOT North Central Region Project Manager at (715) 459-4525 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 in regard to Structure R-49-28:

- Site Name: Structure R-49-28, BUS. 51/Post Road over Springville Dam
- Site Address: Section 15, Town 23 North, Range 8 East in Village of Plover
- Ownership Information: WisDOT Transportation North Central Region, 1681 Second Avenue South, Wisconsin Rapids, WI 54495
- Contact: Jeff Stewart, WisDOT North Central Region Project Manager
- Phone: (715) 459-4525
- Age: Unknown. This structure was constructed at an unknown date.
- Area: 2,025 SF of wall

Use the following information to complete WisDNR form 4500-113 in regard to the Primary Spillway Structure, Sluice Gate Structure (Lake Drain), and Vault Structure (Private Supply Line):

- Site Name: Primary Spillway Structure, Sluice Gate Structure (Lake Drain), and Vault Structure (Private Supply Line)
- Site Address: Section 15, Town 23 North, Range 8 East in Village of Plover
- Ownership Information: Village of Plover, 2400 Post Road, Plover, WI 54467
- Contact: Dan Mahoney, Village of Plover Administrator
- Phone: (715) 345-5250
- Age: Unknown years. These structures were constructed at an unknown date
- Area: N/A

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)

**23. Coordination with Businesses and Residents.**

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

stp-108-060 (20141107)

**24. Removing Water Level Staff Gauges, Item 204.9060.S.01.**

**A Description**

This special provision describes removing water level staff gauges conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Water Level Staff Gauges by each, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Water Level Staff Gauges	EACH

stp-204-025 (20150630)

**25. Removing Watermain Valve Box and Valve, Item 204.9060.S.02;  
Removing Hydrants, Item 204.9060.S.03;  
Removing Watermain, Item 204.9090.S.01.**

**A Description**

This special provision describes removing watermain valve box and valves, removing hydrants, and removing watermain according to the pertinent provisions of standard spec 204 and as hereinafter provided.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Watermain Valve Boxes and Valves and Removing Hydrants by each individual, acceptably completed. The department will measure Removing Watermain by the linear foot, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Watermain Valve Box and Valves	EACH
204.9060.S.03	Removing Hydrants	EACH
204.9090.S.01	Removing Watermain	LF

204-025 (20150630)

**26. Removing Primary Spillway Structure, Item 204.9105.S.01;  
Removing Sluice Gate Structure (Lake Drain), Item 204.9105.S.02.**

**A Description**

This special provision describes removing the primary spillway structure and sluice gate structure associated with the low-level lake drain conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Primary Spillway Structure and Removing Sluice Gate Structure (Lake Drain) by lump sum, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.01	Removing Primary Spillway Structure	LS
204.9105.S.02	Removing Sluice Gate Structure (Lake Drain)	LS
stp-204-025 (20150630)		

**27. Springville Pond Grouted Riprap and Temporary Rip Rap**

Removal of the existing grouted riprap along the bank of the Springville Pond, and any temporary rip rap installed at the end of the storm sewer culvert pipes by the village during the pond drawdown, is included and paid under the item of Excavation Common.

**28. Backfill Granular Grade 2, Item 209.2100.**

*Add the following to standard spec 209.2.3:*

(2) Prior to transport of material to the project site coordinate with the department so a sample can be collected and tested by the department prior to placement.

The department will collect samples of material for testing to ensure quality at a frequency of 1 test for each 3000 CY of material placed.

*Add the following to standard spec 209.3:*

(1) Material under this contract shall be considered as embankment.

(2) Construction shall meet special compaction requirements as specified in 207.3.6.3. Replace standard spec 207.3.6.3(2) with the following: Compact all material to at least the dry density specified in 207.3.6.3(3).

(3) Density testing will be completed by the department at a frequency of 1 test per lift of material.

**29. Base Aggregate Dense.**

Revise standard spec table 301-2 to increase the fracture to be minimum of two face by count.

ncr-305-005 (20150908)

### **30. Protecting Concrete.**

*Add the following to standard spec 415.3.14:*

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

The cost for providing the finisher(s), necessary equipment, and materials shall be considered incidental to the contract unit price for each concrete item.

ncr-415-005 (20141015)

### **31. Concrete Driveway.**

*Add the following to standard spec 416.3.2:*

Contraction joints, if necessary, are required to be sawed. Saw contraction joints at least one-third the depth of the concrete driveway and approximately 1/8 inch wide. Perform the sawing as soon as possible after the concrete sets sufficiently to prevent raveling during sawing and before shrinkage cracking occurs.

ncr-416-005 (20141015)

### **32. Stamping Colored Concrete, Item 405.1000.**

This special provision describes stamping and coloring concrete Federal Color 30051 "Leather Brown" for work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

*Replace standard spec 405.2.1.1(1) with the following:*

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
  - For Leather Brown use synthetic pigment at a loading rate as recommended by the manufacture. Match the concrete color in reasonably close conformance with Leather Brown color, which is similar to Federal Standard 595 - FS 30051.

*Replace standard spec 405.2.1.1(3) with the following:*

- (3) The department will accept the color based on comparison to existing stamped and colored concrete located within the terrace area between the back of curb and sidewalk of completed WisDOT project #6414-00-78 Village of Plover, Post Road, Greed Drive to Springville Drive, Business 51, Portage County constructed in 2016.

*Replace the entire contents of standard spec 405.2.2 with the following:*

- (1) Furnish Leather Brown full-depth colored concrete conforming to standard spec 405.2.1
- (2) Use a brick stamping pattern similar to the pattern used within the terrace area between the back of curb and sidewalk of completed WisDOT project 6414-00-78, Village of Plover, Post Road, Green Drive to Springville Drive, Business 51, Portage County constructed in 2016.

stp-405-100 (20190618)

### **33. Concrete Pavement Joint Layout, Item 415.5110.S.**

#### **A Description**

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

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



## C Construction

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

## D Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit for all joint layout designs and marking, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
415.5110.S	Concrete Pavement Joint Layout	LS

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

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

stp-415-020 (20170615)

## 34. Precast Concrete Box Culvert, 4 FT x 8 FT, Item 504.2000.S.01.

### A Description

This special provision describes furnishing and installing precast concrete box culverts of the size and length the plans show.

### B Materials

Provide materials and fabricate Precast Concrete Box Culvert according to ASTM C1577, except that the concrete mixture shall contain not less than 565 pounds of Portland cement, blended cement or Portland cement plus pozzolanic admixture per cubic yard. Slab thickness, areas of reinforcement, and other details shall be as the plans show.

### C (Vacant)

### D Measurement

The department will measure Precast Concrete Box Culvert, 4 FT x 8 FT, completed according to the contract and accepted, in length by the linear foot in place. The box culvert will be measured on the centerline of the box along the flow line.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
504.2000.S.01	Precast Concrete Box Culvert, 4 FT x 8 FT	LF

Payment is full compensation for furnishing, hauling and placing the box, including joint ties, and mastic.

stp-504-015 (20160607)

## 35. Concrete Sidewalk.

*Replace standard spec 602.3.2.5(2) with the following:*

Contraction joints shall be sawed at 6-foot intervals.

ncr-602-005 (20141015)

### 36. Storm Sewer

*Replace standard spec 608.3.3(5) with the following:*

Provide joint ties at all joints on concrete storm sewer system infall and outfall pipes, including endwalls. Ties are not required on installations with concrete masonry endwalls unless the plans show otherwise.

ncr-520-005b (20180319)

### 37. Adjusting Manhole Covers.

This special provision describes adjusting manhole covers conforming to standard spec 611 as modified in this special provision.

Adjust manhole covers located in pavement areas in two separate operations. Initially, remove designated manhole covers along with sufficient pavement to permit installation of temporary cover plate over the opening. Fill the excavated area with asphaltic pavement mixture, which shall remain in place until contract milling and paving operations permit setting the manhole frames to grade. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

*Revise standard spec 611.3.7 by deleting the last paragraph.*

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 5/8 inches, reset the manhole frame to the correct plane and elevation. If this average is 5/8 inches or less but greater than 3/8 inches, the manhole frame shall be allowed to remain in place but shall be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.

stp-611-005 (20030820)

### 38. 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)

**39. Pipe Grates, Item 611.9800.S.**

**A Description**

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

**B Materials**

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	EACH

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

stp-611-010 (20030820)

**40. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.**

**A Description**

This special provision describes furnishing and placing polystyrene insulation board as the plans show.

**B Materials**

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230 as modified in this special provision.

Delete flammability requirement.

**B.1 Certification**

Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the engineer.

**C (Vacant)**

**D Measurement**

The department will measure Insulation Board Polystyrene (size) by area in square yards of work, completed and accepted.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
612.0902.S	Insulation Board Polystyrene 2-Inch	SY

Payment is full compensation for all excavation; and for furnishing and placing the insulation board.

stp-612-005 (20030820)

**41. Landmark Reference Monuments, Item 621.0100.**

*Add the following to standard spec 621.3:*

**621.3.4 Benchmarks for Dams**

(1) Complete DNR Form 3500-48. Submit the completed form to:

Hanna Johnson  
Water Management Engineer  
Wisconsin Department of Natural Resources  
473 Griffith Avenue  
Wisconsin Rapids, WI 54494  
(715) 421-9940  
[Hanna.johnson@wisconsin.gov](mailto:Hanna.johnson@wisconsin.gov)

**42. Seeding.**

*Replace standard spec 630.3.3(1) with the following:*

Sow seeds by method A only.

ncr-630-005 (20141015)

**43. Seeding Temporary.**

*Add the following to standard spec 630.3.3:*

Apply Seeding Temporary separately from the application of other seed mixtures to ensure uniform application rates due to the varying seed sizes.

ncr-630-010 (20141015)

**44. Field Facilities.**

*Add the following to standard spec 642:*

For field offices without handwashing facilities, provide and maintain a portable handwashing station at every project field office. The station shall include a hands-free sink with foot pump-operated faucet, soap dispenser, paper towel dispenser, fresh water supply, and collection tank for gray water. Regularly service and maintain the handwashing station and all supplies as needed, and properly dispose of all materials. Costs associated with the handwashing station are incidental to the field office bid item.

*Add the following to standard spec 642.3:*

Set up the field office within seven days after notice from the engineer.

Provide a parking area large enough to park a minimum of six cars directly adjacent to the field office. The parking area and approach to the field office shall be well drained and consist of a crushed base aggregate or an existing paved surface and shall be ready for use within seven days after the field office is set up.

ncr-642-005 (20160406)

**45. Traffic Control.**

*Add the following to standard spec 643.3.1:*

Lighting devices shall be covered or rendered inoperative when not in use.

Provide the engineer, Village Police Department(s), County Sheriff's Department, and the State Patrol District Headquarters responsible for that county the current telephone number(s) the contractor or their representative can be contacted at, at all times, in the event a safety hazard develops. Repair, replace, or

restore the damaged or disturbed traffic control devices within two hours from the time notified or made aware of the damaged or disturbed traffic control devices.

Promptly replace all state owned signs that are removed by the contractor due to interference with the construction operations. At no time may stop signs be removed or moved without flag persons present.

*Add the following to standard spec 104.6.1.2.2:*

Provide a dedicated person or alternate method to guide traffic travelling alongside or near moving operations such as milling, paving, and shouldering.

ncr-643-005 (20190703)

**46. Luminares Utility LED Category A, Item 659.1115.**

*Replace standard spec 659.2, Materials, to read as follows:*

Furnish Luminares Utility LED A by American Electric Lighting.

Model:

ATB2-40B-LED-E70-MVOLT-R2-P7-SH

Fixture Description:

ATB2 Series

90W LED

700mA

Type 2 Distribution

4000K

**47. Optimized Aggregate Gradation Incentive, Item 715.0710.**

**Description**

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

**Optimized Aggregate Gradation**

*Replace standard spec 715.2.2 with the following:*

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

- Proportions for each aggregate fraction conforming to table 1.
- Individual gradations for each aggregate fraction.
- Composite gradation of the combined aggregates including working ranges on each sieve according to table 2.

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

**TABLE 1 TARANTULA CURVE GRADATION BAND**

SIEVE SIZES	PERCENT RETAINED
2 in.	0
1 1/2 in.	≤ 5
1 in.	≤16
3/4 in.	≤ 20
1/2 in.	4-20

3/8 in.	4-20
No. 4	4-20
No. 8 <sup>[1]</sup>	≤12
No. 16 <sup>[1]</sup>	≤12
No. 30 <sup>[1] [2]</sup>	4-20
No. 50 <sup>[2]</sup>	4-20
No. 100 <sup>[2]</sup>	≤10
No. 200 <sup>[2]</sup>	≤ 5.0

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

<sup>[2]</sup> Conform to 24-34% retained of fine sand on the #30-200 sieves.

**TABLE 2 JMF WORKING RANGE**

SIEVE SIZES	WORKING RANGE <sup>[1]</sup> (PERCENT)
2 in.	+/- 5
1 1/2 in.	+/- 5
1 in.	+/- 5
3/4 in.	+/- 5
1/2 in.	+/- 5
3/8 in.	+/- 5
No. 4	+/- 5
No. 8	+/- 4
No. 16	+/- 4
No. 30	+/- 4
No. 50	+/- 3
No. 100	+/- 2
No. 200	+/- 2

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

*Replace standard spec 710.5.6 with the following:*

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

Take samples by one of the following sampling methods:

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

The department will take independent QV samples using the same sampling method the contractor uses for QC sampling. QV samples may be taken by the contractor's QC personnel if witnessed by the department's QV personnel. The department will split each QV sample and retain half for all dispute resolutions. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

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

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

**TABLE 3 ALLOWABLE JMF ADJUSTMENTS**

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

**Dispute Resolution**

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

**Sublot and Lot Size**

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

**Optimized Concrete Mixtures**

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

1. Use an optimized aggregate gradation as defined in this special provision.
2. Conform to the additional testing requirements for flexural strength as specified in the contract special provisions.
3. Submit aggregate gradation result records no more than 2 years old when developing the mix design.
4. Determine the volume of voids in the optimized aggregates using ASTM C29.
5. Download and follow the instructions tab of the Optimized Gradation and Mix Design Spreadsheet located at:  
<https://wisconsin.gov/Pages/doing-business/eng-consultants/cns-rt-srcces/qmp/default.aspx>
6. Design an appropriate paste content based upon the Performance-based PCC Mix Design Guide located at:  
<https://wisconsin.gov/Pages/doing-business/eng-consultants/cns-rt-srcces/qmp/default.aspx>
7. Provide a minimum  $V_{paste}/V_{voids}$  of 1.25. (Paste/Void ratio equals the volume of paste divided by the volume of voids.).
8. Evaluate workability of trial batches by following section 6.8 of AASHTO Draft Performance Engineered Concrete Pavement Mixtures Specifications located at:  
<https://wisconsin.gov/Pages/doing-business/eng-consultants/cns-rt-srcces/qmp/default.aspx>
9. Submit trial batch workability results when submitting the mix design.
10. Submit the CP Tech center computer spreadsheet concrete mix design to the engineer for review at least 3 business days before producing concrete.
11. Provide a minimum cement content of 520 pounds per cubic yard, except if using type I, II, or III cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.
12. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for cement. For binary mixes use up to 30% fly ash or slag. For ternary mixes use up to 30% fly ash plus slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
13. See CMM 8-70.2.2.3 for additional guidance.

**Measurement**

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

**Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
715.0710	Optimized Aggregate Gradation Incentive	DOL
stp-715-005 (20200629)		

#### 48. Flexural Strength for Concrete Mix Design.

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

Add the following to standard spec table 701-2:

TEST	TEST STANDARD
Flexural Strength of Concrete	AASHTO T97

Replace standard spec 715.2.3.1(1) with the following:

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

stp-715-010 (20170615)

#### 49. Seismograph, Item 999.1000.S.

##### A Description

This special provision describes furnishing seismographs and employing trained operators to monitor construction-induced vibrations on buildings/structures, and submittal of all required documentation.

##### B Material

Use seismographs conforming to Wisconsin Department of Safety and Professional Services (SPS) 307.43, Wisconsin Administrative Code that are continuous data recorders supplied with all the accessories necessary for making vibration and noise monitoring observations.

##### C Construction

Conduct monitoring procedures conforming to SPS 307.44 and as follows: Take seismograph readings before construction activities to establish an ambient or background index.

During construction, place seismographs to monitor all vibration-inducing construction activities or as the engineer directs. At a minimum utilize one seismograph. If more than one major construction activity per day is taking place, multiple seismographs may be required. Place seismographs on a stable surface within 3 feet of the building/structure nearest to the construction operation. Provide data recorded for each vibration occurrence to the engineer which includes the following:

1. Identification of vibration monitoring instrument used.
2. Description of equipment used by the contractor.
3. Name of qualified observer and interpreter.
4. Distance and direction of recording station from the vibration area.
5. Type of ground at recording station and material on which the instrument is sitting.
6. Peak particle velocity and principal frequency in each component.
7. A dated and signed copy of records of seismograph readings.
8. A comparison of measured seismograph readings to maximum allowable readings identified in SPS 307.43 or as specified in this special provision.

If construction activities generate ground vibration in excess of the peak particle velocity limits as shown in SPS 307.44, stop the construction operation in progress and implement alternate construction methods to produce results within the allowable peak particle velocity limits.

##### D Measurement

The department will measure Seismograph as a single complete lump sum unit of work, acceptably completed.



## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
999.1000.S	Seismograph	LS

Payment is full compensation for furnishing and operating seismographs, operators, and for producing documentation reports

stp-999-005 (20161130)

## 50. Fertilizer for Lawn Type Turf, Item SPV.0030.01.

### A Description

This special provision describes furnishing and incorporating fertilizing material in the soil on areas of seeding or sod.

### B Materials

Use fertilizers that are standard, commercial, packaged, or bulk products, in granular or liquid form conforming to Wisconsin Statutes and the Wisconsin Administrative Code Chapter ATCP 40. Ensure that each container of packaged fertilizer is plainly marked with the analysis of the contents showing minimum percentages of total nitrogen, available phosphoric acid, and soluble potash. If furnishing the fertilizer in bulk, include an invoice with each shipment indicating the minimum percentages of total nitrogen, available phosphoric acid, and soluble potash in the contents.

The total of nitrogen, phosphoric acid, and potash shall equal at least 41 percent. At least 80% of the nitrogen shall be water insoluble.

If using fertilizer with a nitrogen, phosphoric acid, and potash total greater than 41 percent, maintain a ratio of 4-1-2 (N-P-K) and apply at a rate that provides the equivalent amount of nitrogen, phosphoric acid, and potash that is provided by a fertilizer with a 41 percent total.

Provide a slow release type fertilizer with a 14-week residual effect after activation into the soil conforming to the following minimum requirements:

Nitrogen,..... not less than 22%

Phosphoric Acid,..... not less than 5%

Potash,.....not less than 10%

### C Construction

Uniformly apply the fertilizer to the seeding areas, and incorporate it into the soil by light discing or harrowing. If applying granular fertilizer, ensure it is well pulverized and free from lumps.

If incorporating fertilizer into topsoiled areas, apply it just before, and in conjunction with, final discing or harrowing, or if hand manipulating the topsoil, apply it just before final raking and leveling.

If fertilizing areas to receive sod, spread the fertilizer at the rate specified below uniformly over the soil before placing sod, and then work the fertilizer into the soil while preparing the earth bed as specified in standard spec 631.3.1.

Apply fertilizer containing 41 percent total of nitrogen, phosphoric acid, and potash at 7 pounds per 1000 square feet of area, unless the contract specifies otherwise. For Fertilizer for Lawn Type Turf that contains a different percentage of components, determine the application rate by multiplying the specified rate by a dimensionless factor determined as follows:

Conversion Factor = 41 / New Percentage of Components

### D Measurement

The department will measure Fertilizer for Lawn Type Turf by the hundred pounds (CWT), acceptably completed, and it will be measured based on an application rate of 7 pounds per 1000 square feet. The department will not measure fertilizer used for the bid items under standard spec 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of CWT. of material incorporated by the ratio of the actual percentage of fertilizer components used to 41 percent for Fertilizer for Lawn Type Turf.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0030.01	Fertilizer for Lawn Type Turf	CWT

Payment is full compensation for providing, hauling, placing, and incorporating the fertilizer into the soil.

ncr-629-005 (20141015)

## 51. Mud Slab, Item SPV.0035.01.

### A Description

This special provision describes furnishing, placing and curing the mud slab concrete below the precast concrete box culvert as shown in the plans.

### B Materials

Furnish Portland cement Type II, conforming to ASTM C150.

Use water that is potable and free from injurious amounts of oil, acid, alkali, organic matter or other deleterious substances, and conforms to the requirements for water in ASTM C94, and as specified herein.

The maximum water-soluble chloride ion in the water shall not exceed 0.060 percent by weight of cement.

Use aggregates conforming to ASTM C33.

Provide Class F fly ash conforming to ASTM C618 for chemical and physical properties.

Mix design shall produce a consistency that will result in a flowable product at the time of placement that does not require manual means to move it into place.

Provide mix with compressive strength of maximum 200 psi when measured 56 days after placement.

The fresh unit weight shall be 90 - 110 lbs./ft<sup>3</sup>, and the maximum cementitious content shall be a maximum of 150 lbs/cy.

### C Construction

Batch, mix and deliver mud slab concrete in conformance with ASTM C94. Batch all constituents at a central batching or mixing plant.

Conform to ACI 305R for hot weather concreting. Do not add retarder admixture to mud slab concrete.

Conform to ACI 306R for cold weather concreting. Do not add accelerator admixture to mud slab concrete.

Transport mud slab concrete to discharge locations without altering the specified properties of water-cement ratio, slump, air entrainment, temperature and homogeneity.

Protect mud slab from premature drying, hot or cold temperatures, and mechanical injury, beginning immediately after placement and maintain concrete with minimal moisture loss at relatively constant temperature.

Comply with curing procedures set forth in ACI 301 and applicable portions of ACI 308.

### D Measurement

The department will measure mud slab concrete by the cubic yard (cy), acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Mud Slab	CY

Payment is full compensation for placing and curing mud slab concrete, including furnishing of any materials required.

**52. Grit Chamber Type A, Item SPV.0060.01;  
Grit Chamber Type B, Item SPV.0060.02;  
Grit Chamber Type C, Item SPV.0060.03.**

**A Description**

This special provision describes furnishing and installing grit chambers.

**B Materials**

Furnish precast 8 foot by 8 foot box culvert sections and end sections that when assembled will achieve the required length for grit chambers. Box culvert sections shall be constructed to meet AASHTO HS-25 loadings.

Furnish Type 304 stainless steel baffle plates to the dimensions shown in the plans.

All angle iron, mounting hardware, and baffles shall be Type 304 stainless steel.

Furnish concrete risers necessary to bring access castings to grade and Type C manhole castings.

Outlet control TEE shall be 10"x10"x10" Ductile Iron with 3/8" Type 304 stainless steel plate with 6" orifice.

**C Construction**

Excavate native material to achieve grit chamber invert elevations shown on the plans and install 6 inches of 1-1/4" dense graded base course as bedding for the grit chamber. Install stainless steel baffles to the dimensions shown on the details. Install 12" (O.D.) outflow TEE with 6 inch orifice 24 inches below outlet invert and top of TEE. Perform construction according to Sections 206, 501, and 504.

**D Measurement**

The department will measure Grit Chambers (Type) as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Grit Chamber Type A	EACH
SPV.0060.02	Grit Chamber Type B	EACH
SPV.0060.03	Grit Chamber Type C	EACH

Payment is full compensation for furnishing and placing all materials required for the complete grit chamber assembly and installation. Item is to include furnishing and installing box culvert sections, stainless steel baffles and access doors, stainless steel angle iron, stainless steel mounting hardware, cast iron outlet control TEE, riser sections, Type C manhole castings and dense graded base course for grit chamber base.

**53. Inlet 5-FT Diameter, Item SPV.0060.04;  
Inlet 6-FT Diameter, Item SPV.0060.05;  
Inlet 8-FT Diameter, Item SPV.0060.06.**

**A Description**

This work shall consist of constructing reinforced concrete manholes and inlets.

**B Materials**

The materials furnished and used in the work shall conform to standard spec 611.2.

**C Construction**

The construction methods employed in the work shall conform to standard spec 611.3.

**D Measurement**

The department will measure Manhole 10-FT Diameter, Inlet 5-FT Diameter and Inlet 6-FT Diameter as each individual manhole or inlet, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Inlet 5-FT Diameter	EACH
SPV.0060.05	Inlet 6-FT Diameter	EACH
SPV.0060.06	Inlet 8-FT Diameter	EACH

Payment is full compensation for furnishing and assembling all materials; for forming and placing of concrete.

## **54. Connecting to Existing Structures, Item SPV.0060.07**

### **A Description**

This special provision describes furnishing all materials for the connection of storm sewer pipe to existing storm sewer structures.

### **B Materials**

Use materials conforming to the requirements for the class of material named and specified below:

Mortar 519.2.3

### **C Construction**

Penetrations into any storm sewer structures for the connection of the storm sewer pipe shall be saw cut.

Make a hole in the existing inlet or manhole large enough to make pipe connection. Make connections between new pipe and existing inlet or manhole as described in 611.3.2.

### **D Measurement**

The department will measure Connecting to Existing Structures by each location, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Connecting to Existing Structures	EACH

Payment is full compensation for field verifying size of inlet or manhole, providing all material, inclusion of all masonry adequate for loading; for all excavating, backfilling, disposing of surplus material, removing of portion of the inlet or manhole, and restoring the work site.

## **55. Temporary Block Storm Sewer, Item SPV.0060.08.**

### **A Description**

This special provision describes the installation of temporary storm sewer blocks to keep soil from entering an open pipe during staged construction operations. This provision is also for the removal of the temporary blocks either new or existing.

### **B Materials**

Furnish a plywood endcap, or other material approved by the engineer, that will not allow soil to enter the open pipe between stage conditions at the locations as shown in the plans.

### **C Construction**

Place the temporary block over the pipe end section to restrict soil from eroding into the newly installed storm sewer section. Cleaning of any soil that enters the new storm sewer system due to a failed temporary block is incidental to this item.

### **D Measurement**

The department will measure Temporary Block Storm Sewer each location, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Temporary Block Storm Sewer	EACH

Payment is full compensation for furnishing and installing the temporary block, excavating, backfilling and removal of new or existing temporary blocks.

## 56. Bentonite Anti-Seepage Collar, Item SPV.0060.09.

### A Description

This special provision describes furnishing and installing bentonite anti-seepage collars.

#### A.1 Referenced Documents

The following documents form a part of this specification to the extent stated herein:

ASTM C 29 Standard Test Method For Bulk Density ("Unit Weight") And Voids In Aggregate

ASTM D 698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>))

ASTM D 854 Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer

ASTM D 1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>))

ASTM D 2166 Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

ASTM D 2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass

ASTM D 2435 Standard Test Method For One-Dimensional Consolidation Properties Of Soils

ASTM D 2488 Standard Practice For Description And Identification Of Soils (Visual-Manual Procedure)

ASTM D 2850 Standard Test Method for Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils

ASTM D 4186 Standard Test Method for One-Dimensional Consolidation Properties of Saturated Cohesive Soils Using Controlled-Strain Loading

ASTM D 4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

ASTM D 4546 Standard Test Methods for One-Dimensional Swell or Collapse of Soils

ASTM D 4767 Standard Test Method for Consolidated Undrained Triaxial Compression Test for Cohesive Soils

ASTM D 5084 Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter

ASTM D 5890 Standard Test Method for Swell Index of Clay Mineral Component of Geosynthetic Clay Liners

#### A.2 Product, Manufacturer Qualification Requirements

Manufacturer of composite bentonite aggregate shall provide five (5) references of completed projects of similar installations and produce at least 2,000 tons of the specified composite bentonite in the past 5 years. The contractor is to provide the engineer with the manufacturer representative's experience for approval.

