

HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation
 DT1502 01/2020 s.66.0901(7) Wis. Stats

Proposal Number: **015**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	2160-05-71	WISC 2022238	S 76th Street; Intersection With W Becher Street	LOC STR
Milwaukee	2995-04-74	WISC 2022245	S 92nd Street; Intersection With Lincoln Ave	LOC STR
Milwaukee	2995-05-77	WISC 2022246	S 60th Street; Intersection With W Greenfield Ave	LOC STR

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: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: March 8, 2022 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code <h3 style="margin: 0;">SAMPLE</h3> <h3 style="margin: 0;">NOT FOR BIDDING PURPOSES</h3>
Contract Completion Time 145 Calendar Days	This contract is exempt from federal oversight.
Assigned Disadvantaged Business Enterprise Goal 12%	

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

Type of Work: Mill, Grade, Sanitary Sewer, Storm Sewer, Water Main, Base, Concrete Pavement, Asphalt Pavement, Curb & Gutter, Sidewalk, Signals, Lighting, Signing, Pavement Marking	For Department Use Only
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 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 departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.

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

B Submitting Electronic Bids

B.1 On the Internet

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

2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 1. Download the latest schedule of items reflecting all addenda from the Bid 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)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

(Date)

(Date)

State of Wisconsin)
) ss.
_____ County)

State of Wisconsin)
) ss.
_____ County)

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

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

(Signature, Notary Public, State of Wisconsin)

(Signature, Notary Public, State of Wisconsin)

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

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

(Date Commission Expires)

(Date Commission Expires)

Notary Seal

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

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)

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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STSP'S Revised July 8, 2021

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for:

- Project 2160-05-71, South 76th Street, Intersection with West Becher Street;
- Project 2995-04-74, South 92nd Street Intersection with West Lincoln Avenue;
- Project 2995-05-77, South 60th Street Intersection with West Greenfield Avenue;

Local Streets, Milwaukee 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, 2022 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 (20210708)

2. Scope of Work.

The work under this contract shall consist of excavation common, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, erosion control, traffic signal replacement, curb ramp reconstruction, marking line, signing, traffic control, storm sewer, water main, sanitary sewer, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

Begin work within 10 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 10 calendar days before the approved start date.

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

Conform to the schedule of operations for the construction staging as shown in the plan. Do not move operations within the proposed construction staging unless modifications to the staging and schedule are approved in writing by the engineer.

Traffic Signal Materials

Submit shop drawings for signal poles and arms to the engineer within five calendar days after executing the contract. Order signal poles and arms within two business days after engineer's approval.

Contractor Coordination

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

Conduct weekly progress meetings. The contractor's superintendent or representative, designated materials representative, and subcontractor's representatives for ongoing subcontract work or subcontract work expected to begin within the next three weeks shall attend. Agenda items at the meeting shall include, but not be limited to, the following:

1. Review of the contractor's and subcontractors' schedule. Indicate if the project is on, ahead, or behind schedule. If behind, indicate why, how much behind, and how the project will get back on schedule.

2. Utility conflicts and relocation schedule.
3. Evaluation of progress to date.
4. Outstanding Requests for Information (RFIs) or issues that may cause contract modifications.
5. Shop drawing submittal status.
6. Materials submittal status.
7. Materials sampling and testing activities and results.
8. Closure and detour schedules.
9. Impacts to businesses and private properties.
10. Impacts to bus routes, emergency services, postal services.
11. Equipment status of orders and deliveries.

Based on the weekly progress meeting, if the engineer requests a new revised schedule, submit it according to standard spec 108.4. Failure to submit a revised schedule shall result in the engineer holding pay requests according to standard spec 108.4.

Do not close sidewalk on both sides of the roadway. Sidewalk on one side of the roadway must be provided and maintained at all times.

Do not proceed to a following construction stage until all work in the current stage is completed, including, but not limited to, concrete pavement, pertinent signing, and all required traffic control devices and temporary or permanent pavement marking.