### B Materials

## B.1 Standard Items

For materials related to geotextile and water, refer to standard spec 624 and 645, respectively.

## B.2 Composite Bentonite Aggregate

The bentonite used for the bentonite anti-seepage collars shall be a bentonite coated aggregate consisting of a 20 percent bentonite, and 80 percent aggregate blend with properties that conform to the latest ASTM standards. The properties shall be as listed or as approved by the engineer.

Component <sup>1</sup>	References <sup>2</sup>	Details <sup>3</sup>
Visual Classification - Practice for Description and Identification of Soils	ASTM D2488	Poorly graded gravel with bentonite coating (GP)
Moisture Content <sup>4</sup>	ASTM D2216, AASHTO T265	10-20%
Dry Bulk Density	ASTM C29	75 – 85 pcf
Specific Gravity <sup>5</sup>	ASTM D854, AASHTO T100	2.63
Atterberg Limits - Liquid Limit	ASTM D4318, AASHTO T89	55%
Permeability - Flexible Wall Permeameter <sup>6</sup>	ASTM D5084	$1 \times 10^{-7}$ to $1 \times 10^{-9}$ cm/s
Consolidation - Incremental Loading	ASTM D2435, AASHTO T216	

aggregate and have a specific gravity of 2.62. Material passed was tested according to ASTM D854 to determine its specific gravity.

6. Permeability values are for freshwater scenarios. Results will vary with other permeants, and the use of other material blends may be appropriate to maintain the desired permeability.
7. Test did not strictly follow ASTM D2435, but accepted engineering applications were used to estimate settlement by analyzing the product's compression behavior under different loading conditions.
8. Swell pressure determined based on pressure required to prevent free swell during the hydration of the material prior to consolidation testing.
9. Test is commonly performed on fine-grained homogenous material, so it may not be representative of the product's actual strength since the product is a mixture of fine-grained material and aggregate. It is suggested that results from the UU triaxial test may provide a more reliable undrained shear strength value and is recommended for most preliminary stability analyses.
10. Triaxial unconsolidated-undrained test performed according to ASTM D4767, saturated.

### **B.2.1 Aggregate**

The aggregate shall be AASHTO #8 (1/4 – 3/8"). A limestone or non-calcareous substitute may be used if deemed project appropriate by the engineer.

### **B.2.2 Bentonite Clay**

Bentonite clay used shall be a natural Wyoming Sodium Bentonite (Montmorillonite) with a minimum swell index of 25 or approved equal. Bentonite clay used for composite bentonite aggregate shall be a minus 200-mesh powder (all particles pass the No. 200 Sieve) that is odorless and light gray in color.

### **B.2.3 Binder**

The binder used in the composite bentonite aggregate shall be a cellulosic polymer as approved for use by the manufacturer. Any other binders, polymers, or additives included in the composite formulation shall be submitted to and approved by the engineer.

## **C Construction**

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

The composite bentonite aggregate used for the bentonite anti-seepage collars shall be delivered to the site with appropriate labeling including the original manufacturers name, product identification, date of production, batch/lot or other production identification number, and instructions for handling and deployment. Any product delivered to the site without proper labeling shall be rejected by the engineer.

The composite bentonite aggregate shall be delivered to the site by appropriate means to minimize damage to the packaging and material and to facilitate safe off-loading. Off-loading and storage of the composite bentonite aggregate is the responsibility of the contractor.

All composite bentonite aggregate shall be stored in its original shipping package until installation. It can be stored outdoors by placing on pallets on ground that is not subject to ponding water. Outdoor storage shall be tarped with complete coverage to protect from rainfall. It is recommended to be used within 6 months of delivery to the site.

### **C.2 Quality Control**

No change of material, design values, or procedures as developed before bidding the contract may be made during the course of the work without the prior written approval of the engineer.

The manufacturer shall provide the engineer with its Manufacturing Quality Assurance/Quality Control plan, detailing batch production records that document the quantity of raw detailed batch production records material input and the resulting total and net weight of product produced in each batch, including subsequent laboratory quality control sample analysis procedures and results.

### **C.3 Installation of Bentonite Anti-Seepage Collars**

The bentonite anti-seepage collars shall be excavated as a cross trench at the locations designated for anti-seepage collar installation in the structure plan. A temporary or removable form may be placed to support the composite bentonite aggregate installation until the culvert excavation is backfilled. Any

material or obstructions that prevent the composite bentonite aggregate from being placed in a uniform and consistent manner on a firm and stable substrate shall be removed.

Bentonite anti-seepage collar dimensions shall be the dimensions and thickness shown in the structure plan. Soil cover shall be placed above the anti-seepage collar as directed in the plan, with a minimum of three feet of compacted soil and/or base installed above the anti-seepage collar.

Placement of the composite bentonite aggregate for the bentonite anti-seepage collar can be accomplished via discharge from a bulk bag. Alternative placement methods include use of concrete buckets, conveyors, chutes, etc. Ensure machinery is designed to handle the weight of the bulk bag and heed all safety measures on the bag label.

Ensure that the material handling is performed in a clean, dry state with dry equipment. Use caution to prevent damage to the bag, straps, or spout. Mild tamping shall be performed under and around the precast box culvert sections as the composite bentonite aggregate is placed to ensure that voids are minimized around the culvert. Mechanical tamping is typically not required.

Composite bentonite aggregate shall be placed in one-foot lifts where possible. Once a lift is placed in the anti-seepage collar, intermediate hydration is recommended by uniformly spraying water over the composite bentonite aggregate at a rate of 20 gallons per cubic yard per lift. Do not pour water into one place within the anti-seepage collar. Repeat the composite bentonite aggregate lifts until the anti-seepage collar form is filled with composite bentonite aggregate.

After placement of the composite bentonite aggregate, geotextile type DF Schedule A is recommended over the top of the anti-seepage collar. The geotextile shall be placed so that it extends/drapes past the horizontal limits of the anti-seepage collar a minimum of two feet on all sides.

#### **C.4 Submittals**

Submit the following from the composite bentonite aggregate manufacturer:

- A certificate stating the name of the composite bentonite aggregate manufacturer, product name, composition, and other pertinent information to fully describe the composite bentonite aggregate.
- A copy of quality control certificates issued by the bentonite supplier that the bentonite meets the specifications.
- Copies of material certificates from the aggregate supplier showing (at a minimum) bulk density and gradation analysis of the aggregate used in the composite bentonite aggregate.
- Product Data Sheet for any other additive, including polymer binder.
- Certified copies of results from ASTM and AASHTO test methods listed above, performed by an independent laboratory accredited by the U.S. Army Corps of Engineers Materials Testing Center (MTC) and the AASHTO Accreditation Program (AAP).
- Copies of Safety Data Sheets (SDS) pursuant to OSHA Hazard Communication Standard for each type of composite bentonite aggregate to be used.
- One bagged sample of material weighing no less than 16 ounces displaying the name of the composite bentonite aggregate manufacturer, product name, and any other descriptive identifiers of the composite bentonite aggregate.

#### **D Measurement**

The department will measure Bentonite Anti-Seepage Collar by the 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.0060.09	Bentonite Anti-Seepage Collar	EACH

Payment is full compensation for providing forms, for excavation to place forms, placing composite bentonite aggregate, water to hydrate the composite bentonite aggregate, placing geotextile over the top of the anti-seepage collar, and for disposing of waste materials.



**57. Galvanized Steel Trash Guards, Item SPV.0060.10.**

**A Description**

This special provision describes furnishing and installing galvanized steel trash guards as shown on the plans.

**B Materials**

Provide trash guards with smooth steel tube as dimensioned on the plans and details. The tube steel and anchor strips shall be A36 and meet ASTM A500 Grade B requirements. Anchor strips and connection bolts shall be as shown on the details.

All trash guard components shall have a corrosion protective finish. All welds shall be 1/4-inch welds.

**C Construction**

Furnish and install the galvanized steel trash guards on apron endwalls as shown in the plans.

**D Measurement**

The department will measure Galvanized Steel Trash Guards by the 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.0060.10	Galvanized Steel Trash Guards	EACH

Payment is full compensation for furnishing and installing galvanized steel trash guards, including anchor strips, bolts, nuts, and miscellaneous hardware.

**58. Water Level Staff Gauges, Item SPV.0060.11.**

**A Description**

This special provision describes furnishing and installing water level staff gauges.

**B (Vacant)**

**C Construction**

Coordinate with the Wisconsin Department of Natural Resources for the proper height and location of the water level staff gauges.

**D Measurement**

The department will measure Water Level Staff Gauges by the 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. 11	Water Level Staff Gauges	EACH

Payment is full compensation for coordination with Wisconsin Department of Natural Resources, furnishing, and installing water level staff gauges.

**59. Adjusting Watermain Valve Box, Item SPV.0060.12.**

**A Description**

Adjust existing watermain valve box to the required elevation. Watermain valve boxes include 5-1/4" shaft valve boxes and 1-1/2" shaft curb stop boxes.

**B (Vacant)**

### **C Construction**

Excavate around the existing watermain valve box as necessary. Remove top section of existing watermain valve box and install new top section. Rotate the valve box assembly to position top at the required elevation. Furnish and install valve box extensions as necessary.

### **D Measurement**

The department will measure Adjusting Watermain Valve Box by each adjustment location, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Adjusting Watermain Valve Box	EACH

Payment is full compensation for excavating, removing top section, installing new top section, and backfilling.

## **60. Hydrant, Item SPV.0060.13.**

### **A Description**

This special provision in conjunction with "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto, describes furnishing and installing a Hydrant.

### **B Materials**

Fire hydrants furnished under these specifications shall conform to ANSI/AWWA C502- 05 for dry barrel fire hydrants. Hydrants shall be Waterous "Pacer", Model WB-67 or Mueller Centurion 200 A-423 or approved equal.

1. Traffic type hydrant with break-off coupling on standpipe and rod.
2. Equip hydrants with 6 in. inlet with mechanical joint connection.
3. One 4-1/2 in. pump nozzle.
4. Two 2-1/2 in. hose nozzles with National Standard threads.
5. 1-1/2 in. pentagonal operating nut opening counterclockwise.
6. Additional Options: Color-Yellow.
7. Provide O-ring packing.
8. Provide drain pocket at the base of the hydrant with sufficient quantities of crushed stone or rock conforming to the requirements of ASTM C33, gradation No. 2, and construct as shown on file No. 38 of "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.
9. Protect hydrant during placement of stone to prevent chipping of paint finish.

Protect paint finish during construction – damaged paint will require sandblasting to bare metal, priming and repainting at contractor's expense.

### **C Construction**

Construct hydrants in conformance with "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

### **D Measurement**

The department will measure Hydrant as units of each, installed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Hydrant	EACH

Payment is full compensation for furnishing and installing all materials including hydrant, fittings and accessories, and furnishing and placing a gravel base and concrete support; excavation; installation and removal of sheeting and bracing; removal of water from the excavation; installation of fittings and accessories; backfilling and compacting excavation; joint restraint.

**61. Watermain Gate Valve and Box 6-Inch, Item SPV.0060.14;  
Watermain Gate Valve and Box 8-Inch, Item SPV.0060.15;  
Watermain Gate Valve and Box 12-Inch, Item SPV.0060.16.**

**A Description**

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

**B Materials**

Valves – Kennedy, Waterous, Mueller A 2360-20, or approved equal. Resilient wedge (AWWA C-515), Epoxy lined per AWWA C550, Stainless steel hardware.

Valve Boxes - Tyler, Mueller, East Jordon – American made, or approved equal. Cast iron valve boxes shall meet the requirements of Chapter 8.29.0 of the Standard Specifications. Contractor will furnish extension if required to meet existing surface or finished grades. 3 piece, screw type box with 5-14" shaft and no-tilt drop cover marked "Water".

**C Construction**

Install according to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addenda thereto, and the requirements of the bid item Watermain.

Provide sufficient quantities of crushed stone or rock conforming to the requirements of ASTM C33, Gradation No. 2 over and around the valve to prevent sand blockages of the valve bonnet and box.

**D Measurement**

The department will measure Watermain Gate Valve and Box (size) as each individual valve, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Watermain Gate Valve and Box 6-Inch	EACH
SPV.0060.15	Watermain Gate Valve and Box 8-Inch	EACH
SPV.0060.16	Watermain Gate Valve and Box 12-Inch	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.

**62. Watermain Coupling 12-Inch, Item SPV.0060.17;  
Watermain Bend 45 Degree 6-Inch, Item SPV.0060.18;  
Watermain Bend 45 Degree 8-Inch, Item SPV.0060.19;  
Watermain Bend 11-1/4 Degree 12-Inch, Item SPV.0060.20;  
Watermain Tee 8 x 6-Inch, Item SPV.0060.21;  
Watermain Tee 12 x 6-Inch, Item SPV.0060.22;  
Watermain Reducer 6 x 8-Inch, Item SPV.0060.23;  
Watermain Reducer 8 x 12-Inch, Item SPV.0060.24;  
Watermain Tee 12 x 8-Inch, Item SPV.0060.27.**

**A Description**

This work shall consist of furnishing and installing watermain fittings of various sizes and type.

**B Materials**

Water main fittings shall be push on or mechanical joint (mechanical joint where tie rods are required) and shall meet the requirements of Chapter 8.22.0 of the Standard Specifications.

Compact style fittings per AWWA C153 are acceptable.

Cement lined per AWWA C104.

Cor-Blue T-bolt required for mechanical joint.

### **C Construction**

Install according to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addenda thereto, and the requirements of the bid item Watermain.

### **D Measurement**

The department will measure Watermain (couplings, bends, tees, and reducers) as each individual fitting, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Watermain Coupling 12-Inch	EACH
SPV.0060.18	Watermain Bend 45 Degree 6-Inch	EACH
SPV.0060.19	Watermain Bend 45 Degree 8-Inch	EACH
SPV.0060.20	Watermain 11-1/4 Degree 12-Inch	EACH
SPV.0060.21	Watermain Tee 8 x 6-Inch	EACH
SPV.0060.22	Watermain Tee 12 x 6-Inch	EACH
SPV.0060.23	Watermain Reducer 6 x 8-Inch	EACH
SPV.0060.24	Watermain Reducer 8 x 12-Inch	EACH
SPV.0060.27	Watermain Tee 12 x 8-Inch	EACH

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, for furnishing and installing watermain fittings.

## **63. Watermain Tapping Sleeve 8 x 6-Inch, Item SPV.0060.25; Watermain Tapping Sleeve 12 x 6-Inch, Item SPV.0060.26; Watermain Tapping Sleeve 12 x 12-Inch, Item SPV.0060.28.**

### **A Description**

This special provision describes furnishing and installing watermain tapping sleeves of the size and type, meeting the requirements of the plans, the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addenda thereto, the requirements for the Bid Item Watermain, and as hereinafter described.

### **B Materials**

Provide restrained joint fittings conforming to Chapter 8.22.0 of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addenda thereto; compact style according to AWWA C153; cement line conforming to AWWA C104.

Tapping Sleeve shall be Smith Blair 665, Ford Stainless Steel Tapping Sleeve FTSS-1320-6A-MJ, or approved equal.

Mega Lugs required for all thrust restraints.

### **C Construction**

Install according to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addenda thereto, and the requirements of the bid item Watermain.

### **D Measurement**

The department will measure Watermain Tapping Sleeve (size) as a single unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.25	Watermain Tapping Sleeve 8 x 6-Inch	EACH
SPV.0060.26	Watermain Tapping Sleeve 12 x 6-Inch	EACH
SPV.0060.28	Watermain Tapping Sleeve 12 x 12-Inch	EACH

Payment is full compensation for furnishing all materials; for all excavations; for sheeting and shoring, laying pipe, and making connections to all new or existing facilities; for furnishing all bedding material; dewatering; for backfilling and compaction, testing and disinfection of watermain, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

### **64. Cap Watermain to Remain in Service, Item SPV.0060.29.**

#### **A Description**

This work shall consist of furnishing and installing a pipeline cap manufactured of materials specifically intended for use as a pipeline cap on the open end of the pipeline to remain in service.

#### **B Materials**

Furnish cap or concrete plug manufactured of materials specifically intended for use as a pipeline cap or plug and conforming to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

#### **C Construction**

Cap pipelines to remain in service conforming to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

#### **D Measurement**

The department will measure Cap Watermain to Remain in Service as each individual cap, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.29	Cap Watermain to Remain in Service	EACH

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, furnishing and installing the cap, regardless of pipe size.

### **65. Plug Watermain Abandoned in Place, Item SPV.0060.30.**

#### **A Description**

This special provision describes furnishing and installing a cap or plug for the purpose of abandoning existing water main.

#### **B Materials**

Furnish cap or concrete plug manufactured of materials specifically intended for use as a pipeline cap or plug and conforming to the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

#### **C Construction**

Plug pipelines to be abandoned.

#### **D Measurement**

The department will measure Plug Watermain Abandoned in Place, regardless of size, as each individual plug, 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.0060.30	Plug Watermain Abandoned in Place	EACH

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, furnishing and installing the plug, regardless of pipe size.

## **66. Tracer Wire Access Box, Item SPV.0060.31.**

### **A Description**

This special provision describes furnishing and installing tracer wire access box.

### **B Materials**

The tracer wire access box shall include an ABS tube, cast iron cover and collar and locking cover. "SEWER" shall be cast into the cover.

### **C Construction**

Locate tracer wire access box directly above the end of the sanitary lateral. The cover shall be set flush with the surface after final grading is completed.

### **D Measurement**

The department will measure Tracer Wire Access Box as each individual tracer wire access box, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.31	Tracer Wire Access Box	EACH

Payment is full compensation for providing all materials, installing, connecting, and cleanup. Tracer wire is incidental to Sanitary Lateral 4-Inch.

## **67. Reconstructing Sanitary Manhole, Item SPV.0060.32.**

### **A Description**

This work shall consist of reconstructing sanitary manholes.

### **B Materials**

Use 48 inch Type A reinforced concrete precast manhole wall sections, ASTM C-478.

Eccentric cone tops shall be as shown on File No 12, Part IX, of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition.

All grade adjusting rings shall be injection molded-recycled HDPE. Grade ring sealant shall be per manufacturer's recommendations. Grade rings shall have 27" inside diameter.

### **C Construction**

Remove existing frame, adjusting rings, and eccentric cone top. Remove manhole sections as necessary for grade adjustment. Install new manhole sections if necessary, eccentric cone top, and grade adjustment rings to required elevation.

### **D Measurement**

The department will measure reconstructing manholes as each individual unit completed regardless of size.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.32	Reconstructing Sanitary Manhole	EACH

Payment is full compensation for providing all required materials, exclusive of frames, grates or lids; for removing casting and existing adjusting rings; for removing manhole sections and eccentric cone top; for installing new manhole sections, eccentric cone tops, and adjusting rings; and for reinstalling existing casting. New castings will be paid for separately.

### 68. Sanitary Manhole Casting, Item SPV.0060.33; Sanitary Manhole, Item SPV.0060.34; Sanitary Drop Manhole, Item SPV.0200.01.

#### A Description

This work shall consist of furnishing and installing precast concrete sanitary manholes and sanitary manhole castings.

#### B Materials

Casting - Neenah Foundry R-1710 (R-1090), with non-rocking, type B lid having concealed pick holes; East Jordan Iron Works 1125Z frame with East Jordan Iron Works 1130 AGS gasketed cover; or approved equal with "SANITARY" cast in top.

Manholes - Minimum diameter 48". 48" manholes shall have eccentric cone tops. Flat slab tops are not acceptable. Manholes shall be precast reinforced concrete meeting all other requirements of Chapter 8.39 of Standard Specifications.

Grade Rings - All adjusting rings shall be injection molded-recycled HDPE. Grade ring sealant shall be per manufacturer's recommendations. Grade rings shall have 27" inside diameter.

Waterstops - PSX Boot manufactured by Press Seal Gasket Corporation, Cast-A-Seal 603 from Press Seal Gasket Corporation or approved equal.

Base Section: reinforced concrete ASTM C-478.

#### C Construction

Install castings according to section 3.5 of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, except as modified below:

Build manhole according to File Nos. 12, 13, and 15. Backfill manhole as specified for adjacent sewer.

Build drop manhole according to File No. 19. Provide a drop pipe as shown on detail for a sewer entering a manhole at an invert elevation of 24 inches or more above the springline of the lowest sewer.

Adjust rim elevation by grade rings only. No other material or objects are acceptable. Install a minimum of 6 inches and maximum of 12 inches of grade rings as per manufacturer's recommendations.

Seal all joints between grade rings, between grade ring and manhole frame, and between grade ring and manhole structure with sealant per manufacturer's recommendations.

Set rim elevation to final road grade if final layer of pavement will be placed during the construction year.

Set rim elevation to binder grade if final layer of pavement will be placed sometime after the construction season.

Rim elevation may be set to binder grade and adjusted to final grade with cast adjustment ring.

#### D Measurement

The department will measure Sanitary Manhole Castings and Sanitary Manholes as each individual sanitary manhole casting and manhole, acceptably completed.

The department will measure Sanitary Drop Manholes by the vertical foot acceptably completed, from the invert of the deepest sewer pipe to the bottom of the manhole casting.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.33	Sanitary Manhole Casting	EACH
SPV.0060.34	Sanitary Manhole	EACH
SPV.0200.01	Sanitary Drop Manhole	VF

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, for furnishing and installing all materials for the complete manhole installation.

## **69. Existing Grit Chamber Preparation and Traffic Control, Item SPV.0060.35.**

### **A Description**

This special provision describes providing traffic control and removing necessary water and debris from within existing grit chambers to verify the location and number of tie-bars required and to complete the tie-bar installation work.

### **B Materials**

Furnish traffic control devices as shown in the plans.

Provide equipment sufficient to remove water and debris from within the grit chamber to a level necessary to complete the work.

### **C Construction**

Use SDD "Traffic Control, Intersection within Single Left Lane Closure" for work at grit chambers within medians or near median left turn lanes.

Use SDD "Traffic Control, Pedestrian Accommodation" for work at grit chambers under existing sidewalks.

Complete the work within the 2021 construction season.

### **D Measurement**

The department will measure Existing Grit Chamber Preparation and Traffic Control as an Each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.35	Existing Grit Chamber Preparation and Traffic Control	Each

Payment is full compensation for providing and maintaining traffic control, removing water and debris from within the chamber, and to verify the number of tie-bars required.

## **70. Existing Grit Chamber Tie-Bar Installation, Item SPV.0060.36.**

### **A Description**

This special provision describes furnishing and installing additional tie-bars into existing grit chambers.

### **B Materials**

Furnish Type 304 stainless steel tie bars as shown in the plans.

### **C Construction**

Install stainless steel tie-bars to the locations shown on the details.

Complete the work within the 2021 construction season.



**D Measurement**

The department will measure Existing Grit Chamber Tie-Bar Installation as an Each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.36	Existing Grit Chamber Tie-Bar Installation	Each

Payment is full compensation for furnishing and installing additional tie-bars in existing grit chambers.

**71. Street Sweeping, Item SPV.0075.01.****A Description**

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

**B (Vacant)****C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Street Sweeping	HRS

Payment is full compensation for furnishing street sweeper; sweeping roadway; disposing of the material collected.

**72. Concrete Curb & Gutter Integral 30-Inch Type A, Item SPV.0090.01;  
Concrete Curb & Gutter 24-Inch Type D, Item SPV.0090.02****A Description**

This special provision describes constructing concrete curb and concrete curb and gutter according to the details shown in the plans, the requirements of standard spec 601.

**B Materials.**

Provide materials that conform to the requirements of standard spec 601.2.

**C Construction**

Construct according to the requirements of standard spec 601.3.

**D Measurement**

The department will measure Concrete Curb & Gutter Integral 30-Inch Type A and Concrete Curb & Gutter 24-Inch Type D in length 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(s):

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Concrete Curb & Gutter Integral 30-Inch Type A	LF
SPV.0090.02	Concrete Curb & Gutter 24-Inch Type D	LF

Payment will be made according to standard spec 601.5.

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### **73. Concrete Curb & Gutter Cure & Seal Treatment, Item SPV.0090.03; Concrete Cure & Seal Treatment, Item SPV.0165.01.**

#### **A Description**

This special provision describes the treating of all newly constructed concrete sidewalk, concrete curb and gutter, colored and stamped concrete, slope island noses, pedestrian safety islands and driveway with a surface cure and seal treatment.

#### **B Materials**

The treating material shall conform to ASTM C1315, ASTM C309 and ASSHTO M148 specifications and be produced by a manufacture on the approved list.

#### **C Construction**

Application rates for the treating material shall be according to the manufacture's specifications. Apply cure and seal treatment from the back of curb to two feet in front of the face of curb, or flag line, whichever is closer.

#### **D Measurement**

The department will measure Concrete Curb & Gutter Cure & Seal Treatment by the linear foot, acceptably completed.

The department will measure Concrete Cure & Seal Treatment by the square foot, acceptable completed and

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Concrete Curb & Gutter Cure & Seal Treatment	LF
SPV.0165.01	Concrete Cure & Seal Treatment	SF

Payment is full compensation for seal treatment of concrete curb & gutter and concrete.

### **74. Railing, Item SPV.0090.04**

#### **A Description**

This special provision describes constructing the fishing pier railing according to the details shown in the plans.

#### **B Materials.**

Provide rectangular sleeves and structural tubing materials that conform to the requirements of ASTM A709 and A500.

#### **C (Vacant)**

#### **D Measurement**

The department will measure Railing in length 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(s):

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Railing	LF

Payment is full compensation for furnishing shop drawing, materials, and fabrication painting.

- 75. UV GRP CIPP 36-Inch, Item SPV.0090.05;  
UV GRP CIPP 54-Inch, Item SPV.0090.06;  
UV GRP CIPP 42-Inch Lake Drain, Item SPV.0090.07.**

### A Description

This special provision describes preparation, installation, and verifying of ultraviolet (UV) glass reinforced plastic (GRP) cured-in-place-pipe (CIPP) liners for the storm sewer pipe and provide a structurally sound, smooth, joint less and watertight pipe.

#### A.1 Referenced Documents

The following documents form a part of this specification to the extent stated herein:

- ASTM F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Resin Pipe (CIPP)
- ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull In and Inflate and Curing of a Resin-Impregnated Tube.
- ASTM D543 Test Method for Resistance of Plastics to Chemical Reagents
- ASTM D578 Standard Specification Glass Fiber Strands
- ASTM D638 Standard Test Method for Tensile Properties of Plastics
- ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- ASTM D2122 Standard 1 Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
- ASTM D3567 Standard Practice for Determining Dimensions of "Fiberglass" (Glass- Fiber-Reinforced Thermosetting Resin) Pipe and Fittings
- ASTM D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

#### A.2 Product, Manufacturer/Installer Qualification Requirements

Products and installers must meet all of the following criteria to be deemed commercially acceptable:

The manufacturer must have a minimum 500,000 linear feet of successfully installed liner in the United States of America with the same product being used on this project. The installing contractor must be trained and certified by the UV GRP manufacturer and have documented experience with a fiberglass UV cured liner.

The CIPP lining work will be supervised by a foreman having previously supervised a minimum of 50,000 linear feet of CIPP lining using a similar resin and flexible tube and using the specific method of installation and curing method proposed.

The manufacturer of the glass reinforced tube, including wet out, of the CIPP lining shall have been performing this same type of work with UV cured GRP for a minimum of five years and previously wet-out at least 500,000 linear feet of this same technology. If the contractor does not have 50,000 linear feet of CIPP lining experience with the UV curing system being used, then a manufacturer's onsite representative must be present during installations of the CIPP system until such time the village is confident in the contractor's ability. The contractor is to provide the engineer with the manufacturer representative's work experience for approval. Do not begin prior to the engineer's approval of the manufacturer's onsite representative.

The contractor shall provide five (5) references of completed projects of similar installations.

## **B Materials**

### **B.1 Fiberglass Liner**

Inspect each lot of glass fiber tube liner for defects. The liner is required to be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, and deleterious faults.

The engineer may at any time direct the manufacturer to obtain compound samples and prepare test specimens according to the latest applicable ASTM standards.

### **B.2 Cured-In-Place Pipe**

Provide a glass fiber tubing that includes an exterior and interior film that protects and contains the polyester, vinylester or ortho based resin used in the liner.

Provide an exterior film with a UV light blocker foil.

### **B.3 Tube**

Provide a wet out tube that when compressed at installation pressures will meet or exceed the design thickness.

Provide a tube sized such that when installed, will tightly fit the internal circumference and length of the original pipe.

Saturate the glass fiber tube with the appropriate resin using a resin bath system to allow for the lowest possible amount of air entrapment. An inner and outer material will be added that are both impervious to airborne styrene, with the outer material also having UV blocking characteristics. If required by the liner manufacturer, the inner membrane will be removed after the installation and curing processes are completed.

### **B.4. Resin**

Provide a resin system that is polyester, vinylester, or orthothalic (either ppg or npg grade) depending on the choice of the engineer, with a catalyst system that when properly cured within the tube composite meets the physical properties of:

Flexural Modulus (minimum)	725,000 psi
Flexural Strength (minimum)	15,000 psi
Long term E-modulus	675,000 psi
Long term tensile bending strength	13,500 psi

Use UV light to cure the pipe. The liquid UV resin shall saturate the tube and produce a properly cured liner, which is resistant to abrasion due to solids, grit, and sand.

Comply with the following requirements for polyester, vinyl ester and catalyst systems that when properly cured meet the requirements of ASTM F1216. Resins created from recycled materials are not allowed.

Adheres to ASTM F 2019-11 (or latest edition)

Use a UV GRP CIPP system resins which will withstand the corrosive effect of the existing residential, commercial, and industrial effluents, liquids and/or gases.

## **C Construction**

### **C.1 General**

Coordinate with the engineer to field verify storm sewer lining locations and lengths before beginning work.

### **C.2 Quality Control**

No change of material, design values, or procedures as developed before bidding the contract may be made during the course of the work without the prior written approval of the engineer.

All liner to be installed under this work may be inspected at the manufacturer's plant(s) and wet-out facility for compliance with these specifications by the engineer. The contractor shall require the wet-out facility's cooperation in these inspections.

At the time of manufacture, inspect each lot of liner for defects. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.

The liner manufacturer facility shall have a Quality Management System registered with the current ISO 9001 standard.

The wet out of the liner must be done in an indoor environmentally controlled manufacturing setting. No onsite wet out will be allowed. The engineer may inspect this facility at the manufacturer's plant(s) for compliance with these specifications.

#### **C.4 Installation of Glass Fiber Tubing**

The approved system must utilize an outer and inner film to ensure that the liner remains intact during the insertion process and to protect the resin at all times during the installation and curing process from water and debris contamination, and resin migration.

Use a constant tension winch, as specified by the liner manufacturer, to pull the glass fiber liner into position in the pipe. Provide a longitudinal fiberglass reinforcement band which runs the entire length of the liner ensuring that the pulling force is transferred to the band and not the fiberglass liner. Provide end plugs to cap each end of the glass fiber liner to prepare for pressurizing the liner. Secure the end caps to prevent them from being expelled due to pressure. Use liner restraints in manholes.

Use a slip sheet on the bottom one third to one half of the pipe prior to liner insertion (if it is not already part of the manufactured outer film of the liner), for the purpose of protecting the liner during insertion and reduce the drag, or as recommend by the liner manufacturer.

Cure the glass fiber liner with UV light sources at a constant inner pressure. When inserting the curing equipment in the liner, care shall be taken to not damage the inner film material.

Assemble the UV light sources according to the manufacturer's specifications for the liner diameter. For the liner to achieve the required water tightness and specified mechanical properties, the following parameters must be controlled during the entire curing process, giving the engineer a record of the curing parameters over every segment of the entire length of the liner. This demonstrates that the entire liner is cured properly. The recording shall include:

- Curing speed
- Light source working and wattage
- Inner air pressure
- Curing temperatures
- Date and time
- Length of liner

Use infrared sensors during the curing process to record curing data that will be submitted to the engineer with a post CCTV inspection.

The optimal curing speed, or travel speed of the energized UV light sources, is determined for each length of liner based on liner diameter, liner thickness, and exothermic reaction temperature. Use curing speeds as recommended by the manufacturer and determined by contractor based on various site specific field conditions.

Remove the inner film material and discarded after curing to provide optimal quality of the final product if the liner is manufactured with a removable inner film.

#### **C.5 Submittals**

UV GRP CIPP - submit the following:

1. Summary table of CIPP material properties, including short-term flexural modulus of elasticity
2. 50-year flexural modulus of elasticity, short-term flexural strength (bending stress), 50-year flexural strength (bending stress), and chemical resistance.
3. Certified test reports shall be submitted verifying each value as described below.

Independent third party certified laboratory test reports demonstrating that the exact resin/liner combination to be used for this project meets the requirements for initial structural properties and chemical resistance (performed according to ASTM F1216).

Independent third party certified laboratory test reports demonstrating that the exact resin and liner to be used for this project has been tested for long-term flexural modulus of elasticity and long-term flexural strength (i.e. 10,000 hour creep testing performed according to ASTM 2990 or DIN 761 for design conditions applicable to this project). When filled resins are proposed, complementary data of the same data for unfilled resin shall also be provided. If the data submitted is not for the exact liner to be used on this project,

submit a detailed description of the physical properties of both the liner used in the test and the liner to be used for this project to demonstrate that the two liners are comparable in terms of physical properties.

Perform testing for 10,000 hours under test conditions and loadings described below. The data points from 1,000 hours to 10,000 hours, or such other time period as determined by the engineer based on the curve or slope of the plotted data, of the long-term flexural modulus shall be extrapolated using a log-log scale linear regression analysis to determine the minimum service life performance of the resin-tube.

Testing shall be conducted at:

Temperature 21°C to 25°C

Relative humidity: 50% minimum

Load: Load shall be calculated at 0.25% of the short term E-modulus as tested per ASTM D790 or ISO 178, or as approved by engineer.

The name of the liner and resin manufacturer, the location of the facility where each was manufactured, and a list of appurtenant materials and accessories to be furnished.

Structural design calculations and specification data sheets listing all parameters used in the liner design and thickness calculations based on Appendix X1 of ASTM F2019 for each pipe segment with less than 10% ovality. If the ovality is 10% or greater, use either the ASCE or the WRc Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii for non-round pipe.

The quality management system for the wet-out facility must be registered according to and conform to the current ISO 9001 standard. It must ensure that proper materials and amounts are used in the resin saturation process and in liner shipping and storage. At a minimum, the quality control documentation shall include resin lot numbers, volumes of resin, catalyst, enhancers, date of wet-out, storage / transportation controls, and quality assurance procedures.

Installation quality control plan, including bypass pumping plans, mainline sewer cleaning plans, cleanliness requirements, liner shot plan and sequence, liner installation standard procedures (including, but not limited to, minimum / maximum allowable installation pressures and speeds certified by the liner manufacturer), intermediate manhole exposed liner restraining method, light train sizing, temperature monitoring plan, odor control procedure, and plan to manage flow to/from laterals during lining.

Curing schedule for each lining segment.

Available standard written warranty from the manufacturer.

### **C.6 Accessibility of Water for Cleaning**

The contractor is required to obtain a portable water meter from the local water department having jurisdiction in the area where lines are being cleaned/lined. Obtain all fresh water necessary for performance of work under this contract from approved fire hydrants and metered accordingly per the requirements of the local water department. The water department may require an initial meter deposit. It is the responsibility of the contractor to make these arrangements prior to start of this project.

### **C.7 Cleaning Existing Conduits**

Remove internal debris from the existing pipeline including any roots and protruding service connections. Clean the pipes with hydraulically powered equipment, high-velocity jet cleaners, or mechanically powered equipment capable of sufficiently cleaning and clearing the existing pipe. Use precautions during the cleaning operations to prevent additional damage to the existing pipe.

### **C.8 Television Inspection**

Inspect the cleaned pipes with a color pan and tilt, 360° rotating head camera specifically designed and constructed for sewer inspection. Field investigate each conduit to be televised to determine the need for plugging to eliminate flow from the line section. Provide lighting for the camera to provide a clear picture of the entire periphery of the existing sewer. If the television inspection shows any areas where the sewer inside diameter may be deflected, decreased, or obstructed, the engineer will coordinate a point repair. Inspect the interior of the pipeline to determine the location of any conditions that may prevent proper installation of the impregnated tube. These conditions may include protruding service taps, collapsed or crushed pipe, and reductions in the cross-sectional area of more than 40%. Note these conditions so that they can be corrected and clear of these obstructions at the contracted unit price. Remove any protruding taps or service connections which will obstruct or hinder the insertion of the liner. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then a point repair excavation shall be recommended to remove or repair

the obstruction. Notify the engineer immediately when the contractor has determined the need for a point repair.

Perform a television inspection to document the as-built condition after the completion of the liner installation. Provide two copies of as-built inspection to the engineer in digital format.

### **C. 9 Fit and Finish**

Provide a finished liner that is continuous over the entire length of the conduit section and that tightly conform to the walls of the existing (host) conduit pipe that is homogeneous throughout and free of any wrinkles, protrusions, holes, cracks, foreign material, blisters, or other deleterious faults or defects, which in the opinion of the engineer, will affect the liner's structural integrity, hydraulic performance, future maintenance access, and overall line performance. Provide a finished liner with no visible gaps or annular space between the finished liner and the existing (host) pipe at the manhole, sewer service connection, or other exposed points within the finished lined section.

### **D Measurement**

The department will pay for UV GRP CIIP 36-Inch, UV GRP CIPP 54-Inch and UV GRP CIIP 42-Inch (Lake Drain) by the linear foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	UV GRP CIPP 36-Inch	LF
SPV.0090.06	UV GRP CIPP 54-Inch	LF
SPV.0090.07	UV GRP CIIP 42-Inch (Lake Drain)	LF

Payment for the UV GRP CIPP 36-Inch, UV GRP CIPP 54-Inch, UV GRP CIIP 42-Inch (Lake Drain) bid items is full compensation for providing pipe liners; for cleaning the existing pipe before liner installation; for installation. Payment is also for providing traffic control under items UV GRP CIPP 36-Inch and UV GRP CIIP 54-Inch located on MacArthur Way and Gilman Drive/River Bend Road.

## **76. Watermain 6-Inch, Item SPV.0090.08; Watermain 8-Inch, Item SPV.0090.09; Watermain 12-Inch, Item SPV.0090.10.**

### **A Description**

This work shall consist of excavating required trenches, furnishing and installing watermains and tracer wires and backfilling the trenches.

### **B Material**

General - Watermains installed in trenches shall be PVC with push on or mechanical joints. PVC watermains shall be installed with tracer wire.

PVC Pipe - PVC pipe shall conform to AWWA C900, pressure class 235, SDR 18, cast iron outside diameter.

Pipe Joints - Joints for PVC pipe shall be elastomeric gasket type meeting ASTM F477 and assembly shall be per AWWA M23. At fittings, also restrain pipeline joints for the following length from fittings:

<u>Restrained Length (feet)</u>			
Pipe Size (In)	45° Bend	90° Bend	Tee Hydrant or Dead End
6	11	20	14
8	19	34	24
10	28	51	36
12	39	73	51

Joints for copper pipe shall be compression fitting type joints.

Tracer Wire - Tracer Wire shall be 14 gauge AWG solid copper wire with 15 mil polyethylene coating, blue color.

Tracer wire joints shall be wrapped splices with solder or cadweld bonding of the copper wire, split bolt connections or compression connections (wire nuts not permitted). All exposed areas should be wrapped to provide a watertight joint.

Tape the tracer wire to the top of the utility pipeline every 10 feet.

## **C Construction**

**C.1** Manipulation of existing valves required in order to construct work shall be performed by the Village of Plover Water Department only. Contact the Village of Plover Water Department at least 48 hours in advance to coordinate and schedule any required valve manipulation. Contact Matt Saloun at (715) 345-5254.

**C.1.1** Coordinate with Village of Plover regarding temporary water services as the Village will provide temporary water.

## **C.2 Performance Tests**

### **C.2.1 Hydrostatic Pressure Test**

1. After pipe and appurtenances have been constructed, perform a hydrostatic pressure test.
2. Necessary equipment include: test plugs, reaction blocking, hoses, pressure gauges, measuring devices, and hand pumps, to perform the work required in connection with the tests.
3. Slowly fill each test section with water, care being taken to expel all air from the pipes.
4. Tap the pipe, if necessary, at high points to vent the air.
5. Maintained at 150 P.S.I. for at least one hour.
6. Tighten leaks found at mechanical joints, until the leaking stops. Remove and replace any cracked or defective pipes, fittings, valves or joints discovered as a consequence of the pressure test with sound material, and the test shall be repeated until satisfactory.

### **C.2.2 Leakage Test**

1. After the pipe has been subjected to the above pressure test, a leakage test as described herein shall be performed.

If water does not have to be added to the pipeline during the pressure test, to maintain 150 psi, the requirement for the leakage test may be waived. Necessary equipment includes: test plugs, reaction blocking, hoses, pressure gauges, measuring devices and hand pumps, to perform the work required in connection with the tests.

The duration of each leakage test is two hours. C.1.a)(5).b.(4) The main pressure during the test is 150 P.S.I.

Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section thereof necessary to maintain the specified test pressure after the pipe has been filled with water and the air expelled.

The village will approve the system of measuring this volume of water prior to commencement of the test.

The maximum leakage in gallons per hour is determined by the following equation:

$$L = SD \times (P)^{1/2} / 148,000$$

L = allowable leakage in gallons per hour S = length of pipeline tested in feet

D = nominal diameter of the pipe in inches P = test pressure in psi

\*Based on 11.65 gpd per mile of pipe per inch of nominal diameter, at 150 psi.

The allowable leakage per 1,000 feet of pipeline is as follows:

Pipe Size (in.)	Allowable Leakage (gph)
4	0.33
6	0.50
8	0.66
10	0.83



12	0.99
14	1.16
18	1.49

In case the section under test contains joints of various diameters, the allowable leakage will be the sum of the computed leakage for each size of joint.

Should the test disclose leakage greater than that permitted, locate and repair the defective pipe until the leakage is within the specified allowance.

### **C.2.3 Continuity Test**

Perform tracer wire continuity testing utilizing a standard 5 watt generator to provide an AC current restricted to 33 kHz or less.

### **C.2.4 Presentation of Test Results**

1. At the conclusion of the Performance Tests, the village or village's representative will furnish a written report or the results of the tests.
2. The report will identify the specific type and length of pipe tested, the pressures, the duration of the test, the amount of leakage, etc.

The report will be signed by the contractor.

## **C.3 Disinfection of Complete Watermains**

AWWA C-651 Standard for Disinfecting Watermains.

1. Clean the main prior to disinfection, except when using the tablet method.

Chlorinate main using one of the following forms of chlorine.

Liquid Chlorine in combination with a solution feed, vacuum operated chlorinator and a booster pump.

Calcium or Sodium Hypochlorite solution injected into the main with a chemical feed pump.

Calcium Hypochlorite tablets, 5 grams each containing approximately 65 percent available chlorine by weight.

Calcium Hypochlorite tablets may not be used on solvent-welded plastic or on screw-joint steel pipe.

## **C.4 Methods of Chlorine Application**

### **C.4.1 Continuous Feed Method**

1. Flow water from the existing distribution system at a constant, measured rate into the newly-laid pipeline. Feed the chlorine dose at a constant, measured rate. Proportion the two rates to deliver chlorine concentration at a minimum of 25 mg/l available chlorine. Fill the entire main is with chlorine solution.
2. Retain the chlorinated water in the main for at least 24 hours. Operate all valves and hydrants in the section treated to disinfect the appurtenances. At the end of the 24 hour period, a 10 mg/l free chlorine residual throughout the length of the main is required. If the initial disinfection fails to produce a free chlorine residual of 10 mg/l, rechlorinated the main with 25 mg/l available chlorine until a residual of 10 mg/l is obtained.

### **C.4.2 Slug Method**

1. Flow water from the existing distribution system at a constant, measured rate into the newly laid pipeline. Feed the chlorine dose at a constant, measured rate. Proportion the two rates so that the chlorine concentration in the water entering the pipeline is maintained at no less than 100 mg/l. Apply the chlorine continuously and for a sufficient period to develop a solid column or "slug" of chlorinated water that will, as it passes along the line, expose all interior surfaces to a chlorine concentration of at least 100 mg/l for at least 3 hours. As the chlorinated water flows past tees and crosses, operate related valves and hydrants to disinfect appurtenances.

### **C.4.3 Tablet Method**

1. During construction, place 5 gram calcium hypochlorite tablets in each section of pipe.

Place one such tablet in each hydrant, hydrant branch and other appurtenance. The number of 5 gram tablets required for each pipe section to provide a dose of 25 mg/l shall be  $0.0012 \frac{d^2 L}{1}$  rounded to the next higher integer, where  $d$  is the inside pipe diameter, in inches, and  $L$  is the length of the pipe section, in feet. The number of tablets required for various pipe diameters is as follows:

Pipe Diameter (in.)	Number of Tablets 13 Ft. Pipe	Length 20 Ft. Pipe Length
4	1	1
6	1	1
8	1	2
10	2	3
12	3	4
16	4	7

Attach the tablets with a food-grade adhesive. Tablet adhesive only on the broadside attached to the surface of the pipe. Attach all the tablets inside and at the top of the main, with approximately equal numbers of tablets at each end of a given pipe length. If the tablets are attached before the pipe section is placed in the trench, mark their position on the section so it can be readily determined that the pipe is installed with the tablets at the top. When installation has been completed, fill the main at a velocity no greater than 1 foot per second. Take precautions to eliminate air pockets. Chlorinate pipe for at least 24 hours.

If the water temperature is less than 41°F, chlorinate the pipe for at least 48 hours. After the applicable retention period, flush the heavily chlorinated water from the main until chlorine concentration in the water leaving the main is no higher than 1 mg/l. Direct discharge from the watermain to the ground or surface waters may not be allowable. A WPDES (Wisconsin Pollutant Discharge Eliminate System) general permit is required for discharges of chlorinated water out of hydrants or watermains. WPDES general permits are available from the DNR area district wastewater engineer. Following a satisfactorily observed chlorine residual and flushing, two successive sets of samples taken at 24 hour intervals, will be tested for bacteriological analysis. Furnish a sampling tap consisting of a standard corporation cock installed in the main with a copper tube gooseneck assembly. After sampling remove the gooseneck assembly and retained for future use. Obtain one bacteriologically safe water sample from each location prior to the main being placed into service. After disinfection has been completed open all valves and the facilities be placed in operation.

#### **D Measurement**

The department will measure Watermain (size) by the linear foot, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	Watermain 6-Inch	LF
SPV.0090.09	Watermain 8-Inch	LF
SPV.0090.10	Watermain 12-Inch	LF

Payment is full compensation for all excavating, backfilling, dewatering, sheeting, shoring, for furnishing and installing watermains, pipe joints, tracer wire, bedding material, initial backfill, and all test procedures.

### **77. Water Service 1-Inch, Item SPV.0090.11.**

#### **A Description**

This special provision describes furnishing and installing water services (size) including tap, corporation, curb stops and curb box, to the requirements of the plans and the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto, and as hereinafter provided.

#### **B Materials**

Water service shall be SDR 9 CTS poly-pipe, no substitutions.

Corporation stops (size) shall be according to AWWA C800 and ASTM B62 and shall be Mueller 15008, Ford F-1000Q, or approved equal. All corporation stops require saddles.

Water service curb stops shall according to AWWA C800 and ASTM B62 and shall be (size) Mueller H-15209, Ford B44-444Q, B44-777Q, or approved equal.

Water service curb boxes shall be Mueller H10300, Ford EM2-70-56, EM2-70-57, or approved equal, threaded base and 1-1/4 in. upper section, plug style lid and the extended length shall be 7-feet, with stationary rods.

Service Saddles shall be Ford FS202, Smith Blair 317 or 372, Mueller BR2B or H13000, or Romac 202S or 305, or approved equal.

### **C Construction**

Construct the water services according to the plans, "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto Chapters 5.5.0 and 5.6.3, bid item Water Main, and as hereinafter provided.

Coordinate with Village of Plover regarding temporary water services as the Village of Plover will provide temporary water. Contact the Village of Plover Water Department at least 48 hours in advance to coordinate and schedule any water shut-offs. Contact Matt Saloun at (715) 345-5254.

Water services shall be one piece with no coupling between corporation stop and curb stop.

Water services shall have 7 feet minimum cover.

Delete wood blocking in section 5.5.12 and replace with solid concrete block or concrete.

Delete lead disc from section 5.5.15.

Delete section 5.5.20.

Set curb boxes 3 feet away from back of curb line, and extend water services to within 1 foot of right-of-way line.

Backfill services constructed across roadways and driveways according to the bid item Water Main.

"Work" each curb stop, in presence of Village of Plover, prior to placing water main in service.

Furnish and install marker, accurately centered and vertical, over end of each lateral installed. Marker shall be 4 in. by 4 in., one continuous piece (no segments), nominal size lumber. Place marker in backfill so bottom end touches end of lateral and top of marker is 2-feet above ground level. Elevation of lateral, at end, shall be permanently written on marker. Paint marker blue.

Determine horizontal location of each lateral, at point of terminus, by measurement to nearest 0.1-feet, "tied" to minimum of 2, preferably 3, nearby permanent physical features. Note the horizontal location on the as-built plans provided to the Village of Plover.

Install five feet of service beyond curb stop if service is not being connected to existing service.

### **D Measurement**

The department will measure water services by the linear foot in place and the quantity measured for payment shall be the number of linear feet, completed and accepted according to the contract measured along the centerline of the tubing. The length to be paid for shall be measured through the corporation stop and the curb stop.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.11	Water Service 1-Inch	LF

Payment is full compensation for furnishing all materials including tubing and fittings, corporation stop, curb stop and curb box; for all end of piping marking; for all excavations; for removing existing water service; for sheeting and shoring, forming foundations, laying pipe, and making connections to all new or existing facilities, including couplings; for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

**78. Sanitary Lateral 4-Inch, Item SPV.0090.12.**

**A Description**

This special provision describes furnishing and installing sanitary laterals, to the requirements of the plans and the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto, excluding sections 3.2.1(c), 3.2.10(a)3.b, 3.2.12, 3.2.27, excluding paragraphs 3.2.6 g., h., and m. and as hereinafter provided.

**B Materials**

Unless otherwise noted on the plans, polyvinyl chloride pipe shall conform to the requirements of the latest revision of ASTM D3034, SDR 35 according to Chapter 8.10.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

Flexible watertight seals shall meet physical requirements of ASTM F477 and performance requirements of ASTM C425 and C443.

Pipe bedding shall meet the requirements of Class B Bedding. Backfill material shall meet the requirements of standard spec 209.

**C Construction**

Construct sanitary laterals according to the plans and according to Chapter 3.2.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

Construct lateral to property line and connect to existing lateral. If no existing lateral is present, permanently cap the end of lateral. The lateral shall terminate with a riser consisting of two 45 degree elbows, and a straight length of pipe sufficient to reach four feet above the invert of the lateral, where the riser begins. The invert of the lateral, at the bottom of the riser, at its termination at the lot line, shall be 8 feet below the final grade.

Affix a locator wire to the lateral and run from the sewer main connection point to tracer wire access box located at the surface directly above the end of the lateral. Connect the locator wire to the tracer wire access box cover terminal. Set the cover of the tracer wire access box flush with the surface after final grading is completed.

**D Measurement**

The department will measure Sanitary Lateral 4-Inch by the linear foot, measured and acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.12	Sanitary Lateral 4-Inch	LF

Payment is full compensation for providing all materials including pipe and end caps, for all excavations, dewatering, removing existing lateral, for sheeting and shoring, for laying pipe, and making connections to all new or existing facilities, including sleeves, boots, etc., to existing manholes or pipe; for installing end caps; for furnishing and installing tracer wire; for furnishing all bedding material; for backfilling and compaction, and removing sheeting and shoring, cleanup. Class B Bedding will be paid for separately.

**79. Class B Bedding, Item SPV.0090.13.**

**A Description**

This special provision describes furnishing and installing Class B Bedding as provided by these specifications.

**B Materials**

Provide Class B Bedding complying with the requirements of sections 3.2.6(b) and 8.43.2(a) of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

## **C Construction**

It is not the intent of the project to utilize Class B Bedding at all utility locations. The engineer reserves the right to order additional excavation where suitable foundation conditions do not exist. When this condition arises, the excavation shall be carried to such depths as directed by the engineer. The maximum width of the extra trench excavation shall be the outside of the proposed structure plus 2 feet, plus the amount necessary for sheeting or bracing. Mechanically compacted crushed stone and/or washed gravel (Class B Bedding) shall be installed to replace the excavated materials to sub-base grade.

Placement and construction of the Class B Bedding shall be in conformance with section 3.2.6(b) of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

## **D Measurement**

The department will measure Class B Bedding by the linear foot, along the centerline of the pipe installed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.13	Class B Bedding	LF

Payment is full compensation for furnishing and placing all materials, including the cost of the stone bedding; compaction of the backfill material.

## **80. Sanitary Sewer 8-Inch, Item SPV.0090.14.**

### **A Description**

This special provision describes furnishing and installing sanitary sewer, to the requirements of the plans and the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto, excluding sections 3.2.1(c), 3.2.10(a)3.b, 3.2.12, 3.2.27, excluding paragraphs 3.2.6 g., h., and m. and as hereinafter provided.

### **B Materials**

Unless otherwise noted on the plans, polyvinyl chloride pipe shall conform to the requirements of the latest revision of ASTM D3034, SDR 35 according to Chapter 8.10.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

Flexible watertight seals shall meet physical requirements of ASTM F477 and performance requirements of ASTM C425 and C443.

Pipe bedding shall meet the requirements of Class B Bedding. Backfill material shall meet the requirements of standard spec 209.

## **C Construction**

### **C.1 Installation**

Construct sanitary sewers according to the plans and according to Chapter 3.2.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

Where groundwater is encountered during the construction, all pipe joints for the sewer line shall be of such quality that there shall be no perceptible infiltration of groundwater into the sewer from any single pipe joint. All tests shall be made in the presence of the contractor and engineer.