Do not remove from service residential or commercial driveways without sufficient notice given to tenants and/or property owners. Sufficient notice is defined as contacting them 48 hours prior to removing a driveway from service. Work on the approach of driveways that are wider than 20 feet shall be staged to maintain access to the residential or commercial properties that have only one access. Close only one driveway at a time on the properties that have multiple driveways. If the contractor wishes to make other arrangements regarding driveway maintenance, these arrangements shall be agreed to in writing and signed by the prime contractor and property owner of the affected driveway. Provide a copy of the signed written agreement to the engineer.

The contractor is advised that there may be multiple mobilizations for such items as traffic control, temporary pavement marking, pavement marking, erosion control, and other incidental items related to staging required to complete the work under this contract. No additional payment will be made by the department for said mobilizations.

Comply with all local ordinances that apply to work operations, including those pertaining to working during nighttime work hours. Any ordinance variance issued by the municipality or required permits shall be furnished to the engineer, by the contractor, in writing three working days before performing such work.

Submit all traffic control change requests to the engineer at least seven days prior to an actual traffic control change. A request does not constitute approval. Provide a 14-day look ahead schedule to the engineer.

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the Pre-Construction Conference.

Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within five calendar days after placement of topsoil. If graded areas outside the roadbed (e.g., between curbs and sidewalks, outside of walks, etc.) are left exposed for more than 14 calendar days, seed those areas with temporary seed and mulch.

Stockpile excess material or spoils on upland areas away from wetlands, floodplains, and waterways. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed and mulch.

Contact the United States Postal Service postmaster one week prior to beginning construction operations. Contractor shall provide, as needed, temporary mailboxes for residents and businesses within the project corridor.

Do not place detour signage within 50 feet of a railroad bridge.

All paving must be completed by November 15, 2022.

Interim Completion and Liquidated Damages–South 60th Street and Greenfield Avenue: 45 Calendar Days

At the beginning of construction operations, South 60th Street and Greenfield Avenue shall have staged traffic for a maximum of 45 calendar days. Do not reopen until completing the following work: excavation common, base aggregate dense, concrete curb and gutter, concrete sidewalk, traffic signal replacement, curb ramp reconstruction, marking line, and signing.

If the contractor fails to complete the work necessary to reopen South 60th Street and Greenfield Avenue to traffic within 45 calendar days, the department will assess the contractor \$895 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 45 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Interim Completion and Liquidated Damages–South 76th Street and Becher Street: 75 Calendar Days

At the beginning of construction operations, South 76th Street and Becher Street shall have staged and closed traffic for a maximum of 75 calendar days. Do not reopen until completing the following work: excavation common, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, traffic signal replacement, curb ramp reconstruction, marking line, and signing.

If the contractor fails to complete the work necessary to reopen South 76th Street and Becher Street to traffic within 75 calendar days, the department will assess the contractor \$1,110 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 75 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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.

4. Traffic.

General

Conduct construction operations in a manner that will cause the least interference to traffic movements, business, and residential access adjacent and within the construction areas.

Utilize flaggers, signs, barricades, and drums as may be necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

Do not park or store equipment, vehicles, or construction materials within the clear zone (2 feet from the face of curb) on any roadway carrying traffic during non-working hours, except at locations and periods of time approved by the engineer.

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and as described herein.

South 76th Street and West Becher Street

Stage 1

Close the South 76th Street and Becher Street intersection. Detour 76th Street and Becher Street, as shown on the plans.

Maintain pedestrian accommodations, as shown on the plans.

Maintain local access to residential and business driveways at all times or as directed by the engineer.

Stage 2

Close the south leg of 76th Street. The north, east, and west legs of the intersection will be stop controlled. Detour 76th Street traffic, as shown on the plans.

Maintain pedestrian accommodations, as shown on the plans.

Maintain local access to residential and business driveways at all times or as directed by the engineer.

Stage 3

Close the South 76th Street and Becher Street intersection. Detour 76th Street and Becher Street, as shown on the plans.

Complete pavement marking and traffic sign installation during off peak hours (9:00 AM to 3:00 PM) or as directed by the engineer.

Maintain pedestrian accommodations, as shown on the plans.

Maintain local access to residential and business driveways at all times or as directed by the engineer.