### **C.2 Excavation and Backfilling**

Normal width of trench: section 3.1.1(a) of the "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

Remove undesirable material below trench bottom, such as organic soils, which cannot adequately support sewer and replace with crushed stone. Preparation of trench for sanitary sewer pipe shall include Class B Bedding.

Backfill according to section 2.6.7 of "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto. It is the intent of these specifications to utilize excavated material as granular backfill, not imported granular backfill.

### **C.3 Backfill Compaction**

Keep trench free of visible water during backfilling and compaction work.

Initial compacted lift shall be 2 ft.

Adjust actual thickness of each subsequent lift so entire lift compacted to specified compactive effort, 12-in. maximum thickness.

Consolidate excavated material backfill under roadways to a minimum 95 percent maximum density as determined by ASTM D1557, Method D.

Consolidate backfill by mechanical compaction.

### **C.4 Testing**

Provide piping connections between section of line being tested and air supply, together with test pressure equipment, meters, pressure gauge, and other equipment, materials, and facilities necessary to make specified tests.

Provide bulkheads, blocking, bracing, or other temporary sectionalizing devices that may be required.

Remove temporary sectionalizing devices after test complete.

Provide necessary test plug/mandrel, cable, reeling equipment, and other materials necessary to perform deflection test.

Pipe section to be tested shall be clean and free of dirt, sand, water, or other foreign material.

Pipe section to be tested has had backfill placed and consolidated.

### **C.5 Deflection Testing**

Provide cable at either end of test plug/mandrel to allow withdrawal if plug becomes stuck.

Test plastic sewer pipe in presence of village.

Test according to sections 3.2.6(i)(4) and 3.2.6(j)(4) of "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto except as modified as follows.

Deflection test PVC pipe immediately upon completion. Sections not passing test shall be repaired and retested.

Test plugs shall be solids sleeve or cage type as shown on File No. 30 of "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto.

Device shall be identified as to the size and type of pipe for which it is intended to be used and outside diameter of device.

Identification shall be stamped on device or metal plate permanently attached thereto. Worn, damaged, or deformed test plugs not acceptable.

### **C.6 Leakage Testing**

Pressure test sewer pipe in the presence of the village.

Provide piping connections between section of line being tested and air supply, together with test pressure equipment, meters, pressure gauge, and other equipment, materials, and facilities necessary to make specified tests.

Provide bulkheads, blocking, bracing, or other temporary sectionalizing devices that may be required.

Remove temporary sectionalizing devices after the test is complete.

Plug pipe outlets with test plugs. Brace each plug securely to prevent blowouts during air test.

Add air slowly.

Pressurizing equipment shall include regulator set to avoid over-pressurizing and damaging line.

Make air tests from manhole to manhole unless approved by the engineer.

Test according to chapter 3.7.0 of "Standard Specifications for Sewer and Water Construction in Wisconsin," latest edition, including all Addendum thereto, except as modified below.

Test times shall be according to Table 6 of section 3.7.3 of SW specifications. Length of laterals shall be included in determining minimum test time. Repair and retest sections that do not pass.

**D Measurement**

The department will measure Sanitary Sewer by the linear foot, measured between the centerline of manholes or to the terminus of the pipe, 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.0090.14	Sanitary Sewer 8-Inch	LF

Payment is full compensation for providing all materials including pipe and end caps, for all excavations, dewatering, for sheeting and shoring, for laying pipe, and making connections to all new or existing facilities, including sleeves, boots, etc., to existing manholes or pipe; for installing end caps; for furnishing all bedding material; for backfilling and compaction, testing of sanitary sewer, and removing sheeting and shoring, cleanup. Class B Bedding will be paid for separately.

**81. Construction Staking Infiltration Basin, Item SPV.0105.01.**

**A Description**

This special provision describes the contractor-performed construction staking required for the entire infiltration basin installation as shown on the plans, standard spec 650, and as hereinafter provided.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Construction Staking Infiltration Basin by the lump sum, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Construction Staking Infiltration Basin	LS

Payment is full compensation for Construction Staking Infiltration Basin.

**82. Partially Removing Vault Structure Private Supply Line, Item SPV.0105.02.**

**A Description**

This special provision describes partially removing the vault structure associated with the private supply line conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Partially Removing Vault Structure Private Supply Line by lump sum, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Partially Removing Vault Structure Private Supply Line)	LS

Payment is full compensation for partially removing masonry of the vault structure and removing all mechanical items including valves and pipes.

## 83. Primary Spillway Structure, Item SPV.0105.03.

### A Description

This special provision describes excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, construction staking, stop logs, and aluminum bar grating as shown in the plans for the Primary Spillway Structure and as described in standard spec 206, 209, 211, 305, 504, 505, and 650, respectively, or as specified further within.

### B Materials

#### B.1 Standard Items

For materials related to excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, and construction staking, refer to standard spec 206, 209, 211, 305, 504, 505, and 650, respectively.

The Primary Spillway Structure shall be considered class I structure concrete.

#### B.2 Stop Logs

For stop logs materials, refer to Table 1 below.

Stop logs and guide frames shall be by one manufacturer. Each major component of equipment shall have the manufacturer's name, address, and catalog number on a nameplate securely affixed to the equipment.

Component	References	Details
Stop Logs	Aluminum 6061-T6, ASTM B209 and B211	Aluminum construction with aluminum plate reinforcing to limit deflection to 1/1000 of the span of the log under design head conditions of 3'-6" of water.
Seals	Neoprene rubber, ASTM D2000 Aluminum 6061-T6, ASTM B209 and B211	Extruded neoprene seals on inverts shall be held in place by a bolted retainer bar and shall be field replaceable.
Lift Logs		Provide on each log to facilitate removal. Logs shall be removable as a single aggregate unit. Logs shall link as a single unit and shall securely interlock together.
Hardware	Stainless Steel 304 and 316, ASTM A240	
Seats	Ultra-high molecular weight polyethylene, ASTM D4020	
Leakage		Shall not exceed 0.4 GPM per foot of seating perimeter.
Guide Frames	Stainless Steel 304, ASTM A240	Bottom sill shall consist of stainless steel section similar in size to vertical guide sections. Sill shall be furnished with additional members and adjusting studs to allow for leveling prior to final grout placement. Provide vent holes in sill member to allow for air escapement. Neoprene seals shall be provided in the frame. Seals shall be adjustable and field replaceable. Frames shall be designed to fit into the structure as indicated on the drawings and shall provide a clear opening as indicated on the drawings.



Lifter	Aluminum 6061-T6, ASTM B308	Designed to install and remove the stop logs either individual or together as an aggregate unit. Fabricated from aluminum and stainless steel and designed to travel in the stop log guides. Provide spring-loaded forks, a yoke with tongues that fit into the guide grooves, and a lifting post with reinforced eye.
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### B.3 Aluminum Bar Grating

For aluminum bar grating, refer to Table 2 below.

**TABLE 2**

Component	References	Details
Grating	Aluminum alloy 6063-T6, ASTM A123	Provide aluminum alloy material with 3/16-inch thick bearing bars spaced 1-3/16-inch center to center with cross bars pressure locks on 4-inch centers. Fabricate in standard size sections where possible with a maximum panel weight of no more than 80 lbs. Apply bearing bar banding at ends of grating sections and at fixture or pipe openings where two or more bearing bars are cut. Anchor grating to support members using stainless steel saddle clips. Provide serrated top surface with mill finish.

## C Construction

### C.1 Standard Items

For construction related to excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, and construction staking, refer to standard spec 206, 209, 211, 305, 504, 505, and 650, respectively.

### C.2 Stop Logs

Stop logs shall be Southern Pine No. 2, size as shown on plans.

Ensure that stop logs and frames are correct size for the opening constructed, and box cut outs in concrete are correct size for the guide frames and bottom sill.

Inspect units from supplier and/or manufacturer for damage upon receipt of materials to job site. Replace any damaged units.

Install stop logs.

### C.3 Aluminum Bar Grating

Submit shop drawings showing arrangement, dimensions, connections, and materials. Include documentation verifying design meets the specified requirements. Certifications shall be signed and sealed by a professional engineer registered in the State of Wisconsin.

The contractor is responsible for:

1. Coordinating work between suppliers and/or manufacturers; including anchorages, concrete inserts, sleeves, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete construction.
2. Ensuring that the aluminum bar grating is the correct size, materials, and spacing.
3. Inspection of units from supplier and/or manufacturer for damage upon receipt of materials to job site. Any damaged units shall be replaced.
4. Installing aluminum bar grating according to the manufacturer's written instructions.

Install materials accurately in location and elevation, level and plumb. Field fabricate as necessary for accurate fit. The surface shall be free of debris. Protect aluminum from contact with dissimilar metals or concrete. Paint aluminum in contact with concrete. Apply one coat of bituminous paint coating. Before coating application, clean contact surfaces, remove dirt, grease, oil, foreign substances, followed by immersing in, or wipe thoroughly with an acceptable solvent. Rinse with clean hot water and dry thoroughly.

#### **D Measurement**

The department will measure Primary Spillway Structure by the lump sum as acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Primary Spillway Structure	LS

Payment is full compensation for excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, construction staking, stop logs, and aluminum bar grating, including furnishing of any materials required.

### **84. Operator Walkway Bridge, Item SPV.0105.04.**

#### **A Description**

This special provision describes furnishing and installing the operator walkway bridge as shown in the plans.

#### **B Materials**

C shapes, plates and bars in conformance with ASTM A36.

Steel pipe in conformance with ASTM A53, Grade B.

Hot-dip galvanized carbon steel in conformance with ASTM A123.

High-strength fasteners in conformance with ASTM A325, Type 1.

Nuts and washers in conformance with ASTM A563 and F436.

Hot-dip galvanized bolts, nuts and washers in conformance with ASTM A153.

Mechanically galvanized bolts, nuts and washers in conformance with ASTM B695.

Steel anchor bolts in conformance with ASTM F1554, grade 36.

Welding: Class E70XX electrodes.

Provide steel grating material conforming to ASTM A36.

Anchor grating to support members using stainless steel removable fasteners.

Hot dip galvanize steel grating after fabrication according to ASTM A123.

#### **C Construction**

Furnish and install the operator walkway bridge as shown on the plans. Furnish and install mounting bracket for "DAM" sign to be moved and mounted to the railing of the operator walkway bridge.

#### **D Measurement**

The department will measure Operator Walkway Bridge by the lump sum acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Operator Walkway Bridge	LS

Payment is full compensation for furnishing and installing operator walkway bridge and sign mounting bracket.

### **85. Access Stair, Item SPV.0105.05.**

#### **A Description**

This special provision describes furnishing and installing the access stair, including the concrete pier and steel reinforcement, as shown in the plans and as described in standard spec 504 and 505.

## **B Materials**

### **B.1 Standard Items**

For materials related to concrete masonry and steel reinforcement, refer to standard spec 504 and 505, respectively.

### **B.2 Access Stair**

C shapes, plates and bars in conformance with ASTM A36.

Steel pipe in conformance with ASTM A53, Grade B.

Hot-dip galvanized carbon steel in conformance with ASTM A123.

High-strength fasteners in conformance with ASTM A325, Type 1.

Nuts and washers in conformance with ASTM A563 and F436.

Hot-dip galvanized bolts, nuts and washers in conformance with ASTM A153.

Mechanically galvanized bolts, nuts and washers in conformance with ASTM B695.

Steel anchor bolts in conformance with ASTM F1554, grade 36.

Welding: Class E70XX electrodes.

Provide steel grating material conforming to ASTM A36.

Anchor grating to support members using stainless steel removable fasteners.

Hot dip galvanize steel grating after fabrication according to ASTM A123.

## **C Construction**

### **C.1 Standard Items**

For construction related to concrete masonry and steel reinforcement, refer to standard spec 504 and 505, respectively.

### **C.2 Access Stair**

Furnish and install the access stair, including supporting concrete piers, as shown on the plans.

## **D Measurement**

The department will measure Access Stair by the lump sum, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.05	Access Stair	LS

Payment is full compensation for furnishing and installing access stair and supporting concrete piers.

## **86. Sluice Gate Structure, Item SPV.0105.06.**

### **A Description**

This special provision describes excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, structural steel, construction staking, and access covers, and frames as shown in the plans and as described in standard spec 206, 209, 211, 305, 504, 505, 506, and 650, respectively, or as specified further within.

## **B Materials**

### **B.1 Standard Items**

For materials relating to excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, structural steel, and construction staking, refer to standard spec 206, 209, 211, 305, 504, 505, 506, and 650, respectively.

The Sluice Gate Structure shall be considered class I structure concrete.

## B.2 Access Covers and Frames

Furnish Manhole Covers Type-L frames and lids.

## C Construction

### C.1 Standard Items

For construction related to excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, structural steel, and construction staking, refer to standard spec 206, 209, 211, 305, 504, 505, 506, and 650, respectively.

### C.2 Access Covers and Frames

Cast Manhole Covers Type-L frames directly into top slab of the Sluice Gate Structure as shown on the plan drawings. Frame shall be set such that the top of the structure is smooth with the lid will flush to the concrete surface.

## D Measurement

The department will measure Sluice Gate Structure by the lump sum, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.06	Sluice Gate Structure	LS

Payment is full compensation for excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, structural steel, construction staking, and access covers and frames, including furnishing of any materials required.

## 87. Lake Drain Slide Gate (42-Inch), Item SPV.0105.07; Private Supply Slide Gate (12-Inch), Item SPV.0105.08.

### A Description

This special provision describes furnishing and installing the slide gate (42-inch) for the lake drain and slide gate (12-inch) for the private supply line.

### B Materials

For the slide gate materials, refer to Table 1 below.

Component	References	Details
Gate	Stainless steel alloy group 2 (316), ASTM F594	Gates shall be stainless steel, fully bronze mounted, and will have side wedges for seating head conditions and side, top, and bottom wedges for unseating head conditions when the width of the gate exceeds 24 inches. All gate components will be designed to safely withstand the heads listed on the plans. The completed assembly gate will be inspected for proper seating. Seat facings will be machined, and wedges adjusted to exclude a 0.004-inch thickness gauge between the frame and disc seating surfaces. The gate disc will be fully opened and closed in its guide system to ensure that it operates freely. The gate shall be self-contained, and wall mounted with manually operated crank-arm lift, including 2-inch nut and clutch-driven electric drill with 2-inch nut driver attachment.
Frame	Stainless Steel 316, ASTM A276	The frame shall be of flange type design for mounting on anchor bolts and grout pad. Size and spacing of anchor bolt holes shall be suitable for the operating conditions of the gate. Spacing shall not exceed 12". The frame shall be of self-contained design. The frame shall be sufficiently rigid to transfer hydrostatic loads to the gate anchorage. The frame shall positively retain the polymer guide/seal strip and the neoprene loading pad on studs welded to it. Non-loosening (prevailing torque) fasteners shall be used on the gate guide assembly. The guide seal assembly shall be field adjustable and replaceable. The length (vertical height) of the guide shall retain at least 1/2 of the slide height in the full open position.

Slide	Stainless Steel 316, ASTM A276	The slide shall be a weldment of plate with integrally formed reinforcements at top and bottom with welded-on interior reinforcements. A stem block connection shall be used for non-rising stem applications or when precise adjustment of a hydraulic cylinder is required. All edges and corners shall be radiused and polished for smooth operation within the guide seal assembly. Provision shall be provided for attaching stems to the gate with a clevis-type connection. Alternatively: stem block connection shall be used when precise adjustment of hydraulic cylinders is required.
Guide and Seal Assembly	Ultra-high molecular weight polymer, ASTM D4020	Guide seal shall be special milled or molded polymer to positively retain the slide and form a tight seal on face plate edge. Sealing shall be accomplished by the pinching action of the polymer guide/seal on the elastomer loading pad and the fastener cover bar system. Engagement of slide into guide groove shall be 7/8" nominal.
Top Seal	Ultra-high molecular weight polymer, ASTM D4020	The top seal shall be a specially milled or molded shape securely attached to the frame. It shall have an elastomer loading pad to ensure contact with the slide plate. Corners or intersections of seals and loading pads shall be interlocked and sealed for leak-proof joint.
Flush Bottom Closure	Neoprene Rubber 1BE625, ASTM D2000	Rectangular solid bulb section neoprene seal shall be attached to frame horizontal member. Sealing action shall be against lower edge of slide plate.
Wall Thimble		When thimbles are used, they shall be fabricated stainless steel with minimum thickness of 1/4". The flange shall be flat and plane within 3/16" without machining. Welded studs or threaded holes for screwed in studs shall be provided to match the gate layout. The top of the thimble flange shall be permanently marked top. The thimble shall be set plumb and flat. The gate shall be mounted with hard setting mastic and a 1/4" thick rubber gasket. Refer to the gate schedule for type and application of wall thimbles.
Stems		Gate stem diameter shall be adequate to withstand twice the force created by a 40 lb. pull on the hand-wheel or crank. Stems shall have rolled threads with a maximum roughness of 16 micro inches. Cut threads are not acceptable. The stem shall be supported by integral stem guide angles or wall mounted brackets with bronze split type stem collars, spaced to provide an l/r ratio of 200 or less. Stems shall withstand 1.25 times the stalled motor thrust of the actuator.
Wedges		Gates shall have adjustable wedges across top of opening. Wedges may be fabricated or cast and shall be held onto slide reinforcing member with two in-line welded studs with backing plate.
Yoke		The yoke or head frame may be welded or bolted to frame extensions. The slide shall be removable through the yoke opening or by disassembly/ removal of the yoke. Yoke shall be sufficiently strong to prevent deflection greater than 1/4" under load.
Manually Operated Lift		Gate lifts shall be hand-wheel or geared crank type as shown in the gate schedule. Lifts shall operate the gate with a maximum pull of 40 lb. on the hand-wheel or crank. All lifts shall have thrust bearings, bronze lift nuts and a bronze stop nut to limit the downward travel of the stem and slide. All geared lifts shall have cast iron or steel housing and pedestals. Aluminum housing and pedestals shall not be acceptable. All lifts shall be rising stem type. Stem covers made of clear butyrate shall be furnished for all lifts. Lifts shall be grease lubricated and regreaseable through grease zerks. Oil bath lifts are not acceptable.
Leakage		The gates will be substantially watertight under design head conditions. The leakage will not exceed 0.1 gpm per foot of periphery for seating heads up to 50 feet, and for unseating heads up to 30 feet.

## C Construction

Install the gate equipment and appurtenances according to the Installation Manual furnished by the gate manufacturer. Use extreme care in the handling, storage, and installation of this equipment to prevent damage or distortion of the equipment and to ensure proper performance.

Provide a flush bottom closure type of gate with a compressible resilient seal attached to the bottom of the disc (sliding member) with a stainless steel bar and fasteners. Provide a specially extruded shape designed to accurately fit to the bottom rib of the disc. Provide a seal shaped to produce a wide sealing area on a machined stop bar that is bolted to the gate frame to form a flush invert. Ensure the differential sealing pressure of the resilient seal on the stop bar is variable by adjustment of the side wedges on the gate.

Install the gate and accessories according to manufacturer's recommendation. Keep the gate clean and free of construction debris and lubricate the stem threads prior to operation of the gate. If electric motor operator is used, adjust limit switches according to manufacturer's instructions. If hydraulic cylinder is used, adjust the rod or stem connection for correct stroking and closing action. Cycle the gate a minimum of one cycle (open-close or vice versa) to ensure smooth operation. Test the gates for field leaks. Leakage shall not exceed 0.1 gpm per foot of perimeter at the rated head, seating or unseating.

Submit shop drawings showing arrangement, dimensions, and materials. Include documentation verifying design meets the specified requirements. Certifications shall be signed and sealed by a professional engineer registered in the State of Wisconsin. Submit operation and maintenance manuals to the Village of Plover.

Coordinate work between suppliers and/or manufacturers.

Ensure that the sluice gate and frames are the correct size for the opening constructed, and box cut outs in concrete are correct size for the guide frames and bottom sill.

Inspect units from supplier and/or manufacturer for damage upon receipt of materials to job site. Any damaged units shall be replaced.

Install the sluice gate according to the manufacturer's written instructions.

## D Measurement

The department will measure Lake Drain Slide Gate (42-Inch) and Private Supply Slide Gate (12-Inch) by the lump sum, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.07	Lake Drain Slide Gate (42-Inch)	LS
SPV.0105.08	Private Supply Slide Gate (12-Inch)	LS

Payment is full compensation for furnishing and installing lake drain slide gate (42-inch) and private supply slide gate (12-inch), including furnishing of any materials required.

## 88. Private Supply Line, Item SPV.0105.09.

### A Description

This special provision describes backfill , excavation, constructing foundation, construction staking, laying pipe, supply line piping, valves, valve box, and vault connection as shown in the plans and as described in standard spec 608.2.2, 608.3.1, 608.3.2, and 650, respectively, or as specified further within.

### B Materials

For materials related to backfill and construction staking, refer to standard spec 608.2.2 and 650, respectively.

For supply line piping, valves, valve box, and vault connection materials, refer to Table 1 below. Also refer to the latest edition of the "Standard Specifications for Sewer and Water Construction in Wisconsin".

**TABLE 1**

Component	References	Details
Supply Line Piping	Polyvinyl chloride pipe (PVC), AWWA C900, Class 235, DR-18 Compression gasket ring, ASTM D3139 Compact style fittings, AWWA C153/A21.53 Cement motor lining, AWWA C104/A21.4 Underground bolts core-blue, AWWA C111/A21.11	Use PVC of diameter size specified in the plans. Use compact style fittings, mechanical joints, cement motor lining, and underground bolts of core-blue. All fittings shall be poly wrapped, 12 mil. Provide ductile iron restraint glands to restrain watermain and appurtenances.
Valves	Wedge gate valves, AWWA C515 Epoxy lined valves, AWWA C550	Valves shall be resilient wedge gate valves with mechanical joints, ductile iron body, bronze-mounted with bronze nonrising stems, O-ring seals, and open left. Line valves in epoxy.
Valve Box		Valve box length as specified on the plans. The valve box shall include a three piece screw type box with 5-1/4-inch shaft and plain no-tilt drop cover. Valve boxes shall be installed upon valve with use of gate valve adaptor. All valves shall be poly wrapped, 12 mil.
Vault Connection	Boots and seals, ASTM C923	Connect supply line to concrete vault by means of boots or cast-in seals.

## C Construction

For construction related to excavation, constructing foundation, and construction staking, refer to standard spec 608.3.1, 608.3.2, and 650, respectively.

Install PVC piping according to sections 4.6.2 and 4.6.3 of the latest edition of the "Standard Specifications for Sewer and Water Construction in Wisconsin". Lay pipe to line and grade shown on plans. Noticeable variations from true alignment and grade shall be considered sufficient cause for rejection. Take precautions to prevent foreign material from entering pipe during or after laying operations. Provide watertight plugs for open ends of pipe when laying not in progress. Provide water tight connection to concrete vault structure by means of cast in boot.

## D Measurement

The department will measure Private Supply Line by the lump sum, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.09	Private Supply Line	LS

Payment is full compensation for roadway and drainage excavation, backfill, preparing the foundation, dense-graded base, construction staking, supply line piping, valves, valve box, and vault connection, including any labor and furnishing of any materials required.

## 89. Temporary Water Diversion, Item SPV.0105.10.

### A Description

This special provision describes diverting the existing flow of the Springville Pond through a temporary diversion device.

### B Materials

Materials used for the diversion of the existing flow of Springville Pond shall consist of non-erodible materials, as approved according to pertinent requirements of either standard spec 205-208 or 511. Provide plans for the temporary diversion as part of the Erosion Control Implementation Plan (ECIP) transmittal and to the WDNR 5 days prior to the start of construction.

## C Construction

Minimum low flow in compliance with section 31.34, Wis. Stats., or any existing Operating Order, must be passed at all times for the duration of the project. The minimum low flow has been established with DNR staff as 4.8 cubic feet per second (cfs).

Storage of construction materials shall be outside of any wetland, mapped floodplain, or above the ordinary high-water mark of the stream.

All equipment used for the project including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use. The following steps should be taken every time you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters should not be used on other non-infested waters.

- a. Inspect and remove aquatic plants, animals, and mud from your equipment.
- b. Drain all water from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps.
- c. Dispose of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one water body to another.
- d. Wash your equipment with hot (>104F) and/or high-pressure water OR allow your equipment to dry thoroughly for 5 days.

## D Measurement

The department will measure Temporary Water Diversion by the lump sum, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.10	Temporary Water Diversion	LS

Payment is full compensation for coordinating and obtaining approval for temporary water diversion with the WDNR, furnishing and installing temporary water diversion, monitoring, and maintenance.

## 90. Remove, Salvage, and Reinstall Retaining Wall Stones, Item SPV.0105.11.

### A Description

This special provision describes removing existing wall stones on retaining wall R-49-28, salvaging wall stones for reinstallation, and reinstalling wall stones, as shown on the plans.

### B Materials

Provide mortar consisting of one part Type S masonry cement, three parts graded sand, and potable water according to manufacturer's instructions. As required, use a non-chloride, non-corrosive, accelerating cold-weather admixture recommended for use in mortar of composition indicated.

Provide stainless steel triangular veneer anchors consisting of a 14 GA clip with a 5/16" diameter hole factory assembled to a 3/16" diameter triangular wire tie. For attachment of triangular veneer anchor to concrete backup, provide 1/4" diameter X 1-3/4" long, stainless steel, concrete screw anchors.

If existing stone is unsuitable or if additional stone is required, provide stone matching existing wall stone.

### C Construction

Saw or chisel around existing wall stones in the approximate location specified in the plans. Protect retaining wall areas to remain. Remove the wall stones from the retaining wall. Wet down area during demolition operations to prevent dust from arising. Salvage and store the wall stones. Prior to reinstallation, clean all large chunks of debris from wall stones.

Reinstall wall stones in coordination with the Culvert Downstream End Section (C-49-24) while concrete masonry is fresh. Perform necessary field cutting and trimming as stone is set. Do not use stones which are unsuited for the intended use. Install triangular veneer anchors as indicated on drawings. Coat backs of stone units and face of concrete masonry backup with cement-paste bond coat, then butter both



surfaces with mortar. Use sufficient mortar so a slight excess will be forced out the edges of the stone units as they are set. Tap units into place.

Meet with the engineer to assess the condition and salvageability of wall stones before beginning any work. Any damage caused by the contractor will require replacement of similar size, color, and texture, at contractor's expense. To the extent possible, match appearance of reinstalled wall sections to the existing wall section, including the stone, grout method, and overall wall continuity.

#### **D Measurement**

The department will measure Remove, Salvage, and Reinstall Retaining Wall Stones by the lump sum, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.11	Remove, Salvage, and Reinstall Retaining Wall Stones	LS

Payment is full compensation for removing and safely storing the existing wall stones; cleaning wall stones prior to reinstallation; providing additional wall stones matching existing, if needed; reinstalling wall stones, and properly disposing of additional materials.

### **91. Culvert Downstream End Section C-49-24, Item SPV.0105.12.**

#### **A Description**

This special provision describes excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, and construction staking as shown in the plans for the downstream end section of Culvert C-49-24 and as described in standard spec 206, 209, 211, 305, 504, 505, and 650, respectively.

#### **B Materials**

For materials related to excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, and construction staking, refer to standard spec 206, 209, 211, 305, 504, 505, and 650, respectively.

The downstream end section of Culvert C-49-24 shall be considered class I structure concrete.

#### **C Construction**

For construction related to excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, and construction staking, refer to standard spec 206, 209, 211, 305, 504, 505, and 650, respectively.

#### **D Measurement**

The department will measure Culvert Downstream End Section (C-49-24) by the lump sum, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.12	Culvert Downstream End Section C-49-24	LS

Payment is full compensation for excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, and construction staking, including furnishing of any materials required.

### **92. Infiltration Basin Soil Mix, Item SPV.0180.01**

#### **A Description**

This special provision describes preparing the infiltration basis soil mix.

## **B Materials**

Supply a 6-inch engineered soil mix consisting of compost and topsoil. The 3-inch compost component of the engineered soil mix shall conform to Wisconsin Department of Natural Resources specification for S100 compost. The 3-inch topsoil component of the engineered soil mix shall conform to standard spec 625.2.

## **C Construction**

The engineered soil mix shall be incorporated into the existing soil using a chisel plow or rotary device with the capability of reaching 12 inches below the graded surface. Construction and placement of the Infiltration Basin Soil Mix shall follow the construction standards outlined in the Wisconsin Department of Natural Resources Infiltration Basin practice standard.

## **D Measurement**

The department will measure Infiltration Basin Soil Mix in area by the square yard, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Infiltration Basin Soil Mix	SY

Payment is full compensation for Infiltration Basin Soil Mix including testing for conformance to S100 compost and standard spec 625.2 requirements.

## **93. Preparing Topsoil for Lawn Type Turf, Item SPV.0180.02.**

### **A Description**

This special provision describes preparing the bed of topsoil or salvaged topsoil, for seeding or placing sod.

### **B (Vacant)**

### **C Construction**

Prepare and finish the subgrade so that rocks, concrete debris, or wood larger than three inches in diameter are not present within 1 foot of the finished surface of the topsoil.

Remove or break down all clods and lumps in the topsoil by using harrows or discs, screening, or other appropriate methods to provide a uniformly textured soil, in which 100 percent of the topsoil passes a one-inch sieve and at least 90 percent passes a No. 10 sieve.

Remove rocks, twigs, clods, and other foreign material that will not break down, and dress the entire surface to present a uniform appearance.

Shape the topsoil so that the horizontal or sloped surface between any two points ten feet apart does not vary by more than one inch. Roll with a turf type roller to a uniform minimum compacted depth of select depth inches.

Shape and compact the topsoil adjacent to pavements, sidewalks, and curbs to 1 inch below the top of the abutting surface. Before seeding, correct locations that vary by more than ¼-inch.

### **D Measurement**

The department will measure Preparing Topsoil for Lawn Type Turf acceptably completed in area by the square yard.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Preparing Topsoil for Lawn Type Turf	SY

Payment is full compensation for preparing the subgrade and topsoil bed for sod or seed as described above.

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**94. Backfill Granular Grade 2 Special, Item SPV.0195.01.**

**A Description**

This special provision describes the completion of the Backfill Granular Grade 2 Special item.

**B Materials**

Coordinate with the department prior to transport of material to the project site. The department will sample, test and approve the proposed material to verify the gradation requirements of Backfill Granular Grade 2 in standard spec 209.2.2 are met with the following additional requirements:

Percent passing by weight for the No. 100 Sieve for Grade 2 shall be 6 – 40.

Percent passing by weight for the No. 200 Sieve for Grade 2 shall be 6 – 15.0.

**C Construction**

This material is considered embankment and shall be installed following the special compaction requirements specified in standard spec 207.3.6.3.

Replace standard spec 207.3.6.3(2) with the following: Compact all material to at least the dry density specified in standard spec 207.3.6.3(3).

Gradation sampling will be completed by the department at a frequency of 1 test per 3000 CY of material placed. Density testing will be completed by the department at a frequency of 1 test per lift of material.

**D Measurement**

The department will measure Backfill Granular Grade 2 Special 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 NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Backfill Granular Grade 2 Special	TON

Payment is full compensation for procuring department approved Backfill Granular Grade 2 Special; for hauling, placing and compacting.

**95. Hauling and Disposal of PAH Contaminated Sediment, Item SPV.0195.02.**

**A Description**

**A.1 General**

This special provision describes excavating, loading, hauling, and disposing of polycyclic aromatic hydrocarbon (PAH) contaminated sediment at a WDNR-licensed landfill facility. The closest WDNR-licensed landfill facilities are:

Advanced Disposal Services Cranberry Creek Landfill  
2510 Engel Road  
Wisconsin Rapids, WI 54495  
(715) 421-3939

Waste Management Valley Trail Security Landfill  
N9101 Willard Road  
Berlin, WI 54923  
(866) 909-4458

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 sediment.

## **A.2 Notice to the Contractor – Contaminated Sediment Location**

The department completed testing for sediment contamination for locations within this project where excavation is required. Testing indicated that PAH-contaminated sediment is present at the following location where excavation is required, as shown on the plans:

1. Station 182+55 to 186+55 from reference line to project limits RT, from the sediment surface to the maximum depth of sediment excavation/dredging. Sediment contains PAHs and must be managed. Approximately 3,000 cubic yards (approximately 5,100 tons at an estimated 1.7 tons per cubic yard) of sediment will be excavated from this location.
2. Station 184+35 to 184+50 from reference line to project limits LT, from the sediment surface to the maximum depth of sediment excavation/dredging. Sediment contains PAHs and must be managed. Approximately 850 cubic yards (approximately 1,445 tons at an estimated 1.7 tons per cubic yard) of sediment will be excavated from this location.

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

The excavation management plan for this project has been designed to minimize the offsite treatment or disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR.

The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities near this project contact:

Name: Ms. Bree Richardson  
WisDOT Regional Environmental Coordinator  
Address: 1681 2<sup>nd</sup> Ave. S., Wisconsin Rapids, WI, 54495  
Phone: (715) 421-8089  
E-mail: [Bree.Richardson@dot.wi.gov](mailto:Bree.Richardson@dot.wi.gov)

## **A.3 Coordination**

Coordinate work under this contract with the environment consultant:

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

The role of the environmental consultant will be limited to:

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

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the 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 WDNR-licensed landfill facility that will be used for disposal of contaminated sediments 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 sediment from the WDNR-licensed landfill facility. Do not transport contaminated sediment offsite without prior approval from the environmental consultant.

#### **A.4 Health and Safety Requirements**

*Add the following to standard spec 107.1:*

During excavation and dewatering activities, expect to encounter sediment contaminated with PAHs. 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 sediment excavated.

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

Directly load and haul sediment designated by the environmental consultant for offsite disposal to the WDNR-licensed landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of PAH-contaminated sediments or residues. Before transport, sufficiently dewater sediment designated for off-site disposal so as not to contain free liquids.

Water generated from dewatering activities may contain PAHs. Such water may be discharged to the storm sewer or surface water with WDNR approval under a Wisconsin Pollution Discharge Elimination System (WPDES) General Permit, or to the sanitary sewer with approval from the Village of Plover. Such water may also be discharged at the Village of Plover wastewater treatment plant with village approval. Contractor shall be responsible for obtaining necessary approvals for dewatering.

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

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

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

Costs associated with dewatering contaminated soil are considered incidental to this pay item. Cost associated with excavation for this item is paid for as part of Marsh Excavation, Common Excavation or Excavation for Structures.

#### **D Measurement**

The department will measure Hauling and Disposal of PAH Contaminated Sediment in tons of contaminated sediment, accepted by the WDNR-licensed landfill facility as documented by weight tickets generated by the landfill facility.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.02	Hauling and Disposal of PAH Contaminated Sediment	TON

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

The department will pay separately for excavation under pertinent bid items.

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

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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.

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that \_\_\_\_\_ (*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).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that \_\_\_\_\_ (*number*) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## **II. 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).

NOTE: *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.*

## **III. 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**

#### **Authority**

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

#### **Requirements**

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) At time of bid, ALL prime contractors must submit Form DT1506 (Commitment to Subcontract to DBE), and quotes from all DBEs included on the Commitment. Signed Attachments A from DBEs included on the Commitment must be submitted to the DBE Alert email box within 24-hours of the bid closing. If the assigned DBE contract goal is not met, Form DT1202 (Documentation of Good Faith Effort) is due at time of bid. Supplemental DT1202 documentation is due within 24-hours of bid closing submitted to the DBE Alert email box. Any change to DBE commitments thereafter must follow Modification of DBE Subcontracting Commitment (Section 9).
- (2) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid Shopping is prohibited.
- (3) The contractor must utilize the specific DBE firms listed on the approved Form, DT1506, to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DT1506 that is not performed or supplied by the listed DBE without WisDOT's written consent.

#### **Description**

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's Standard Specifications and Construction Materials Manual. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT 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 contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.
- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
  - § Produce accurate and complete quotes
  - § Understand highway plans applicable to their work
  - § Understand specifications and contract requirements applicable to their work
  - § Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

## 1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise- for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of Form DT1506, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **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.

- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **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.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

## 2. WisDOT DBE Program Compliance

### a. Documentation Submittal

**The Commitment to Subcontract to DBE (Form DT1506) and quotes from all DBEs included on the Commitment will be submitted at bid by ALL prime contractors. If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) is due at time of bid. Supplemental DT1202 documentation and signed Attachments A from DBEs included on Form DT1506 are due within 24-hours of bid closing, submitted to the DBE Alert email box.**

Naming conventions: When emailing files, use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, GFE" and "Project #, Proposal #, Let date, Business Name, Attachment A" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the Form DT1506, Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

### b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

#### (1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate Form DT1506 and Attachments A to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for award with respect to the DBE commitment.

#### (2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on Form DT1506 that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) at the time of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
  - 1. *Approve* the request (adequate documentation of GFE has been submitted)- no conditions placed on the contract with respect to the DBE commitment;

2. *Deny* the request (inadequate documentation of GFE has been submitted)- the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.
- c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted to the DBE Office by email at: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov). Email naming convention: "Project #, Proposal #, Let date, Business Name, GFE"

### 3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

*Appendix A* of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. 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.

a. Solicitation guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, 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. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.

- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, 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 B.* 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 firms 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 quotes are being sought to [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
  - ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
    - a. Contractors must ask DBE firms for a response in their solicitations. *See Sample Contractor Solicitation Letter, Appendix B.* This letter may be included as an attachment to the sub-quote request.
    - b. Solicit quotes at least 10 calendar days prior to the letting date 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. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the 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 record of subcontractor outreach effort
- b. Guidance for Evaluating DBE quotes
- (1) Quote evaluation practices required to evaluate DBE quotes:
    - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
  - (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
    - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is 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 indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
      - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
      - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes



are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear 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.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

- c. Requesting Good Faith Effort Evaluation: At the time of bid- if the DBE goal is not met in full, the prime contractor must request alternative Good Faith Effort Evaluation using form DT1202- Documentation of Good Faith Effort. Supplementary documentation of good faith effort that supports the DT1202 submission is due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:
- (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
  - (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
  - (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
  - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
  - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
  - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
  - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Naming conventions: When emailing files, use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, GFE" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Form DT1506. No contractor, prime or subsequent tier, shall be



paid for completing work assigned to a DBE subcontractor on an approved DT1506 unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE commitment, **they will not be paid for the work**. Any changes to DBE commitment after the approval of Form DT1506 must be reviewed and approved by the DBE Office prior to the change (see Section 9).

#### **4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process**

A bidder can appeal the Department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

#### **5. Determining DBE Eligibility**

##### **Directory of DBE firms**

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

#### **6. Counting DBE Participation**

##### **Assessing DBE Work**

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 UCP agencies. 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:

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.

- b. The Department counts fees and commissions the DBE subcontractor charges for providing 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 program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE 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.
- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it 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.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission-  
"Project #, Proposal #, Let date, Business Name, Attachment A"      Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

\*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

## 7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCI website at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

See Section 8 for Broker credit.

## 8. 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 firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer,

supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm 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, **100%** percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

- (1) Supplies purchased in bulk from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) When DBE suppliers are contracted, additional documentation must accompany form DT1506 and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with 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 per b.(1) above.
  - i. The bidder should respond to the following questions and include with submission of form DT1506:
    - a. What is the product or material?
    - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
    - c. Which contract line items were referenced to develop this quote?
    - d. What is the amount of material or product used on the project?

c. Brokers, Transaction Expeditors, 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 are 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, fees, or transportation charges for the delivery of materials or supplies required on a job site.

- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

## 9. DBE Commitment Modification Policy (Formerly “DBE Replacement Policy”)

### A. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DT1506 *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE commitment do not require advance notification of the DBE office. (see D below)

### Contractor Considerations

1. A prime contractor cannot modify the DBE commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved 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.
2. If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
3. The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal.
4. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
5. 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 must undertake efforts to maintain its commitment to the assigned DBE goal.
6. The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
  - (a) Before the Prime Contractor can request modification to the approved DT1506, the Prime Contractor must:
    - i. Make every effort to fulfill the DBE commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's 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 the Prime Contractor's intent to request to modify the commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
    - iii. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.

- iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, 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 engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- v. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

## **B. Request to Modify DBE Subcontracting Commitment**

The written request referenced above may be delivered by email or fax. The request must contain the following:

1. Project ID number
2. WisDOT Contract Project Engineer's name and contact information
3. DBE subcontractor name and work type and/or NAICS code
4. Contract's progress schedule
5. Reason(s) for requesting that the DBE subcontractor be replaced or terminated
6. Attach/include all communication with the DBE subcontractor to deploy/address/resolve work completion

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

*Good Causes to Replace a DBE subcontractor 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
- The prime has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required
- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract

## **C. Evaluation and Response to the Request**

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE subcontracting commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved Form DT1506 is the DBE Program Engineer who can be reached at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) or (608) 264-9528.

#### **D. DBE Utilization beyond the approved DBE Commitment (Form DT1506)**

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- a. Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DT1506 based on the email/discussion and the new Attachment A.
- b. When adding to an existing DBE commitment, submit a new Attachment A to the DBE Alert mailbox
- c. OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

#### **Special note on trucking**

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting

## **10. Commercially Useful Function**

- a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if 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 firm 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 work and 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 DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

## 12. Joint Venture

If a DBE performs as a participant in a joint venture, the Department will only count the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces, for DBE credit.

## 13. Mentor-Protégé

- a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit is 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 allowed on WisDOT projects.

## 14. 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 subcontractor, a prime contractor, and the regular dealer or 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 firm in cases where the DBE subcontractor and materials have been approved 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 firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm 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 Contractor 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 Form DT1506 or when the 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 approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm'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 Contractor 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 contractor's negotiated unit price.

## 15. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.



## Appendix A

### Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released 5 weeks prior to each Let)

- Determine DBE subcontractor's interest in quoting
- If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
- Assess their interest and experience in the road construction industry by asking questions such as:
  1. Have you competed for other WisDOT contracts? Ratio of competed/to wins
  2. Have you performed on any transportation industry contracts (locally or with other states)?
  3. What the largest contract you've completed?
  4. Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
  5. Does this project fit into your schedule? Are you working on any contracts now?
  6. Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
  7. What region do you work in? Home base?
  8. Which line items are you considering?
  9. Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
  10. Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

1. After reviewing their quote, note the following in your discussion:
  - Does the quote look complete? Irregular?
  - Are there errors in the quote? Are items very high or very low?
  - In general, does the quote look competitive?
2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
  - What line items would typically be in a competitive quote for a subcontractor of their specialty?
  - How many employees and what is their role/experience/expertise in your firm?
  - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
  - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
  - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
  - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
  - Discussion of bonding, insurance, and overall business risk considerations.

**APPENDIX B**  
**Sample Contractor Solicitation Letter Page 1**  
*This sample is provided as a guide not a requirement*

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**GFESAMPLE MEMORANDUM**

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**TO:** DBE FIRMS  
**FROM:** POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR  
**SUBJECT:** **REQUEST FOR DBE QUOTES**  
**LET DATE & TIME**  
**DATE:** MONTH DAY YEAR  
**CC:** DBE OFFICE ENGINEER

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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 <http://roadwaystandards.dot.wi.gov/hcci/>

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. ***Make sure 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 <http://roadwaystandards.dot.wi.gov/hcci/>  
All questions should be directed to:

Project Manager, John Doe, Phone:  
(000) 123-4567  
Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)  
Fax: (000) 123- 4657

**Sample Contractor Solicitation Letter Page 2**  
*This sample is provided as a guide not a requirement*  
 REQUEST FOR QUOTE

**Prime's Name:** \_\_\_\_\_  
**Letting Date:** \_\_\_\_\_  
**Project ID:** \_\_\_\_\_

**Please check all that apply**

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have someone contact me at this number

Prime Contractor 's Contact Person:

DBE Contractor Contact Person:



Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

Clearing and Grubbing	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

**We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.**

If there are further questions please direct them to the prime contractor's contact person at phone number.

## Appendix C

### 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 later completion.
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. **DBE firms can:**

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 [www.bidx.com](http://www.bidx.com) and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-458

## APPENDIX D

### Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

**GFE EVALUATION RUBRIC – PHASE 1**

	<b>Active &amp; Aggressive Category</b>	<b>Quality Category</b>	<b>Quantity Category</b>	<b>Scope &amp; Intensity Category</b>	<b>Timing Category</b>	<b>Business Develop't Efforts</b>	<b>Total=</b>
<b>Solicitation Documentation</b>							
<b>Selected Work Items Documentation</b>							
<b>Documentation of Project Information provided to Interested DBEs</b>							
<b>Documentation of Negotiation with Interested DBEs</b>							
<b>Documentation of Sound Reason for Rejecting DBEs</b>							
<b>Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials</b>							
<b>Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support</b>							
<b>Documentation of other GFE activities</b>							
<b>Overall Total=</b>							



## GFE EVALUATION RATING LEGEND – PHASE 1

**ACTIVE & AGGRESSIVE:** Demonstrated through engaged and assertive activity

**QUALITY:** Demonstrated through essential character of conscientious and serious activity

**QUANTITY:** Demonstrated through a measurable number of activities

**SCOPE & INTENSITY:** Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

**TIMING:** Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

**BUSINESS DEVELOPMENT INITIATIVES:** Demonstrated by efforts to support business growth and health of DBEs

### Rating Scale

- Each qualifying activity is worth 5 points per Category
- Documented efforts must receive 55 points or more to qualify for Phase 2 GFE evaluation
  - Pro Forma efforts= 0-50 points  
Perfunctory effort characterized by routine or superficial activities
  - Bona Fide= 55+ points  
Genuine effort characterized by sincere and earnest activities

## GFE EVALUATION – PHASE 2

### DBE Office completes:

- Review of quote comparisons submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 by apparent low bidder

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. 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 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. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

## **APPENDIX E**

### **Good Faith Effort Best Practices**

This list is not a set of requirements; it is a list of potential strategies

#### **Primes**

- Ø Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Ø Participate in speed networking and mosaic exercises as arranged by DBE office.
- Ø Host information sessions not directly associated with a bid letting.
- Ø Participate in a formal mentor protégé or joint venture with a DBE firm.
- Ø Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Ø Facilitate a small group DBE ‘training session’ clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications, and communication methods.
- Ø Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Ø Quality of communication, not quantity creates the best results. Contractors should be thorough in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

#### **DBE**

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list and bid tabs at a minimum.
- Ø Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation related projects of similar size and scope, firm expertise and staffing.
- Ø Participate in DBE office assessment programs.
- Ø Participate on advisory and mega-project committees.
- Ø Sign up to receive the DBE Contracting Update.
- Ø Consider membership in relevant industry or contractor organizations.
- Ø Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the Department are the only ways to get work.

## **APPENDIX F**

### **Good Faith Effort Evaluation Guidance**

#### *Appendix A of 49 CFR Part 26*

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient 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, you have the responsibility 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, based on the regulations and the guidance in this Appendix.

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. Determinations should not be made using quantitative formulas.

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. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should 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 (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

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 with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) 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 status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

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, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. 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 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. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

## APPENDIX G (SAMPLE) Forms DT1506 and DT1202

**COMMITMENT TO SUBCONTRACT TO DBE**

DT1506 6/2020 s.84.06(2) Wis. Stats.

Wisconsin Department of Transportation

Project(s):

Prime Contractor:

County:

Letting Date:

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted as described in ASP-3. Completion of the following information indicates your intent in the fulfillment of these contract requirements.

Total Value of Prime

Contract:

DBE Contract Goal %:

DBE Contract Goal \$:

\$

**Goal met**This form must be completed and returned for **THIS** contract. See reverse side for instructions.

A	V	NAME OF DBE SUBCONTRACTOR	TYPE OF WORK	SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
		SUBTOTAL DBE \$ VALUE	A (\$) \$ -	TOTAL %	#DIV/0!
			V (\$) \$ -	TOTAL %	#DIV/0!

A	V	NAME OF DBE SUPPLIER AND/OR MANUFACTURER (see #3 on Instructions)	TYPE OF MATERIAL	SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
		SUBTOTAL DBE \$ VALUE	A (\$) \$ -	TOTAL %	#DIV/0!
			V (\$) \$ -	TOTAL %	#DIV/0!

A	V	NAME OF DBE TRUCKING FIRM	MATERIAL HAULED	EST. # OF TON/C.Y.	EST. # OF TRUCKS REQ'D	\$ VALUE	Government Use Only Adjusted Amounts
					O= L=		
					O= L=		
					O= L=		
					O= L=		
					O= L=		
		SUBTOTAL DBE \$ VALUE	A (\$) \$ -	TOTAL %	#DIV/0!		
			V (\$) \$ -	TOTAL %	#DIV/0!		
		GRAND TOTAL DBE \$ VALUE	A (\$) \$ -	TOTAL %	#DIV/0!		
			V (\$) \$ -	TOTAL %	#DIV/0!		
			T = \$ -	TOTAL %	#DIV/0!		

I certify that arrangements have been made for the foregoing work with the listed DBE Contractors. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State (Trans 504) and Federal laws.

O = Owned Trucks Used on Project L = Leased Trucks Used on Project  A = Assigned (DBE Conscious) V = Voluntary (DBE Neutral)	Government Use Only Approved Amounts		<b>X</b>  (Authorized Agent)  Date  Preferred submission method: DBE_Alert@dot.wi.gov Or: Mail to: Wisconsin Department of Transportation DBE Programs Office, 5th Floor PO Box 7986 Madison, WI 53707-7986	
	A	\$		%
	V	\$		%
	Total	\$		%
	Signature: _____			
Date: _____				
DBE goal waiver granted: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/>				
<b>Proposal Number :</b> <span style="border: 1px solid black; padding: 2px 20px;"> </span>				

**Instructions For Completing Commitment To Subcontract To DBE Form:**

- 1 In accordance with the DBE Regulations (49 CFR part 26), WisDOT is tracking Assigned Goals for DBE's (DBE Conscious) and Voluntary Usage of DBE Firms (DBE Neutral). DBE participation reported on this form will be used to periodically adjust (DBE Conscious and DBE Neutral) components of WisDOT's overall annual DBE goal.
- 2 For each DBE firm listed on this form, place an "x" in the appropriate column to indicate whether it will be used to meet the Assigned Goal (A) and/or whether it is used on a Voluntary basis (V). Any achievement above assigned goals should be reported as a voluntary achievement. If you indicate that a firm will be used to meet both assigned and voluntary goals, indicate the dollar amount attributable to assigned goals and the amount attributable to the voluntary goal. Our objective is to capture all DBE achievement you generate. The following is an example:
  - a. The total contract amount is \$100,000 and the DBE goal is 10% or \$10,000 in DBE participation
  - b. If \$10,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column
  - c. If \$15,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column and ADBE Landscaping Co. would be listed on the next line for \$5,000 which would be Voluntary (DBE Neutral) and an "x" would be placed in the "V" column
- 3 The department will give full credit toward the DBE goal if the DBE is a manufacturer of their materials or supplies. The department will give 60 percent credit or brokerage fee set by industry's standard toward the DBE goal if the DBE is merely a supplier of these materials or supplies. Drop shipment by a supplier will earn a 10 percent DBE credit. It is the Prime Contractor's responsibility to use the Bidder's List or UCP Directory to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form. WisDOT will apply the appropriate credit when approving the form.
- 4 After completing the form, if it does not indicate that the DBE goal has been met or exceeded, please complete and supply the necessary documentation on the Documentation of Good Faith Effort form (DT1202)

**Instructions For Completing Attachment A Form:**

- 5 Section 26.53 (49 CFR part 26) requires written confirmation of participation from each DBE firm to be used on the contract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, for each DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring contractor (if applicable) and the DBE Firm specified on the form.
- 6 DBE crediting for the trucking industry is achieved in the following manner:
  - a. A minimum of one truck owned by the DBE must be used on the contract.
  - b. Full DBE credit is given for owned trucks and trucks leased from another DBE.
  - c. Trucks leased from non-DBE firms will be given DBE credit of 10% of the subcontract value.
  - d. All trucks used for credit must be listed and approved on the DBE firm's Schedule of Owned/Leased Vehicles for DBE Credit and/or a WisDOT approved trucking utilization plan.

It is the Prime Contractor's and the DBE firm's responsibility to ensure that utilization of trucks and the DBE credit earned is in accordance with the above and will yield the subcontract dollar value listed on the Commitment to Subcontract to DBE form.

Please submit documents to: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

Identify Project#, Proposal#, Let date, Business Name, DT1506 and/or Attachment A in the **email subject line**.

If you have questions about filling out these forms, please contact the Civil Rights and Compliance Office at (608) 266-0503.

COMMITMENT TO SUBCONTRACT TO DBE			
ATTACHMENT A			
<b>CONFIRMATION OF PARTICIPATION</b>			
Project I.D.:		Proposal Number:	
Letting Date:		Total \$ Value of Prime Contract:	
Name of DBE Firm Participating in this Contract:			
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>			
Type of Work or Type of Material Supplied:			
Total Subcontract Value:			
<b>FOR PRIME CONTRACTORS ONLY:</b> I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.		Prime Contractor Representative's Signature	
		Prime Contractor Representative's Name (Print Name)	
		Prime Contractor (Print Company Name)	
<b>FOR PARTICIPATING DBE FIRMS ONLY:</b> I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.		Participating DBE Firm Representative's Signature	
		Participating DBE Firm Representative's Name (Print Name)	
		Participating DBE Firm (Print Company Name)	
<b>FOR DBE TRUCKING FIRMS ONLY:</b> I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks and material hauled as listed below.		Date	
# Owned Trucks	# Leased Trucks	# Estimated Tons/C.Y.	Material(s) Hauled

Official Form DT1506 can be found here: [www.wisconsin.gov/DBEcontracting](http://www.wisconsin.gov/DBEcontracting)





# DOCUMENTATION OF GOOD FAITH EFFORT

Wisconsin Department of Transportation  
DT1202.....3/2020



Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****	County *****	
Person Submitting Document *****	Telephone Number *****	
Address *****	Email Address *****	

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

**Instructions:** Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

## 1. Solicitation Documentation:

- a. **Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.
- b. **Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

## 2. Selected Work Items Documentation:

- a. **Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.
- b. **Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

## 3. Documentation of Project Information provided to Interested DBEs:

- a. **Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b. **Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

**4. → Documentation of Negotiation with Interested DBEs:**

**a. → Purpose:** To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

**b. → Action:** Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken 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 failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

**5. → Documentation of Sound Reason for Rejecting DBEs:**

**a. → Purpose:** To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

**b. → Action:** Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

**6. → Documentation of Assistance to Interested DBEs--Bonding, Credit, Insurance, Equipment, Supplies/Materials:**

**a. → Purpose:** To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

**b. → Action:** Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

**7. → Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:**

**a. → Purpose:** To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

**b. → Action:** Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:  
 Wisconsin Department of Transportation  
 DBE Program Office  
 PO Box 7965  
 Madison, WI 53707-7965  
 DBE\_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)
		(Print Name)
		(Title)

### Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

#### SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote

#### SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

#### INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

#### NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

#### ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

#### OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: [www.wisconsin.gov/DBEcontracting](http://www.wisconsin.gov/DBEcontracting)

**ADDITIONAL SPECIAL PROVISION 4**

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.