South 92nd Street and West Lincoln Avenue

Stage 1

Close the east leg of the Lincoln Avenue from 92nd Street to 91st Street. The existing traffic signals shall be maintained to control traffic at the 92nd Street and Lincoln Avenue intersection, as shown on the plans. Detour Lincoln Avenue traffic, as shown on the plans.

Complete pavement marking and traffic sign installation during off peak hours (9:00 AM to 3:00 PM) or as directed by the engineer.

Maintain pedestrian accommodations as shown on plans. Sidewalk on the north or south side of Lincoln Avenue is to be maintained at all times.

Maintain local access to residential and business driveways at all times or as directed by the engineer.

Stage 2

Close the 92nd Street and Lincoln Avenue intersection. Detour 92nd Street and Lincoln Avenue, as shown on the plans.

Complete pavement marking and traffic sign installation during off peak hours (9:00 AM to 3:00 PM) or as directed by the engineer.

Maintain pedestrian accommodations, as shown on plans.

Maintain local access to residential and business driveways at all times or as directed by the engineer.

Stage 3

Close the west leg of the Lincoln Avenue from 92nd Street to 93rd Street. The proposed traffic signals shall be utilized to control traffic at the 92nd Street and Lincoln Avenue intersection as shown in the plans. Detour Lincoln Avenue traffic as shown on the plans.

Complete pavement marking and traffic sign installation during off peak hours (9:00 AM to 3:00 PM) or as directed by the engineer.

Maintain pedestrian accommodations as shown on plans. Sidewalk on the north or south side of Lincoln Avenue is to be maintained at all times.

Maintain local access to residential and business driveways at all times or as directed by the engineer.

South 60th Street and West Greenfield Avenue

Stage 1

Close the outside lanes/shoulders of 60th Street and Greenfield Avenue as shown on the plans. Maintain one southbound through lane, one southbound left-turn lane, one northbound through lane, and one northbound left-turn lane.

Maintain pedestrian accommodations, as shown on plans.

Maintain local access to residential and business driveways at all times or as directed by the engineer.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

5. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

Both the department and City of West Allis personnel will inspect construction of sanitary sewer and water main under this contract. However, construction staking, testing, and acceptance of the sanitary sewer and water main construction will be by the City of West Allis.

stp-105-001 (20140630)

6. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition with the 2020 City of West Allis Addendum. If there is a discrepancy or conflict between the referenced specification and the Standard Specifications regarding contract administration, part 1 of the Standard Specifications governs.

Conform to the referenced construction specifications for the following:

- Sanitary Sewer
- Water Main
- Storm Sewer

stp-105-002 (20130615)

7. **Holiday and Special Event Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the 76th Street and Becher Street intersection traffic, 92nd Street and Lincoln Avenue intersection traffic, 60th Street and Greenfield Avenue intersection 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 and special event periods:

- 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 (20210113)

8. **Utilities.**

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

stp-107-066 (20080501)

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to maintain the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

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

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

Known utilities in the project are as follows:

Project 2160-05-71

AT&T Wisconsin does not have facilities within the project limits, so no work is required.

Everstream does not have facilities within the project limits and no conflicts exist.

Spectrum anticipates no conflicts with this work.

Verizon Business dba MCI Communications does not have conflicts within the project limits.

We Energies (Electric) does not anticipate conflicts.

We Energies (Gas) operates facilities within the project limits. There is a small sweep around proposed light poles located at 202 +30 25 LT - 202+40 25 LT and 203 +00 25 LT - 203+10 25 LT.

We Energies plans to relocate its facilities prior to the start of road construction. The estimated We Energies construction duration is 20 working days for installation work. Pole removals will follow and are dependent on telephone and cable TV removal of facilities from We Energies poles.

Project 2995-04-74

AT&T Wisconsin has communication facilities that run east west along the south side of Lincoln Avenue and facilities that run north south along the east side of the south leg of 92nd Street. Conflict SB-1–The AT&T Lincoln HH5016A Hand hole at Station14 + 55, 54' RT and locate marker is in conflict with SB-1. The facilities are to be relocated and removed along with fiber cables east and west along the south side of Lincoln Avenue. AT&T to repath the fiber through existing cables in conduit run and build tie-in facilities or laterals to the existing cabinet at approximately Station104 +36, 43' RT and to West Allis School District Building at 9333 Lincoln Avenue.