**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 is not allowed to withhold 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.

**Additional Special Provision 6****ASP 6 - Modifications to the standard specifications**

Make the following revisions to the standard specifications:

**102.1 Prequalifying Bidders**

Replace paragraph two with the following effective with the October 2020 letting:

- (2) Furnish a dated prequalification statement on the department's form at least 10 business days before the time set for the letting to close.

**102.6 Preparing the Proposal**

Replace the entire text with the following effective with the October 2020 letting:

**102.6.1 General**

- (1) Submit completed proposals on the department's bidding proposal described in 102.2. Submit legible information only. Write everything in ink, by typewriter, or by computer-controlled printer. Provide all dollar amounts in dollars and cents, in numerals. Attach all addenda to the submitted proposal.
- (2) Properly execute the proposal. Place the required signatures, in ink, in the space provided on the bidding proposal as indicated below:

ENTITY SUBMITTING PROPOSALREQUIRED SIGNATURE

**Individual** The individual or a duly authorized agent.

**Partnership** A partner or a duly authorized agent.

**Joint venture** A member or a duly authorized agent of at least one of the joint venture firms.

**Corporation** An authorized officer or duly authorized agent of the corporation. Also show the name of the state chartering that corporation and affix the corporate seal.

**Limited liability company** A manager, a member, or a duly authorized agent.

- (3) Instead of using the schedule of items provided on the department's bidding proposal, the bidder may submit a substitute schedule with the proposal. Use a format for the substitute schedule conforming to the department's guidelines for approval of a bidder-generated schedule of items. Obtain the department's written approval before using a substitute schedule.
- (4) Provide a unit price for each bid item listed in the schedule of items. Calculate and show, in the bid amount column, the products of the respective unit prices and quantities. For a lump sum bid item, show the same price in the unit price column and in the bid amount column pertaining to that bid item. Show the total bid obtained by adding the values entered in the bid amount column for the listed bid items.
- (5) If a unit price or lump sum bid already entered in the proposal needs to be altered, cross out the entered unit price or lump sum bid with ink or typewriter and enter the new price above or below and initial it in ink.
- (6) A change that the bidder makes in the proposal is not an alteration if the bidder makes that change as directed in a specific instruction contained in an addendum.

**102.6.2 Disadvantaged Business Enterprise (DBE) Commitment**

- (1) Before the letting is closed, submit the following documentation for proposals with a DBE goal:
1. Commitment to subcontract to DBE on department form DT1506.
  2. Attachment A for each subcontractor listed on the DT1506.
  3. If the DBE goal is not attained, certificate of good faith efforts on department form DT1202.
- (2) Within 24 hours after the letting is closed, email all supplemental documentation for the DT1202 verifying efforts made to attain the DBE goal to DBE\_Alert@dot.wi.gov.

**102.7.3 Department Will Reject**

Replace paragraph one with the following effective with the January 2021 letting:

- (1) Proposals are irregular and the department will reject and will not post them if the bidder:
  1. Does not furnish the required proposal guaranty in the proper form and amount as specified in 102.8.
  2. Does not submit a unit price for each bid item listed, except for lump sum bid items where the bidder may show the price in the bid amount column for that bid item.
  3. Includes conditions or qualifications not provided for in the department-supplied bidding proposal.
  4. Submits a bid on a bidding proposal issued to a different bidder without obtaining departmental authorization to do so.
  5. Submits a bid that contains unauthorized revisions in the name of the party to whom the bidding proposal was issued.
  6. Submits a schedule of items with illegibly printed bid item numbers, descriptions, or unit prices.
  7. Submits a schedule of items for the wrong contract.
  8. Submits a bidder-generated schedule of items with an incorrect bid item number and incorrect description for a single bid item.
  9. Omits a bid item or bid items on a bidder-generated schedule of items.
  10. Submits a materially unbalanced bid.
  11. Does not sign the proposal.
  12. Does not submit the DBE forms and required supplemental documentation of the good faith efforts as specified in 102.6.2.

**102.12 Public Opening of Proposals**

Replace paragraph one with the following effective with the October 2020 letting:

- (1) The letting will close at the time and place indicated in the notice to contractors. The department will publicly open and post the total bid for each proposal on the Bid Express web site beginning at noon on the day after the letting is closed except as specified in 102.7.3 and 102.8. If a proposal has no total bid shown, the department will not post the bid. After verification for accuracy under 103.1, the department will post bid totals on the HCCI web site.

<https://wisconsin.gov/Pages/doing-business/contractors/hcci/bid-let.aspx>

**103.1 Consideration of Proposals**

Replace paragraph one with the following effective with the October 2020 letting:

- (1) Following the public opening of the proposals received, the department will compare them based on the summation of the products of the quantities of work listed and the contract unit prices offered. In case of discrepancies, errors, or omissions, the department will make corrections as specified in 102.7.1. In awarding contracts, the department, in addition to considering the amounts stated in the proposals, may consider one or more of the following:
  1. The responsibility of the various bidders as determined from a study of the data required under 102.1.
  2. The responsiveness of the bid as determined under 102.6.
  3. Information from other investigations that the department may make.

**107.17.1 General**

Replace paragraph four with the following effective with the November 2020 letting:

- (4) Comply with the railroad's rules and regulations regarding operations on or near the railroad right-of-way as follows:
  - When working on the railroad right-of-way.
  - When working within 25 feet of the track centerline or adjacent facilities, including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities.

If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and pay the railroad directly. Notify the railroad's representative, specified in the project special provisions, in writing at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

**109.6.3.3 Retainage**

*Delete paragraph two effective with the December 2020 letting:*

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**450.2.1 Acronyms and Definitions**

*Add the following definitions to 450.2.1(2) effective with the November 2020 letting:*

<b>Butt Joint</b>	A transverse joint between existing and newly paved surfaces, formed by milling or sawing a vertical notch into the existing surface and then paving against the notch.
<b>Echelon Paving</b>	Paving two or more adjacent lanes with adjacent pavers offset from each other by 200 feet or less.
<b>Notched Wedge Joint</b>	A longitudinal joint consisting of a wedge placed at the edge of the initially paved lane with an overlapping wedge placed on the subsequent lane.
<b>Tandem Paving</b>	Paving two or more adjacent lanes with adjacent pavers offset from each other by more than 200 feet.
<b>Vertical Joint</b>	A longitudinal joint between 2 paved lanes with a vertical or nearly vertical interface between the adjacent mats.

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**450.3.2.8 Jointing**

*Replace paragraph two with the following with the November 2020 letting:*

- (2) Where placing against existing HMA pavement, saw or mill the existing mat to form a full-depth joint.

*Replace paragraphs five and six with the following effective with the November 2020 letting:*

- (5) At the prepave meeting, submit documentation to the engineer that includes the brand name and model of each extruding and compacting device proposed for notched wedge joint construction. Alternatively, submit pictures of fabricated wedging and compacting devices. Do not use devices before engineer approval.
- (6) For notched wedge joints, construct and shape the wedge for each layer using the engineer-approved extruding device and compacting device that will provide a uniform slope and will not restrict the main screed. Compact the wedge with a weighted roller wheel or vibratory plate compactor the same width as the wedge. Clean and apply tack coat to the wedge surface and both notches before placing the adjacent lane.
- (7) For butt and vertical joints, clean and apply tack coat to promote bonding and seal the joint.
- (8) If paving in echelon, the contractor may use a vertical or notched wedge joint. Joints paved in echelon need not be tack coated.



**460.2.2.3 Aggregate Gradation Master Range**

*Replace table 460-1 with the following effective with the November 2020 letting:*

**TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS**

SIEVE	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm)	No. 2 (25.0 mm)	No. 3 (19.0 mm)	No. 4 (12.5 mm)	No. 5 (9.5 mm)	No. 6 (4.75 mm)	SMA No. 4 (12.5 mm)	SMA No. 5 (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]</sup> 14.5 for LT and MT mixes.

<sup>[2]</sup> 15.5 for LT and MT mixes.

**522.2 Materials**

*Replace paragraph three with the following effective with the January 2021 letting:*

- (3) Manufacture precast reinforced concrete pipe, cattle pass, and apron endwalls in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO standard materials requirements except as follows:
- The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 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 percent of the total cementitious content by weight.

**532.2.1 General**

*Replace paragraph one with the following effective with the November 2020 letting:*

- (1) Furnish structural steel conforming to ASTM as follows:
- <= 1/2 inch thick structural tube and pipe ..... ASTM A500 grade C
  - > 1/2 inch thick structural tube and pipe ..... API 5L PSL 2 grade 46 or ASTM 1085
  - Tapered vertical supports ..... ASTM A595 grade A or ASTM A572 grade 55
  - Multi-sided or greater than 26-inch diameter round tapered poles ..... ASTM A572 grade 65
  - Structural angles and plates ..... ASTM A709 grade 36

**532.3.8 Acceptance and Inspection**

*Add the following new subsection effective with the November 2020 letting:*

**532.3.8 Acceptance and Inspection**

- (1) Demonstrate to the engineer that electrical and mechanical systems for each high mast tower installation are fully operational. The department will not accept an installation until the engineer is satisfied that it functions properly.
- (2) Inspect completed "S" or "L" designated structures before opening to public traffic conforming to the BOS structure inspection manual part 4 for sign, signal, and high mast towers available at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/strct/inspection-manual.aspx>

Ensure that a department-certified active team leader for sign/signal inspections, listed on the department's highway structures information system (HSIS) website, performs inspections. Conform to the following:

- Notify the engineer at least 5 business days before inspection.
- Ensure that the team leader performing inspections submits the signed inspection reports and provides punch list items as maintenance items in the inspection report to the engineer within one business day after completing each inspection. Submit that signed final inspection report to the engineer and HSIS at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/strct/hsi.aspx>

- Notify the engineer and region ancillary structure project manager upon completion of the punch list items.

**550.2.1 Steel Piles and Pile Shells**

*Replace paragraph three with the following effective with the November 2020 letting:*

- (3) For steel pipe sections and steel pile shells for cast-in-place concrete piles, use ASTM A252 grade 3 steel.

**608.2.1 Pipe**

*Replace paragraph three with the following effective with the January 2021 letting:*

- (3) Manufacture precast reinforced concrete pipe for storm sewer in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO materials requirements for the class of precast concrete pipe specified except as follows:
  - The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 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 percent of the total cementitious content by weight.

**611.2 Materials**

*Replace paragraph three with the following effective with the January 2021 letting:*

- (3) For precast structures conform to AASHTO M199 for circular structures and ASTM C913 for square and rectangular structures. Manufacture in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO materials requirements for the structure specified except as follows:
  - Use concrete with 4700 pounds or more cementitious material per cubic yard.
  - The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 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 percent of the total cementitious content by weight.
  - For wet cast use air-entrained concrete with 7.0 percent +/- 1.5 percent air content.

**614.3.2.1 Installing Posts**

Replace paragraphs four and five with the following effective with the December 2020 letting:

- (4) For bid items 614.0220, 0230, and 2500; do not trim posts before installation and mark one face of each post as follows:

- Draw an embedment depth line.
- Above the embedment line, write the post length.
- Posts 3 through 8 of bid item 614.0220 do not require marking.

Install posts with the markings on the roadway side. Ensure the markings remain on the posts until guardrail final acceptance.

- (5) Ensure that posts are at least the minimum length and minimum embedment the plans show before cutting post tops to the finished elevation. After installation, the engineer may direct the contractor to remove and re-install up to 5% of the posts to verify they were placed to the required plan depth. If a post is embedded less than the required plan depth, the engineer may direct additional sampling. Re-install sampled posts at the locations and to the depths the plans show. Replace posts and other components that are damaged during sampling.
- (6) Provide offset block-mounted reflectors as the plans show.

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**650.3.7 Structure Layout Staking**

Replace the entire text with the following effective with the January 2021 letting:

- (1) Set construction stakes or marks on a line offset from the structure centerline or on a reference line, whichever is appropriate, for both roadway and substructure units. Establish the plan horizontal and vertical positions to the required accuracy. Also, set and maintain stakes and marks as necessary to support the method of operations. Locate stakes and marks to within 0.02 feet of the true horizontal position, and establish the grade elevation to within 0.01 feet of true vertical position.
- (2) For girder bridges, the department will compute deck grades with contractor-supplied girder elevation data.
- (3) For slab span bridges, the department will compute slab grades using contractor-supplied falsework settlement and deflection data at tenth points along slab edges, the crown, and reference line locations. Before releasing falsework, survey top-of-slab elevations at the centerline of the abutments and at the 5/10th point along slab edges, the crown, and reference line locations to verify the camber.

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**710.2 Small Quantities**

Replace paragraph one with the following effective with the November 2020 letting:

- (1) For contracts with only small quantities of material subject to testing, as defined under specific contract QMP provisions, modify the requirements of 710 as follows:
1. The contractor may submit an abbreviated quality control plan as allowed in 701.1.2.3.
  2. The engineer may accept aggregate based on documented previous testing and non-random start-up gradation testing as allowed in 710.5.6.1.

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**710.4 Concrete Mixes**

Replace paragraph two with the following effective with the January 2021 letting:

- (2) At least 3 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:
1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, and air content.
  2. For cementitious materials and admixtures: type, brand, and source.
  3. For aggregates: absorption, SSD bulk specific gravity, wear, soundness, freeze thaw test results if required, and air correction factor. Also include proposed combined gradation limits and target individual gradations, including P200 limits..

**710.5.6 Aggregate Testing**

*Replace the entire text with the following effective with the January 2021 letting:*

**710.5.6.1 General**

- (1) Test aggregate gradations during concrete production. The department will accept non-random start-up testing during concrete production for the following:
  - Small quantities, as defined in 715.1.1.2, of class I concrete placed under 715.
  - Less than 400 cubic yards of class II ancillary concrete placed under the contract.

**710.5.6.2 Gradation Testing During Concrete Production**

- (1) Test aggregate gradation during concrete production batching either at a central mix batch plant or at a ready mix plant. The contractor's concrete production QC tests can be used for the same mix design on multiple contracts.
- (2) Conform to combined gradation limits either calculated using department form WS3012 or custom limits approved as a part of the contractor's quality control plan. For class II concrete, also conform to the additional combined gradation requirements specified for class I concrete in 715.2.2.
- (3) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
- (4) Contractor QC testing frequency is based on the cumulative plant production for each mix design across multiple WisDOT contracts.

**TABLE 710-1 PLANT PRODUCTION QC GRADATION TESTING FREQUENCY**

Daily Plant Production Rate for WisDOT Work	Minimum QC Frequency per Stockpile
250 cubic yards or less	one test per cumulative total of 250 cubic yards
more than 250 through 1000 cubic yards	one test per day
more than 1000 cubic yards	two tests per day

- (5) Department QV testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.

**TABLE 710-2 CONTRACT PLACEMENT QV GRADATION TESTING FREQUENCY**

Anticipated Daily Placement Rate Each WisDOT Contract	Minimum QV Frequency per Stockpile
less than or equal to 1000 cubic yards	one test per 5 days of placement
more than 1000 cubic yards	two tests per 5 days of placement

**715.2.2 Combined Aggregate Gradation**

*Replace the entire text with the following effective with the January 2021 letting:*

- (1) Ensure that the combined aggregate gradation conforms to the following, expressed as weight percentages of the total aggregate:
  1. One hundred percent passes the 2-inch sieve.
  2. For mixes containing size No. 2 stone, the percent passing the 1-inch sieve is less than or equal to 89. The engineer may waive this requirement if the clear spacing between reinforcing bars is less than 2 inches.
  3. The percent passing the No. 4 sieve is less than or equal to 42, except if the coarse aggregate is completely composed of crushed stone, up to 47 percent may pass the No. 4 sieve. For pavement, coarse aggregate may be completely composed of crushed concrete, in which case up to 47 percent may pass the No. 4 sieve.
  4. The percent passing the No. 200 sieve is less than or equal to 2.3 percent.

**716.2.1 Class II Concrete**

*Replace paragraphs four through six with the following effective with the November 2020 letting:*

- (4) Provide concrete with a 28-day compressive strength that equals or exceeds the following:
  - If the contract specifies  $f'_c$ , then  $f'_c$ .
  - If the contract does not specify  $f'_c$ , then 3000 psi.

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ERRATA

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**101.3 Definitions**

Adopt AASHTO change order definition.

**Change order** A written order to the contractor detailing changes to the specified work quantities or modifications within the scope of the original contract..

Delete existing contract change order, contract modification, and contract revision definitions.

**460.2.7(1) HMA Mixture Design**

Correct table 460-2 errata by eliminating plasticity index requirements for LT, MT, and HT mixes.

**TABLE 460-2 MIXTURE REQUIREMENTS**

Mixture type	LT	MT	HT	SMA
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	35
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103 as modified in CMM 860.2.7) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821 as modified in CMM 860.7.2) (one face/2 face, % by count)	65/___	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40 <sup>[1]</sup>	43 <sup>[1]</sup>	45	45
Sand Equivalency (AASHTO T176, min)	40	40 <sup>[2]</sup>	45	50
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	<= 1%	<= 1%	<= 1%	<= 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (AASHTO T89/90)				<= 4
Gyratory Compaction				
Gyrations for Nini	6	7	8	7
Gyrations for Ndes	40	75	100	65
Gyrations for Nmax	60	115	160	100
Air Voids, %Va (%Gmm Ndes)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.5 (95.5)
% Gmm Nini	<= 91.5 <sup>[3]</sup>	<= 89.0 <sup>[3]</sup>	<= 89.0	___
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	<= 98.0
Dust to Binder Ratio <sup>[4]</sup> (% passing 0.075/Pbe)	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[6]</sup> <sup>[8]</sup>	65 - 75 <sup>[6]</sup> <sup>[7]</sup> <sup>[9]</sup>	65 - 75 <sup>[6]</sup> <sup>[7]</sup> <sup>[9]</sup>	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) <sup>[10]</sup> <sup>[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>[6]</sup> For No. 6 (4.75mm) nominal maximum size mixes, the specified VFB is 67 - 79 percent for LT mixes and 66 - 77 percent for MT and HT mixes.

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

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

<sup>[9]</sup> For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[10]</sup> WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

<sup>[11]</sup> Run TSR at asphalt content corresponding to 3.0% air void regressed design, or 4.5% air void design for SMA, using distilled water for testing.

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**513.2.1(2) General**

Correct errata by changing the CMM reference from 875.2 to 875.4.

- (2) Conform to the department's certification method of acceptance, as defined in CMM 875.4, for railing and railing components. Furnish a certificate of compliance for miscellaneous hardware.
- 

**531.1(1) Description**

Correct errata by adding structural steel sign supports constructed under 635.

- (1) This section describes constructing drilled shaft foundations for the following:
- Overhead sign structures constructed under 532.
  - High mast light towers constructed under 532.
  - Structural steel sign supports constructed under 635.
  - Camera poles constructed under 677.
- 

**635.3.1(1) Structural Steel Sign Supports**

Correct errata by adding "type NS" concrete footings.

- (1) Locate and erect the supports as specified for placement and orientation in 637.3.3.2. Construct Type NS concrete footings conforming to 531.
- 

**654.5(2) Payment**

Correct errata by changing excavating to drilling.

- (2) Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor templates, rods, nuts, and washers; for bar steel reinforcement; and for drilling and backfilling.
-

### 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 [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov) within 5 days of payment receipt to be logged manually.

\*\*\*Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-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 [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority 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 [Form FHWA-1391](#). 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 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, 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 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 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:

(1) 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 (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **Non-discrimination Provisions**

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the 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:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<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 November 2020 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 DT4567, 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 DT4567 is available at:

<https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

## 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](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 12/25/2020

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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/28/2020
3	03/06/2020
4	06/05/2020
5	06/12/2020
6	06/19/2020
7	07/17/2020
8	08/28/2020



9	09/11/2020
10	09/18/2020
11	10/02/2020
12	12/25/2020

BRWI0001-002 06/03/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.80	24.28

\* BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

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 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2019

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.43	25.10

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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

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BRWI0007-002 06/03/2019

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.57	24.22

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BRWI0008-002 06/01/2019

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.93	24.22

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\* BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

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\* BRWI0019-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22

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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, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00
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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

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CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

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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

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ELEC0014-002 06/14/2020

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, TREMPLEAU, VERNON, AND WASHBURN  
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.98	20.98

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ELEC0014-007 07/05/2020

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 27.75	15.14

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

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ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

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ELEC0158-002 06/01/2020

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.77	29.75%+10.26

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ELEC0159-003 08/02/2020

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
ELECTRICIAN.....	\$ 41.86	22.67

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ELEC0219-004 06/01/2019

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

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73
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ELEC0242-005 05/31/2020		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.77	28.11
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ELEC0388-002 06/01/2020		

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:.....	\$ 34.85	26%+11.20
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ELEC0430-002 06/01/2020		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.86	22.66
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ELEC0494-005 06/01/2020		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.84	25.54

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ELEC0494-006 06/01/2020

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.32	22.51

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ELEC0494-013 06/07/2020

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 21.46	18.52
Technician.....	\$ 31.34	20.00

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, 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 06/01/2020

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:.....	\$ 34.23	29.50%+10.00

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ELEC0890-003 06/01/2020

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,  
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.41	25.95%+11.11

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ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

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ENGI0139-005 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.62	23.80
Group 2.....	\$ 41.12	23.80
Group 3.....	\$ 40.62	23.80
Group 4.....	\$ 40.36	23.80
Group 5.....	\$ 40.07	23.80
Group 6.....	\$ 34.17	23.80

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; bituminous 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 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 37.31	27.62

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

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IRON0008-003 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 39.11	27.87

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

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IRON0383-001 06/01/2020

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.....	\$ 37.10	27.06

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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 TREMPLEAU  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

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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

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LAB00113-002 06/01/2020

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.05	22.26
Group 2.....	\$ 30.20	22.26
Group 3.....	\$ 30.40	22.26
Group 4.....	\$ 30.55	22.26
Group 5.....	\$ 30.70	22.26
Group 6.....	\$ 26.54	22.26

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 Sawyer 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 06/01/2020

#### OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.30	22.26
Group 2.....	\$ 29.40	22.26
Group 3.....	\$ 29.45	22.26
Group 4.....	\$ 29.65	22.26
Group 5.....	\$ 29.50	22.26
Group 6.....	\$ 26.39	22.26

#### 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 Sawyer 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 06/01/2020

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.11	22.26
Group 2.....	\$ 29.26	22.26
Group 3.....	\$ 29.46	22.26
Group 4.....	\$ 29.43	22.26
Group 5.....	\$ 29.76	22.26
Group 6.....	\$ 26.25	22.26

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 Sawyer 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 06/01/2020

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, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,  
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

#### 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; 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 Sawyer 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; Traffic Control

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 LAB00464-003 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

#### 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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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PAIN0108-002 06/01/2019

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.08	20.36

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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

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

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PAIN0781-002 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.30	23.86
Brush.....	\$ 32.95	23.86
Spray & Sandblast.....	\$ 33.70	23.86

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PAIN0802-002 06/01/2019

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

	Rates	Fringes
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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

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PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

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PAIN1011-002 06/02/2019

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 25.76	13.33

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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, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 31.07	22.94
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 31.22	22.94
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WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://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.

=====

END OF GENERAL DECISION"

**August 2018**

## **NOTICE TO BIDDERS WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, 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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Federal ID(s): WISC 2021182, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	203.0100 Removing Small Pipe Culverts	2.000 EACH	_____.	_____.
0004	204.0100 Removing Concrete Pavement	890.000 SY	_____.	_____.
0006	204.0110 Removing Asphaltic Surface	45.000 SY	_____.	_____.
0008	204.0150 Removing Curb & Gutter	7,720.000 LF	_____.	_____.
0010	204.0155 Removing Concrete Sidewalk	1,850.000 SY	_____.	_____.
0012	204.0165 Removing Guardrail	930.000 LF	_____.	_____.
0014	204.0170 Removing Fence	677.000 LF	_____.	_____.
0016	204.0210 Removing Manholes	10.000 EACH	_____.	_____.
0018	204.0220 Removing Inlets	24.000 EACH	_____.	_____.
0020	204.0225 Removing Septic Tanks	1.000 EACH	_____.	_____.
0022	204.0245 Removing Storm Sewer (size) 01. 12-Inch	596.000 LF	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 02. 18-Inch	199.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 03. 24-Inch	1,643.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 04. 36-Inch	321.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 05. 42-Inch	119.000 LF	_____.	_____.





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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 06. 6-Inch	38.000 LF	_____.	_____.
0034	204.9060.S Removing (item description) 01. Water Level Staff Gauges	1.000 EACH	_____.	_____.
0036	204.9060.S Removing (item description) 02. Removing Watermain Valve Box and Valve	12.000 EACH	_____.	_____.
0038	204.9060.S Removing (item description) 03. Removing Hydrants	8.000 EACH	_____.	_____.
0040	204.9090.S Removing (item description) 01. Removing Watermain	612.000 LF	_____.	_____.
0042	204.9105.S Removing (item description) 01. Primary Spillway Structure	LS	LUMP SUM	_____.
0044	204.9105.S Removing (item description) 02. Sluice Gate Struture (Lake Drain)	LS	LUMP SUM	_____.
0046	205.0100 Excavation Common	40,538.000 CY	_____.	_____.
0048	205.0400 Excavation Marsh	3,000.000 CY	_____.	_____.
0050	206.2000 Excavation for Structures Culverts (structure) 01. C-49-24	LS	LUMP SUM	_____.
0052	206.5000 Cofferdams (structure) 01. Lake Drain	LS	LUMP SUM	_____.
0054	206.5000 Cofferdams (structure) 02. Primary Spillway	LS	LUMP SUM	_____.
0056	209.2100 Backfill Granular Grade 2	2,730.000 CY	_____.	_____.
0058	213.0100 Finishing Roadway (project) 01. 6414-00-79	1.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	305.0110 Base Aggregate Dense 3/4-Inch	263.000 TON	_____.	_____.
0062	305.0120 Base Aggregate Dense 1 1/4-Inch	20,919.000 TON	_____.	_____.
0064	310.0110 Base Aggregate Open-Graded	200.000 TON	_____.	_____.
0066	313.0115 Pit Run	2,360.000 CY	_____.	_____.
0068	405.1000 Stamping Colored Concrete	743.000 CY	_____.	_____.
0070	415.0090 Concrete Pavement 9-Inch	25,764.000 SY	_____.	_____.
0072	415.0210 Concrete Pavement Gaps	10.000 EACH	_____.	_____.
0074	415.4100 Concrete Pavement Joint Filling	30,010.000 SY	_____.	_____.
0076	415.5110.S Concrete Pavement Joint Layout	1.000 LS	_____.	_____.
0078	416.0160 Concrete Driveway 6-Inch	935.000 SY	_____.	_____.
0080	416.0260 Concrete Driveway HES 6-Inch	915.000 SY	_____.	_____.
0082	416.0610 Drilled Tie Bars	175.000 EACH	_____.	_____.
0084	416.0620 Drilled Dowel Bars	120.000 EACH	_____.	_____.
0086	450.4000 HMA Cold Weather Paving	200.000 TON	_____.	_____.
0088	455.0605 Tack Coat	176.000 GAL	_____.	_____.
0090	460.2000 Incentive Density HMA Pavement	430.000 DOL	1.00000	430.00
0092	460.6224 HMA Pavement 4 MT 58-28 S	665.000 TON	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	465.0110 Asphaltic Surface Patching	35.000 TON	_____.	_____.
0096	465.0120 Asphaltic Surface Driveways and Field Entrances	365.000 TON	_____.	_____.
0098	465.0125 Asphaltic Surface Temporary	1,566.000 TON	_____.	_____.
0100	465.0310 Asphaltic Curb	720.000 LF	_____.	_____.
0102	504.2000.S Precast Concrete Box Culvert (ft X ft) 01. 4 ft X 8 ft	128.000 LF	_____.	_____.
0104	511.1200 Temporary Shoring (structure) 01. C-49-24	300.000 SF	_____.	_____.
0106	511.1300 Temporary Shoring (location) 02. Lake Drain	480.000 SF	_____.	_____.
0108	516.0500 Rubberized Membrane Waterproofing	9.000 SY	_____.	_____.
0110	520.1024 Apron Endwalls for Culvert Pipe 24-Inch	2.000 EACH	_____.	_____.
0112	520.3424 Culvert Pipe Class III-A Non-metal 24-Inch	56.000 LF	_____.	_____.
0114	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	_____.	_____.
0116	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	3.000 EACH	_____.	_____.
0118	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	2.000 EACH	_____.	_____.
0120	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	1.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	2.000 EACH	_____.	_____.
0124	601.0409 Concrete Curb & Gutter 30-Inch Type A	6,330.000 LF	_____.	_____.
0126	601.0411 Concrete Curb & Gutter 30-Inch Type D	2,197.000 LF	_____.	_____.
0128	602.0405 Concrete Sidewalk 4-Inch	60,445.000 SF	_____.	_____.
0130	602.0415 Concrete Sidewalk 6-Inch	40,136.000 SF	_____.	_____.
0132	602.0505 Curb Ramp Detectable Warning Field Yellow	264.000 SF	_____.	_____.
0134	603.8000 Concrete Barrier Temporary Precast Delivered	1,424.000 LF	_____.	_____.
0136	603.8125 Concrete Barrier Temporary Precast Installed	1,484.000 LF	_____.	_____.
0138	606.0100 Riprap Light	25.000 CY	_____.	_____.
0140	606.0200 Riprap Medium	622.000 CY	_____.	_____.
0142	606.0300 Riprap Heavy	3.000 CY	_____.	_____.
0144	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	79.000 LF	_____.	_____.
0146	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,927.000 LF	_____.	_____.
0148	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	1,526.000 LF	_____.	_____.
0150	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	2,387.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	311.000 LF	_____.	_____.
0154	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	359.000 LF	_____.	_____.
0156	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	142.000 LF	_____.	_____.
0158	611.0530 Manhole Covers Type J	22.000 EACH	_____.	_____.
0160	611.0609 Inlet Covers Type B-A	1.000 EACH	_____.	_____.
0162	611.0624 Inlet Covers Type H	63.000 EACH	_____.	_____.
0164	611.0639 Inlet Covers Type H-S	27.000 EACH	_____.	_____.
0166	611.0642 Inlet Covers Type MS	2.000 EACH	_____.	_____.
0168	611.0651 Inlet Covers Type S	3.000 EACH	_____.	_____.
0170	611.2004 Manholes 4-FT Diameter	10.000 EACH	_____.	_____.
0172	611.2005 Manholes 5-FT Diameter	7.000 EACH	_____.	_____.
0174	611.2006 Manholes 6-FT Diameter	2.000 EACH	_____.	_____.
0176	611.2007 Manholes 7-FT Diameter	3.000 EACH	_____.	_____.
0178	611.3004 Inlets 4-FT Diameter	15.000 EACH	_____.	_____.
0180	611.3230 Inlets 2x3-FT	69.000 EACH	_____.	_____.
0182	611.3901 Inlets Median 1 Grate	2.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	611.8110 Adjusting Manhole Covers	6.000 EACH	_____.	_____.
0186	611.8120.S Cover Plates Temporary	28.000 EACH	_____.	_____.
0188	611.9710 Salvaged Inlet Covers	1.000 EACH	_____.	_____.
0190	611.9800.S Pipe Grates	3.000 EACH	_____.	_____.
0192	612.0902.S Insulation Board Polystyrene (inch) 01. 2-Inch	1,022.000 SY	_____.	_____.
0194	614.0360 Steel Plate Beam Guard Temporary	60.000 LF	_____.	_____.
0196	614.0920 Salvaged Rail	60.000 LF	_____.	_____.
0198	616.0206 Fence Chain Link 6-FT	796.000 LF	_____.	_____.
0200	616.0329 Gates Chain Link (width) 01. 4-FT	1.000 EACH	_____.	_____.
0202	616.0404 Fence Chain Link Salvaged 4-FT	28.000 LF	_____.	_____.
0204	618.0100 Maintenance And Repair of Haul Roads (project) 01. 6414-00-79	1.000 EACH	_____.	_____.
0206	619.1000 Mobilization	1.000 EACH	_____.	_____.
0208	620.0300 Concrete Median Sloped Nose	882.000 SF	_____.	_____.
0210	621.0100 Landmark Reference Monuments	3.000 EACH	_____.	_____.
0212	624.0100 Water	275.000 MGAL	_____.	_____.
0214	625.0100 Topsoil	15,578.000 SY	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0216	627.0200 Mulching	7,725.000 SY	_____.	_____.
0218	628.1504 Silt Fence	1,488.000 LF	_____.	_____.
0220	628.1520 Silt Fence Maintenance	1,488.000 LF	_____.	_____.
0222	628.1905 Mobilizations Erosion Control	11.000 EACH	_____.	_____.
0224	628.1910 Mobilizations Emergency Erosion Control	8.000 EACH	_____.	_____.
0226	628.2006 Erosion Mat Urban Class I Type A	8,486.000 SY	_____.	_____.
0228	628.7005 Inlet Protection Type A	98.000 EACH	_____.	_____.
0230	628.7010 Inlet Protection Type B	3.000 EACH	_____.	_____.
0232	628.7015 Inlet Protection Type C	77.000 EACH	_____.	_____.
0234	628.7020 Inlet Protection Type D	21.000 EACH	_____.	_____.
0236	628.7504 Temporary Ditch Checks	85.000 LF	_____.	_____.
0238	628.7570 Rock Bags	40.000 EACH	_____.	_____.
0240	629.0210 Fertilizer Type B	0.500 CWT	_____.	_____.
0242	630.0140 Seeding Mixture No. 40	431.000 LB	_____.	_____.
0244	630.0200 Seeding Temporary	100.000 LB	_____.	_____.
0246	630.0500 Seed Water	332.000 MGAL	_____.	_____.
0248	634.0614 Posts Wood 4x6-Inch X 14-FT	22.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0250	634.0616 Posts Wood 4x6-Inch X 16-FT	4.000 EACH	_____.	_____.
0252	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	18.000 EACH	_____.	_____.
0254	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	2.000 EACH	_____.	_____.
0256	637.2210 Signs Type II Reflective H	180.080 SF	_____.	_____.
0258	637.2230 Signs Type II Reflective F	67.250 SF	_____.	_____.
0260	638.2102 Moving Signs Type II	1.000 EACH	_____.	_____.
0262	638.2602 Removing Signs Type II	15.000 EACH	_____.	_____.
0264	638.3000 Removing Small Sign Supports	12.000 EACH	_____.	_____.
0266	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0268	643.0300 Traffic Control Drums	39,339.000 DAY	_____.	_____.
0270	643.0410 Traffic Control Barricades Type II	1,386.000 DAY	_____.	_____.
0272	643.0420 Traffic Control Barricades Type III	7,031.000 DAY	_____.	_____.
0274	643.0500 Traffic Control Flexible Tubular Marker Posts	312.000 EACH	_____.	_____.
0276	643.0600 Traffic Control Flexible Tubular Marker Bases	312.000 EACH	_____.	_____.
0278	643.0705 Traffic Control Warning Lights Type A	9,936.000 DAY	_____.	_____.
0280	643.0715 Traffic Control Warning Lights Type C	7,790.000 DAY	_____.	_____.





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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0282	643.0800 Traffic Control Arrow Boards	522.000 DAY	_____.	_____.
0284	643.0900 Traffic Control Signs	17,857.000 DAY	_____.	_____.
0286	643.1050 Traffic Control Signs PCMS	78.000 DAY	_____.	_____.
0288	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0290	644.1410 Temporary Pedestrian Surface Asphalt	22,908.000 SF	_____.	_____.
0292	644.1420 Temporary Pedestrian Surface Plywood	210.000 SF	_____.	_____.
0294	644.1601 Temporary Pedestrian Curb Ramp	194.000 DAY	_____.	_____.
0296	644.1810 Temporary Pedestrian Barricade	1,400.000 LF	_____.	_____.
0298	645.0120 Geotextile Type HR	1,350.000 SY	_____.	_____.
0300	645.0130 Geotextile Type R	150.000 SY	_____.	_____.
0302	646.1020 Marking Line Epoxy 4-Inch	49,984.000 LF	_____.	_____.
0304	646.3020 Marking Line Epoxy 8-Inch	8,184.000 LF	_____.	_____.
0306	646.5020 Marking Arrow Epoxy	123.000 EACH	_____.	_____.
0308	646.5120 Marking Word Epoxy	17.000 EACH	_____.	_____.
0310	646.5220 Marking Symbol Epoxy	15.000 EACH	_____.	_____.
0312	646.5320 Marking Railroad Crossings Epoxy	4.000 EACH	_____.	_____.
0314	646.6120 Marking Stop Line Epoxy 18-Inch	904.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0316	646.7120 Marking Diagonal Epoxy 12-Inch	315.000 LF	_____.	_____.
0318	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	5,912.000 LF	_____.	_____.
0320	646.8120 Marking Curb Epoxy	3,171.000 LF	_____.	_____.
0322	646.8220 Marking Island Nose Epoxy	92.000 EACH	_____.	_____.
0324	646.9000 Marking Removal Line 4-Inch	2,523.000 LF	_____.	_____.
0326	649.0105 Temporary Marking Line Paint 4-Inch	10,825.000 LF	_____.	_____.
0328	649.0150 Temporary Marking Line Removable Tape 4-Inch	46,825.000 LF	_____.	_____.
0330	649.0805 Temporary Marking Stop Line Paint 18-Inch	62.000 LF	_____.	_____.
0332	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	310.000 LF	_____.	_____.
0334	650.4000 Construction Staking Storm Sewer	148.000 EACH	_____.	_____.
0336	650.4500 Construction Staking Subgrade	12,996.000 LF	_____.	_____.
0338	650.5000 Construction Staking Base	1,957.000 LF	_____.	_____.
0340	650.5500 Construction Staking Curb Gutter and Curb & Gutter	2,195.000 LF	_____.	_____.
0342	650.6000 Construction Staking Pipe Culverts	1.000 EACH	_____.	_____.
0344	650.6500 Construction Staking Structure Layout (structure) 01. C-49-24	LS	LUMP SUM	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0346	650.7000 Construction Staking Concrete Pavement	7,391.000 LF	_____.	_____.
0348	650.8500 Construction Staking Electrical Installations (project) 01. 6414-00-79	LS	LUMP SUM	_____.
0350	650.9910 Construction Staking Supplemental Control (project) 01. 6414-00-79	LS	LUMP SUM	_____.
0352	650.9920 Construction Staking Slope Stakes	12,996.000 LF	_____.	_____.
0354	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	3,740.000 LF	_____.	_____.
0356	654.0106 Concrete Bases Type 6	21.000 EACH	_____.	_____.
0358	655.0610 Electrical Wire Lighting 12 AWG	5,922.000 LF	_____.	_____.
0360	655.0625 Electrical Wire Lighting 6 AWG	19,315.000 LF	_____.	_____.
0362	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	21.000 EACH	_____.	_____.
0364	657.0327 Poles Type 6-Aluminum	21.000 EACH	_____.	_____.
0366	657.0605 Luminaire Arms Single Member 4 1/2-Inch Clamp 4-FT	42.000 EACH	_____.	_____.
0368	659.1115 Luminaires Utility LED A	42.000 EACH	_____.	_____.
0370	690.0150 Sawing Asphalt	1,787.000 LF	_____.	_____.
0372	690.0250 Sawing Concrete	208.000 LF	_____.	_____.
0374	715.0415 Incentive Strength Concrete Pavement	8,096.000 DOL	1.00000	8,096.00



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0376	715.0710 Optimized Aggregate Gradation Incentive	10,882.000 DOL	1.00000	10,882.00
0378	740.0440 Incentive IRI Ride	2,748.000 DOL	1.00000	2,748.00
0380	999.1000.S Seismograph	LS	LUMP SUM	_____.
0382	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0384	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,980.000 HRS	5.00000	9,900.00
0386	SPV.0030 Special 01. Fertilizer for Lawn Type Turf	9.100 CWT	_____.	_____.
0388	SPV.0035 Special 01. Mud Slab	17.000 CY	_____.	_____.
0390	SPV.0060 Special 01. Grit Chamber Type A	1.000 EACH	_____.	_____.
0392	SPV.0060 Special 02. Grit Chamber Type B	1.000 EACH	_____.	_____.
0394	SPV.0060 Special 03. Grit Chamber Type C	2.000 EACH	_____.	_____.
0396	SPV.0060 Special 04. Inlets 5-FT Diameter	1.000 EACH	_____.	_____.
0398	SPV.0060 Special 05. Inlets 6-FT Diameter	1.000 EACH	_____.	_____.
0400	SPV.0060 Special 06. Inlets 8-FT diameter	2.000 EACH	_____.	_____.
0402	SPV.0060 Special 07. Connecting to Existing Structures	3.000 EACH	_____.	_____.
0404	SPV.0060 Special 08. Temporary Block Storm Sewer	11.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 14 of 18

Proposal ID: 20210209024 Project(s): 6414-00-79, 6414-00-89

Federal ID(s): WISC 2021182, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0406	SPV.0060 Special 09. Bentonite Anti-Seepage Collar	2.000 EACH	_____.	_____.
0408	SPV.0060 Special 10. Galvanized Steel Trash Guards	1.000 EACH	_____.	_____.
0410	SPV.0060 Special 11. Water Level Staff Gauges	1.000 EACH	_____.	_____.
0412	SPV.0060 Special 12. Adjusting Watermain Valve Box	17.000 EACH	_____.	_____.
0414	SPV.0060 Special 13. Hydrant	7.000 EACH	_____.	_____.
0416	SPV.0060 Special 14. Watermain Gate Valve and Box 6-Inch	7.000 EACH	_____.	_____.
0418	SPV.0060 Special 15. Watermain Gate Valve and Box 8-Inch	1.000 EACH	_____.	_____.
0420	SPV.0060 Special 16. Watermain Gate Valve and Box 12-Inch	3.000 EACH	_____.	_____.
0422	SPV.0060 Special 17. Watermain Coupling 12-Inch	1.000 EACH	_____.	_____.
0424	SPV.0060 Special 18. Watermain Bend 45 Degree 6-Inch	8.000 EACH	_____.	_____.
0426	SPV.0060 Special 19. Watermain Bend 45 Degree 8-Inch	8.000 EACH	_____.	_____.
0428	SPV.0060 Special 20. Watermain Bend 11-1/4 Degree 12-Inch	1.000 EACH	_____.	_____.
0430	SPV.0060 Special 21. Watermain Tee 8 X 6-Inch	2.000 EACH	_____.	_____.
0432	SPV.0060 Special 22. Watermain Tee 12 X 6-Inch	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 15 of 18

Proposal ID: 20210209024 Project(s): 6414-00-79, 6414-00-89

Federal ID(s): WISC 2021182, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0434	SPV.0060 Special 23. Watermain Reducer 6 X 8-Inch	2.000 EACH	_____.	_____.
0436	SPV.0060 Special 24. Watermain Reducer 8 X 12-Inch	1.000 EACH	_____.	_____.
0438	SPV.0060 Special 25. Watermain Tapping Sleeve 8 X 6-Inch	2.000 EACH	_____.	_____.
0440	SPV.0060 Special 26. Watermain Tapping Sleeve 12 X 6-Inch	1.000 EACH	_____.	_____.
0442	SPV.0060 Special 27. Watermain Tee 12 X 8-Inch	1.000 EACH	_____.	_____.
0444	SPV.0060 Special 28. Watermain Tapping Sleeve 12 X 12-Inch	1.000 EACH	_____.	_____.
0446	SPV.0060 Special 29. Cap Watermain to Remain in Service	6.000 EACH	_____.	_____.
0448	SPV.0060 Special 30. Plug Watermain Abandoned in Place	2.000 EACH	_____.	_____.
0450	SPV.0060 Special 31. Tracer Wire Access Box	2.000 EACH	_____.	_____.
0452	SPV.0060 Special 32. Reconstructing Sanitary Manhole	18.000 EACH	_____.	_____.
0454	SPV.0060 Special 33. Sanitary Manhole Casting	20.000 EACH	_____.	_____.
0456	SPV.0060 Special 34. Sanitary Manhole	1.000 EACH	_____.	_____.
0458	SPV.0060 Special 35. Existing Grit Chamber Preparation and Traffic Control	6.000 EACH	_____.	_____.
0460	SPV.0060 Special 36. Existing Grit Chamber Tie-bar Installation	38.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 16 of 18

Proposal ID: 20210209024 Project(s): 6414-00-79, 6414-00-89

Federal ID(s): WISC 2021182, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0462	SPV.0075 Special 01. Street Sweeping	80.000 HRS	_____.	_____.
0464	SPV.0090 Special 01. Concrete Curb & Gutter Integral 30-Inch Type A	6,215.000 LF	_____.	_____.
0466	SPV.0090 Special 02. Concrete Curb & Gutter 24-Inch Type D	22.000 LF	_____.	_____.
0468	SPV.0090 Special 03. Concrete Curb & Gutter Cure & Seal Treatment	14,764.000 LF	_____.	_____.
0470	SPV.0090 Special 04. Railing	32.000 LF	_____.	_____.
0472	SPV.0090 Special 05. UV GRP CIPP 36-Inch	243.000 LF	_____.	_____.
0474	SPV.0090 Special 06. UV GRP CIPP 54-Inch	350.000 LF	_____.	_____.
0476	SPV.0090 Special 07. UV GRP CIPP 42-Inch Lake Drain	97.000 LF	_____.	_____.
0478	SPV.0090 Special 08. Watermain 6-Inch	103.000 LF	_____.	_____.
0480	SPV.0090 Special 09. Watermain 8-Inch	88.000 LF	_____.	_____.
0482	SPV.0090 Special 10. Watermain 12-Inch	528.000 LF	_____.	_____.
0484	SPV.0090 Special 11. Water Service 1-Inch	1,719.000 LF	_____.	_____.
0486	SPV.0090 Special 12. Sanitary Lateral 4-Inch	66.000 LF	_____.	_____.
0488	SPV.0090 Special 13. Class B Bedding	25.000 LF	_____.	_____.
0490	SPV.0090 Special 14. Sanitary Sewer 8-Inch	57.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 17 of 18

Proposal ID: 20210209024 Project(s): 6414-00-79, 6414-00-89

Federal ID(s): WISC 2021182, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0492	SPV.0105 Special 01. Construction Staking Infiltration Basin	LS	LUMP SUM	_____.
0494	SPV.0105 Special 02. Partially Removing Vault Structure Private Supply Line	LS	LUMP SUM	_____.
0496	SPV.0105 Special 03. Primary Spillway Structure	LS	LUMP SUM	_____.
0498	SPV.0105 Special 04. Operator Walkway Bridge	LS	LUMP SUM	_____.
0500	SPV.0105 Special 05. Access Stair	LS	LUMP SUM	_____.
0502	SPV.0105 Special 06. Sluice Gate Structure	LS	LUMP SUM	_____.
0504	SPV.0105 Special 07. Lake Drain Slide Gate (42-Inch)	LS	LUMP SUM	_____.
0506	SPV.0105 Special 08. Private Supply Slide Gate (12-Inch)	LS	LUMP SUM	_____.
0508	SPV.0105 Special 09. Private Supply Line	LS	LUMP SUM	_____.
0510	SPV.0105 Special 10. Temporary Water Diversion	LS	LUMP SUM	_____.
0512	SPV.0105 Special 11. Remove, Salvage, and Reinstall Retaining Wall Stones	LS	LUMP SUM	_____.
0514	SPV.0105 Special 12. Culvert Downstream End Section C-49-24	LS	LUMP SUM	_____.
0516	SPV.0165 Special 01. Concrete Cure & Seal Treatment	120,456.000 SF	_____.	_____.
0518	SPV.0180 Special 01. Infiltration Basin Soil Mix	900.000 SY	_____.	_____.
0520	SPV.0180 Special 02. Preparing Topsoil for Lawn Type Turf	14,781.000 SY	_____.	_____.





## Proposal Schedule of Items

Page 18 of 18

Proposal ID: 20210209024 Project(s): 6414-00-79, 6414-00-89

Federal ID(s): WISC 2021182, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0522	SPV.0195 Special 01. Backfill Granular Grade 2 Special	17,830.000 TON	_____.	_____.
0524	SPV.0195 Special 02. Hauling and Disposal of PAH Contaminated Sediment	6,410.000 TON	_____.	_____.
0526	SPV.0200 Special 01. Sanitary Drop Manhole	16.100 VF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH ADDENDA HERE**



## Wisconsin Department of Transportation

---

February 1, 2021

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

### **NOTICE TO ALL CONTRACTORS:**

#### **Federal Wage Rate Addendum #01**

#### **Letting of February 9, 2021**

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 03, 04, 06, 08 – 25, 27, 28, 30 – 32, 34, 35, and 37; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposal 27. These wage rates are effective for all proposals they are included in in the February 9, 2021 letting. The updated wage rates are dated January 1, 2021 and are effective on or after January 11, 2021.

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: WI20210010 01/01/2021

Superseded General Decision Number: WI20200010

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

BRWI0001-002 06/03/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.80	24.28
-----		
* BRWI0002-002 06/01/2020		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47
-----		
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 06/01/2020		

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40
-----		
BRWI0004-002 06/01/2019		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.43	25.10
-----		
BRWI0006-002 06/01/2019		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.06	23.02
-----		
BRWI0007-002 06/03/2019		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.57	24.22
-----		
BRWI0008-002 06/01/2019		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.93	24.22
-----		
* BRWI0011-002 06/01/2020		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40
-----		
* BRWI0019-002 06/01/2020		

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22
-----		
BRWI0034-002 06/03/2019		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.56	24.23
-----		
CARP0087-001 05/01/2016		

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

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

-----  
 CARP0252-002 06/01/2016

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

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

-----  
 CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

-----  
 CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

-----  
CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

-----

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

-----

ELEC0014-002 06/14/2020

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, TREMPLEAU, VERNON, AND WASHBURN  
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.98	20.98

-----

ELEC0014-007 07/05/2020

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 27.75	15.14

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 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

-----  
ELEC0158-002 06/01/2020

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),  
MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE  
(East of a line 6 miles West of the West boundary of Oconto  
County), SHAWANO (Except Area North of Townships of Aniwa and  
Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.77	29.75%+10.26

-----  
ELEC0159-003 08/02/2020

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
ELECTRICIAN.....	\$ 41.86	22.67

-----  
ELEC0219-004 06/01/2019

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

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80

Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

-----  
ELEC0242-005 05/31/2020

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.77	28.11

-----  
ELEC0388-002 06/01/2020

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:.....	\$ 34.85	26%+11.20

-----  
ELEC0430-002 06/01/2020

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.86	22.66

-----  
ELEC0494-005 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.84	25.54

-----  
ELEC0494-006 06/01/2020

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
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Electricians:.....\$ 36.32 22.51

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ELEC0494-013 06/07/2020

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUCKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 21.46	18.52
Technician.....	\$ 31.34	20.00

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, 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 06/01/2020

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:.....	\$ 34.23	29.50%+10.00

-----  
ELEC0890-003 06/01/2020

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,  
 RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.41	25.95%+11.11
-----		
ELEC0953-001 06/02/2019		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60
-----		
ENGI0139-005 06/01/2020		

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.62	23.80
Group 2.....	\$ 41.12	23.80
Group 3.....	\$ 40.62	23.80
Group 4.....	\$ 40.36	23.80
Group 5.....	\$ 40.07	23.80
Group 6.....	\$ 34.17	23.80

#### 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; bituminous 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.

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

	Rates	Fringes
IRONWORKER.....	\$ 37.31	27.62

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

-----  
IRON0008-003 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 39.11	27.87

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

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IRON0383-001 06/01/2020

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.....	\$ 37.10	27.06

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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 TREMPLEAU  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

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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

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LAB00113-002 06/01/2020

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.05	22.26
Group 2.....	\$ 30.20	22.26
Group 3.....	\$ 30.40	22.26
Group 4.....	\$ 30.55	22.26
Group 5.....	\$ 30.70	22.26
Group 6.....	\$ 26.54	22.26

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 Sawyer 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 06/01/2020

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.30	22.26
Group 2.....	\$ 29.40	22.26
Group 3.....	\$ 29.45	22.26
Group 4.....	\$ 29.65	22.26
Group 5.....	\$ 29.50	22.26
Group 6.....	\$ 26.39	22.26

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 Sawyer 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 06/01/2020



KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.11	22.26
Group 2.....	\$ 29.26	22.26
Group 3.....	\$ 29.46	22.26
Group 4.....	\$ 29.43	22.26
Group 5.....	\$ 29.76	22.26
Group 6.....	\$ 26.25	22.26

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 Sawyer 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 06/01/2020

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, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

#### 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; 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 Sawyer 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; Traffic Control

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LAB00464-003 06/01/2020

#### DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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PAIN0108-002 06/01/2019

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.08	20.36

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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

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

-----  
PAIN0781-002 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.30	23.86
Brush.....	\$ 32.95	23.86
Spray & Sandblast.....	\$ 33.70	23.86

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PAIN0802-002 06/01/2019

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 30.93	18.44

PREMIUM PAY:  
    Structural Steel, Spray, Bridges =   \$1.00 additional per  
    hour.

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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

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PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

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PAIN1011-002 06/02/2019

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 25.76	13.33

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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, TREMPLEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 31.07	22.94
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 31.22	22.94
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WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://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: WI20210008 01/01/2021

Superseded General Decision Number: WI20200008

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

BRWI0001-002 06/03/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.80	24.28

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 \* BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

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 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 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

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 BRWI0004-002 06/01/2019

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.43	25.10

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 BRWI0006-002 06/01/2019

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
 ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 35.06	23.02
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BRWI0007-002 06/03/2019

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.57	24.22

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BRWI0008-002 06/01/2019

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.93	24.22

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\* BRWI0009-001 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

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\* BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

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BRWI0013-002 06/03/2019

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.56	24.23

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\* BRWI0019-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22

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 \* BRWI0021-002 06/01/2020

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.80	24.97

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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, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
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CARPENTER

CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

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CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
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Carpenters

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

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CARP0264-003 06/01/2016

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

	Rates	Fringes
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CARPENTER.....	\$ 35.78	22.11
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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
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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
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PILEDRIVERMAN

Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

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CARP2337-003 06/01/2019

	Rates	Fringes
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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 06/14/2020

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, TREMPLEAU, VERNON, AND WASHBURN  
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.98	20.98

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ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

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ELEC0158-002 06/01/2020

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),  
MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE  
(East of a line 6 miles West of the West boundary of Oconto  
County), SHAWANO (Except Area North of Townships of Aniwa and  
Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.77	29.75%+10.26

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ELEC0159-003 08/02/2020

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
ELECTRICIAN.....	\$ 41.86	22.67
-----		
ELEC0219-004 06/01/2019		

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

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73
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ELEC0242-005 05/31/2020		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.77	28.11
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ELEC0388-002 06/01/2020		

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:.....	\$ 34.85	26%+11.20
-----		
ELEC0430-002 06/01/2020		

RACINE COUNTY (Except Burlington Township)



	Rates	Fringes
Electricians:.....	\$ 41.86	22.66
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ELEC0494-005 06/01/2020		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.84	25.54
-----		
ELEC0494-006 06/01/2020		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.32	22.51
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* ELEC0577-003 06/01/2020		

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:.....	\$ 34.23	29.50%+10.00
-----		
ELEC0890-003 06/01/2020		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.41	25.95%+11.11
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ENGI0139-003 06/01/2020		

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 42.92	23.15
Group 2.....	\$ 41.67	23.15
Group 3.....	\$ 39.97	23.15
Group 4.....	\$ 39.44	23.15
Group 5.....	\$ 37.37	23.15
Group 6.....	\$ 35.84	23.15

#### 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 Sweepers; 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/Freeze 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 06/01/2020

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.64	23.25
Group 2.....	\$ 40.86	23.25
Group 3.....	\$ 39.91	23.25
Group 4.....	\$ 38.86	23.25
Group 5.....	\$ 37.46	23.25

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 and Winch 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 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 37.31	27.62

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

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IRON0008-003 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 39.11	27.87

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

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IRON0383-001 06/01/2020

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.....	\$ 37.10	27.06

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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 TREMPLEAU  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

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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

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LAB00113-004 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 16.38	21.08
Group 2.....	\$ 18.65	21.08
Group 3.....	\$ 22.19	21.08
Group 4.....	\$ 31.56	21.08
Group 5.....	\$ 31.70	21.08
Group 6.....	\$ 31.76	21.08
Group 7.....	\$ 34.77	21.08
Group 8.....	\$ 37.59	21.08

Group 9.....\$ 38.23 21.08

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 06/01/2020

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 23.05	21.08
Group 2.....	\$ 28.98	21.08
Group 3.....	\$ 32.34	21.08
Group 4.....	\$ 34.11	21.08

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 Sawyer, 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 06/01/2020

MILWAUKEE, OZAUCKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 22.19	21.08
Group 2.....	\$ 31.70	21.08
Group 3.....	\$ 31.76	21.08
Group 4.....	\$ 34.77	21.08
Group 5.....	\$ 34.91	21.08
Group 6.....	\$ 37.59	21.08
Group 7.....	\$ 38.23	21.08

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster



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\* LAB00113-009 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 22.19	21.08
Group 2.....	\$ 31.70	21.08
Group 3.....	\$ 35.31	21.08
Group 4.....	\$ 36.11	21.08
Group 5.....	\$ 36.23	21.08
Group 6.....	\$ 38.93	21.08
Group 7.....	\$ 39.55	21.08

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

\*Compressed Air 15 - 30 lbs add \$2.00 to all classifications

\*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder &  
Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack  
Hammer Operator; Caisson Worker; Pielayer and Joint Man;  
Bracerman; Nozzle Man on Gunite; Timber Man; Concrete  
Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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LAB00140-005 06/01/2020

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, TREMPPEALEAU, VERNON, VILAS,  
 WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD  
 COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 29.33	17.88
Group 2.....	\$ 31.18	17.88
Group 3.....	\$ 31.48	17.88
Group 4.....	\$ 32.13	17.88

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 Sawyer; 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 06/01/2020

#### DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.23	17.88
Group 2.....	\$ 31.43	17.88
Group 3.....	\$ 31.63	17.88
Group 4.....	\$ 32.38	17.88

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 Sawyer; 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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LAB01091-010 06/01/2020

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 29.02	17.88
Group 2.....	\$ 31.08	17.88
Group 3.....	\$ 31.28	17.88
Group 4.....	\$ 32.03	17.88

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 Sawyer; 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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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, TREMPLEAU, AND  
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK  
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2020

	Rates	Fringes
TRUCK DRIVER		

1 & 2 Axles.....	\$ 31.07	22.94
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 31.22	22.94
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WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"





## Wisconsin Department of Transportation

January 28, 2021

### 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 #24: 6414-00-79, WISC 2021 182**  
**Village of Plover, Post Road**  
**Springville Drive to Tommy's**  
**Turnpike**  
**Business 51**  
**Portage County**

**6414-00-89**  
**Village of Plover, Post Road**  
**Springville Drive to Tommy's**  
**Turnpike**  
**Business 51, Local Utilities**  
**Portage County**

### Letting of February 9, 2021

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

#### Special Provisions:

Revised Special Provisions	
Article No.	Description
83	Primary Spillway Structure, Item SPV.0105.03.
87	Lake Drain Slide Gate (42-Inch), Item SPV.0105.07; Private Supply Slide Gate (12-Inch), Item SPV.0105.08.

#### Schedule of Items:

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
201.0105	Clearing	STA	0	14	14
201.0205	Grubbing	STA	0	14	14

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
SPV.0105	08. Private Supply Slide Gate (12-Inch)	LS	1	-1	0

**Plan Sheets:**

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
110	Added Clearing and Grubbing items to miscellaneous quantities sheet
286	Revised the "Total Estimated Quantities" table to remove SPV.0105.08
290	Revised the "Detail at Stop Log Slot" to define material for the stop log slot and remove "Hot Dip Galvanized" from steel reinforcement label.

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**  
**6414-00-79 & 6414-00-89**  
**January 28, 2021**

**Special Provisions**

**83. Primary Spillway Structure, Item SPV.0105.03.**

*Replace the following sections in their entirety:*

**A Description**

This special provision describes excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, construction staking, and stop logs and stop log slots as shown in the plans for the Primary Spillway Structure and as described in sections 206, 209, 211, 305, 504, 505, and 650, respectively, of the standard specifications, or as specified further within.

**B.2 Stop Logs and Stop Log Slots**

For stop logs and stop log slots materials, refer to Table 1 below.

**TABLE 1**

<b>Component</b>	<b>References</b>	<b>Details</b>
Stop Logs	Southern Pine No. 2	Size and quantity as shown in the plans.
Stop Log Slots	Steel Plate, ASTM A36 Headed Welded Studs, ASTM A108 Hot Dip Galvanized, ASTM A123	Hot dip galvanized fabricated stop log slots cast into concrete walls of spillway. Configuration and dimensions as shown in the plans.

**C.2 Stop Logs and Stop Log Slots**

Ensure that stop logs and stop log slots are correct size for the opening constructed.

Inspect units from supplier and/or fabricator for damage upon receipt of materials to job site. Replace any damaged units.

Cast stop log slots into concrete walls of spillway, as shown in plans.

Install stop logs.

**E Payment**

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

<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>UNIT</b>
SPV.0105.03	Primary Spillway Structure	LS

Payment is full compensation for excavation for structures, granular backfill, preparing the foundation, dense-graded base, concrete masonry, steel reinforcement, construction staking, and stop logs and stop log slots, including furnishing any materials required.

*Remove the following sections in their entirety:*

**B.3 Aluminum Bar Grating**

**C.3 Aluminum Bar Grating**

**87. Lake Drain Slide Gate (42-Inch), Item SPV.0105.07.**

*Replace the following sections in their entirety as Item SPV.0105.08 has been removed:*

**A Description**

This special provision describes furnishing and installing the slide gate (42-inch) for the lake drain.

**D Measurement**

The department will measure Lake Drain Slide Gate (42-Inch) by the lump sum acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.07	Lake Drain Slide Gate (42-Inch)	LS

Payment is full compensation for furnishing and installing lake drain slide gate (42-inch), including furnishing of any materials required.

**Schedule of Items**

Attached, dated January 28, 2021, are the revised Schedule of Items Pages 17 and 18.

**Plan Sheets**

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:  
Revised: 110, 286 and 290.

END OF ADDENDUM



## GENERAL NOTES

STRUCTURE SHALL BE A BOX CULVERT WITH INSIDE OF CELL MEASURING 8' WIDE x 4' HIGH x 137'-1 1/2" LONG. IN PLACE REINFORCED CONCRETE BOX CULVERT. THE INLET END OF THE CULVERT CONSISTS OF A CAST IN PLACE REINFORCED CONCRETE SPILLWAY STRUCTURE.

DRAWINGS SHALL NOT BE SCALED.

BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2" CLEAR UNLESS OTHERWISE SHOWN OR NOTED.

STRUCTURE BACKFILL IS REQUIRED BEHIND ALL WING WALLS.

WITHIN THE LENGTH OF THE BOX, ALL SPACES EXCAVATED AND NOT OCCUPIED BY THE NEW STRUCTURE SHALL BE BACKFILLED WITH BACKFILL GRANULAR GRADE 2 SPECIAL TO THE ELEVATION AND SECTION EXISTING PRIOR TO EXCAVATION WITHIN THE LENGTH OF THE CULVERT.

THE UPPER LIMITS OF EXCAVATION FOR STRUCTURES CULVERTS C-47-24" SHALL BE THE EXISTING GROUND LINE.

THE FILL QUANTITIES ARE BASED ON THE PAY LIMITS SHOWN ON THE PLANS AND MAY NOT REFLECT ACTUAL EXCAVATION FOR STRUCTURES.

DAMAGE TO EXISTING STONE WALL R-49-28 IS THE LIABILITY OF THE CONTRACTOR.

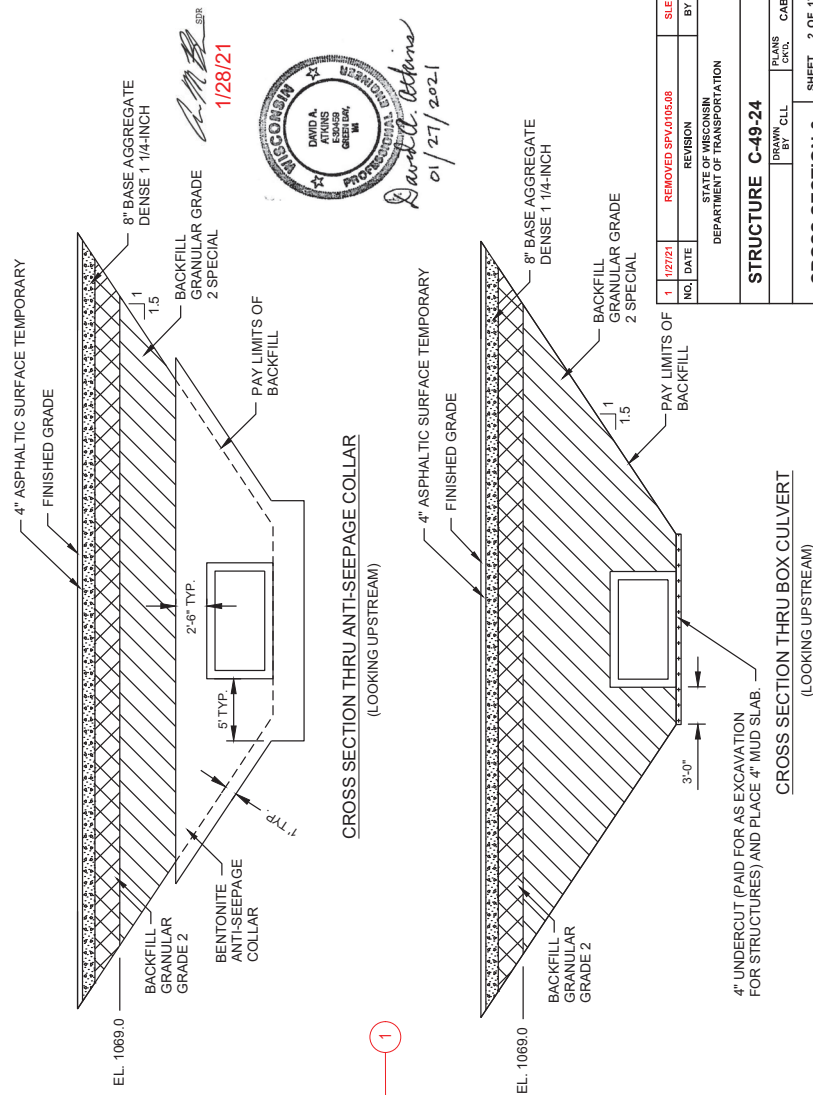
ALL EXCAVATED MATERIAL BELOW THE WATER TABLE (APPROXIMATELY EL. 1067.0) SHALL BE CONSIDERED CONTAMINATED WITH POLYCYCLIC AROMATIC HYDROCARBON (PAH) AND DISPOSED OF UNDER THE "HAULING AND DISPOSAL OF PAH CONTAMINATED SEDIMENT" ITEM.

## TOTAL ESTIMATED QUANTITIES

BID ITEM NUMBER	BID ITEM	UNIT	TOTALS
203.0100	REMOVING SMALL PIPE CULVERTS	EACH	2
204.0150	REMOVING CURB & GUTTER *	LF	120
204.0245	05. REMOVING STORMSEWER (42-INCH) *	LF	63
204.0245	06. REMOVING STORMSEWER (6-INCH)	LF	38
204.9060.S	01. REMOVING WATER LEVEL STAFF GAUGES	EACH	1
204.9105.S	01. REMOVING PRIMARY SPILLWAY STRUCTURE	LS	1
204.9105.S	02. REMOVING SLUICE GATE STRUCTURE (LAKE DRAIN)	LS	1
206.2000	EXCAVATION FOR STRUCTURES CULVERTS C-49-24	LS	1
206.5000	01. COFFERDAMS (LAKE DRAIN)	LS	1
206.5000	02. COFFERDAMS (PRIMARY SPILLWAY)	LS	1
209.2100	BACKFILL GRANULAR GRADE 2 *	CY	260
305.0120	BASE AGGREGATE DENSE 1 1/4-INCH *	TON	140
455.0605	TACK COAT *	GAL	16
465.0125	ASPHALTIC SURFACE TEMPORARY *	TON	70
465.0310	ASPHALTIC CURB	LF	120
504.2000.S	PRECAST CONCRETE BOX CULVERT 4 FT X 8 FT	LF	53
511.1200	TEMPORARY SHORING (C-49-24)	SF	300
511.1300	TEMPORARY SHORING (LAKE DRAIN)	SF	480
516.0500	RUBBERIZED MEMBRANE WATERPROOFING	SY	4
522.1042	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 42-INCH *	EACH	1
603.8125	CONCRETE BARRIER TEMPORARY PRECAST INSTALLED *	LF	60
606.0300	RIPRAP HEAVY	CY	3
606.0342	STORM SEWER PIPE REINFORCED CONCRETE CLASS III 42-INCH *	LF	79
614.0360	STEEL PLATE BEAM GUARD TEMPORARY	LF	60
614.0920	SALVAGE RAIL	LF	60
616.0206	FENCE CHAIN LINK 6-FT *	LF	36
616.0404	LANDMARK REFERENCE MONUMENTS	LF	28
621.0100	TOPSOIL *	EACH	3
625.0100	EROSION MAT URBAN CLASS I TYPE A *	SY	156
628.2006	SEEDING MIXTURE NO. 40 *	LB	156
630.0140	SEED WATER *	MGAL	3
630.0500	MOVING SIGNS TYPE II	EACH	4
638.2102	CONSTRUCTION STAKING STRUCTURE LAYOUT (C-49-24)	EACH	2
650.4000	CONSTRUCTION STAKING STRUCTURE LAYOUT (C-49-24)	LS	1
650.6500	SAWING ASPHALT *	LF	80
690.0150	SAWING CONCRETE *	LF	10
999.1000.S	SEISMOGRAPH	LS	1
SPV.0030	01. FERTILIZER FOR LAWN TYPE TURF *	CWT	0.1
SPV.0035	01. MULCH SLAB	CY	7
SPV.0060	09. BENTONITE ANTI-SEEPAGE COLLAR	EACH	1
SPV.0060	10. GALVANIZED STEEL TRASH GUARDS	EACH	1
SPV.0090	11. WATER LEVEL STAFF GAUGES	EACH	1
SPV.0105	02. PARTIALLY REMOVING VAULT STRUCTURE (PRIVATE SUPPLY LINE)	LF	97
SPV.0105	03. PRIMARY SPILLWAY STRUCTURE	LS	1
SPV.0105	04. OPERATOR WALKWAY BRIDGE	LS	1
SPV.0105	05. ACCESS STAIR	LS	1
SPV.0105	06. SLUICE GATE STRUCTURE	LS	1
SPV.0105	07. LAKE DRAIN SLIDE GATE (42-INCH)	LS	1
SPV.0105	09. PRIVATE SUPPLY LINE	LS	1
SPV.0105	10. TEMPORARY WATER DIVERSION	LS	1
SPV.0105	11. REMOVE, SALVAGE, AND REINSTALL RETAINING WALL STONES	LS	1
SPV.0180	02. PREPARING TOPSOIL FOR LAWN TYPE TURF *	LS	1
SPV.0195	01. BACKFILL GRANULAR GRADE 2 SPECIAL *	SY	156
SPV.0195	02. HAULING AND DISPOSAL OF PAH CONTAMINATED SEDIMENT *	TON	2,100
		TON	1,400
			1,310

\* ADDITIONAL QUANTITIES SHOWN ELSEWHERE IN THE PLANS.

Addendum No. 01  
ID 6414-00-79  
Revised Sheet 286  
January 28, 2021



David L. Atkins  
01/27/2021

NO.	1	1/27/21	REMOVED SPV.0105.08	REVISION	BY	SLE
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION						
STRUCTURE C-49-24						
CROSS SECTION & QUANTITIES						
SHEET 2 OF 17						
286						





## Proposal Schedule of Items

Page 17 of 18

Proposal ID: 20210209024 Project(s): 6414-00-79, 6414-00-89

Federal ID(s): WISC 2021182, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0492	SPV.0105 Special 01. Construction Staking Infiltration Basin	LS	LUMP SUM	_____.
0494	SPV.0105 Special 02. Partially Removing Vault Structure Private Supply Line	LS	LUMP SUM	_____.
0496	SPV.0105 Special 03. Primary Spillway Structure	LS	LUMP SUM	_____.
0498	SPV.0105 Special 04. Operator Walkway Bridge	LS	LUMP SUM	_____.
0500	SPV.0105 Special 05. Access Stair	LS	LUMP SUM	_____.
0502	SPV.0105 Special 06. Sluice Gate Structure	LS	LUMP SUM	_____.
0504	SPV.0105 Special 07. Lake Drain Slide Gate (42-Inch)	LS	LUMP SUM	_____.
0508	SPV.0105 Special 09. Private Supply Line	LS	LUMP SUM	_____.
0510	SPV.0105 Special 10. Temporary Water Diverson	LS	LUMP SUM	_____.
0512	SPV.0105 Special 11. Remove, Salvage, and Reinstall Retaining Wall Stones	LS	LUMP SUM	_____.
0514	SPV.0105 Special 12. Culvert Downstream End Section C-49-24	LS	LUMP SUM	_____.
0516	SPV.0165 Special 01. Concrete Cure & Seal Treatment	120,456.000 SF	_____.	_____.
0518	SPV.0180 Special 01. Infiltration Basin Soil Mix	900.000 SY	_____.	_____.
0520	SPV.0180 Special 02. Preparing Topsoil for Lawn Type Turf	14,781.000 SY	_____.	_____.
0522	SPV.0195 Special 01. Backfill Granular Grade 2 Special	17,830.000 TON	_____.	_____.





## Proposal Schedule of Items

Page 18 of 18

Proposal ID: 20210209024 Project(s): 6414-00-79, 6414-00-89

Federal ID(s): WISC 2021182, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0524	SPV.0195 Special 02. Hauling and Disposal of PAH Contaminated Sediment	6,410.000 TON	_____.	_____.
0526	SPV.0200 Special 01. Sanitary Drop Manhole	16.100 VF	_____.	_____.
0528	201.0105 Clearing	14.000 STA	_____.	_____.
0530	201.0205 Grubbing	14.000 STA	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.





## Wisconsin Department of Transportation

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February 1, 2021

**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 #24: 6414-00-79, WISC 2021 182  
Village of Plover, Post Road  
Springville Drive to Tommy's  
Turnpike  
Business 51  
Portage County**

**6414-00-89  
Village of Plover, Post Road  
Springville Drive to Tommy's  
Turnpike  
Business 51, Local Utilities  
Portage County**

### Letting of February 9, 2021

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

#### Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
290	Structure Sheet – advertised plan set dimensions were not legible
291	Structure Sheet – advertised plan set dimensions were not legible
293	Structure Sheet – advertised plan set dimensions were not legible

#### **Plan Sheets**

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:  
Revised: 290, 291 and 2930.

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

Sincerely,

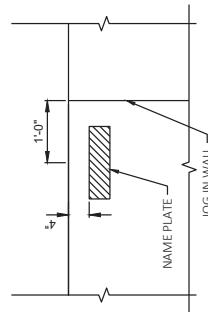
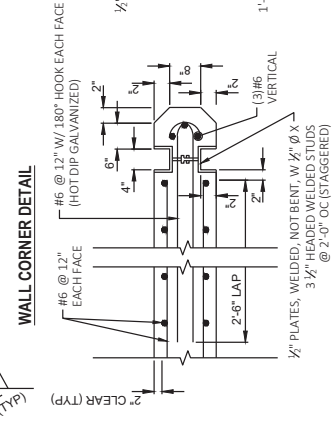
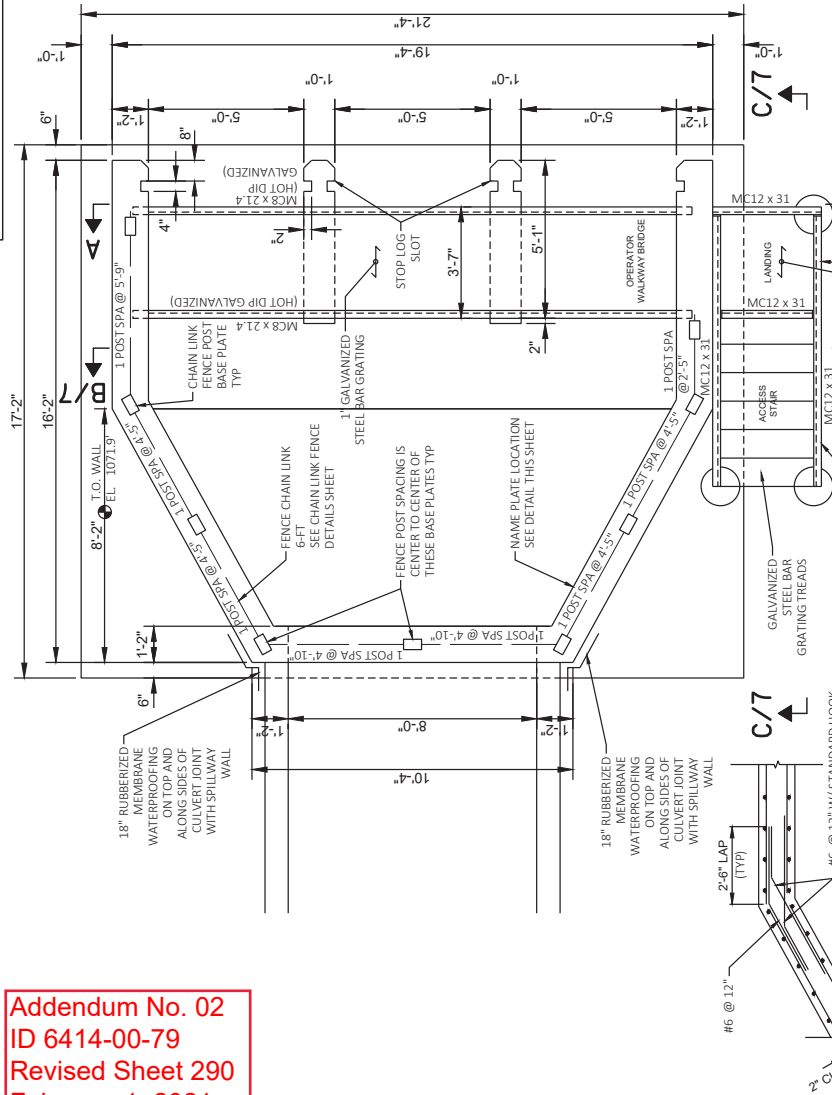
*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

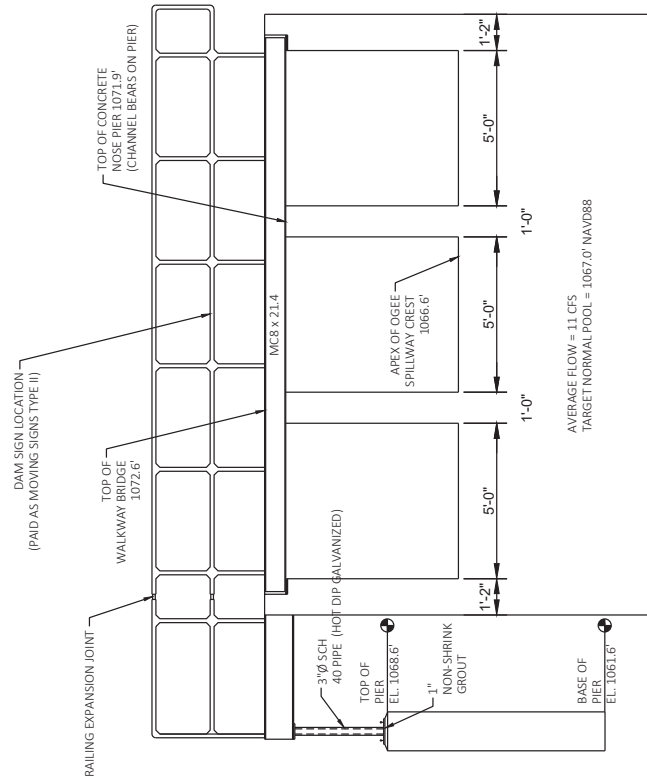
END OF ADDENDUM

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Addendum No. 02  
ID 6414-00-79  
Revised Sheet 290  
February 1, 2021



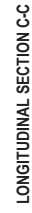
NAME PLATE DETAIL



**SECTION A-A**

## CONCRETE PIER AT ACCESS STAIR

### DETAIL AT STOP LOG SLOT



### DETAIL AT OPERATOR WALKWAY BRIDGE



Addendum No. 02  
ID 6414-00-79  
Revised Sheet 291  
February 1, 2021