A potential conflict Storm Catch Basin Lateral 2B. AT&T is to pot hole to verify depth of conduit packages. The approximate location is Station 14+ 38, 25 RT and approximately Station 17 + 85, 28' RT.

A potential conflict Storm Catch Basin Lateral 3B. AT&T is to pot hole to verify depth of conduit package. The approximate location is Station 17 + 85, 25 RT and Station 17 + 85, 28' RT.

Relocation and pot holes of AT&T's facilities will be completed prior to construction. The relocations and pot holes estimated construction time is 60 working days.

Manhole Frame and Cover Adjustment–AT&T Lincoln MH5016 at Station15 + 25 L, 25' RT or Station105 + 66, 25 RT is to be adjusted during construction. Provide five working days minimum notice. Grade is to be set by the road contractor. Once concrete has cured, underpin, and tuck point. Coordinated adjustments are anticipated to take one to two working days per location.

Everstream has communication facilities that are in conflict with the project and will be relocated prior to construction. The existing facilities will be relocated west to avoid conflicts with the project. The existing conduit will be discontinued and will remain.

The Everstream relocation is expected to take five to ten days. Everstream will need three weeks to obtain approvals from the City of West Allis and WisDOT.

Spectrum anticipates no conflicts with this work.

TDS Metrocom LLC has facilities that run east-west along the south side of Lincoln Avenue.

At the 92nd Street and Lincoln Avenue intersection, TDS Metrocom LLC is proposing to expose 20 to 30 feet of its existing conduit at Station14+50 70L and 15+45 70L to shift the duct package away from the new signal bases at these locations. TDS is proposing to do this work during construction just prior to base installation.

The TDS Metrocom LLC adjustment is expected to take two days. TDS Metrocom LLC will need, at a minimum, five business days' notice in order to coordinate with their contractor.

Verizon Business dba MCI Communications does not anticipate conflicts within the project limits.

Station:14+48.05 is requesting a watch dog call during placement and excavation of traffic control pole. Due to proximity, Verizon GC requested to be reached out to for assistance in locating Telcom construction.

We Energies (Electric) does not anticipate conflicts.

We Energies (Gas) has no relocations. We Energies has gas valves within the project limits, these valve boxes will need to be adjusted as necessary during construction to match the final roadway and sidewalk elevation. We Energies staff will make the adjustment once final grade is established. Provide We Energies a 3-day notice for adjustments, contact dispatch at 1-800-261-5325. Adjustments are anticipated to take one to two working days.

See Article 14: "Notice to Contractor - We Energies Gas 9215 West Lincoln Avenue," for details on access to We Energies building in southwest corner of 92nd Street and Lincoln Avenue intersection.

Project 2995-05-77

AT&T Wisconsin has communication facilities within project limits and no relocations anticipated.

Manhole Frame and Cover Adjustment. AT&T Bluemound MH2029 at Station 14 + 77G, 16' LT or Station 305 + 20, 21 LT is to be adjusted during construction. Provide five working days minimum notice. Grade is to be set by road Contractor and upon concrete cure, underpin, and tuck point. Coordinated adjustments are anticipated to take one to two working days per location.

Everstream does not have facilities within the project limits and no conflicts exist.

Spectrum anticipates no conflicts with this work.

Verizon Business dba MCI Communications does not have conflicts within the project limits.

We Energies (Electric) does not anticipate conflicts.

We Energies (Gas) does not anticipate conflicts.

9. Work by Others.

Project 2995-04-74

West Allis West Milwaukee School District (WAWMSD) fiber runs on the north side of Lincoln Avenue for the entirety of the project limits. Make sure all fiber is located. When installing laterals, call for a watchdog request. Contact the following for a Watchdog: Excel Underground at 920-574-2924. All relocation work for WAWMSD is at the intersection of Lincoln Avenue and 92nd Street.

Station 14+62 L: Move the handhole 20 feet to the west at approximately 14+42L and place a new flush mount locate station. Extend existing duct using split duct to new handhole location. Handhole will need to be placed in sidewalk. Contractor will need to work with surveyor to provide proper final grade of handhole and make sure all proposed items are marked in field at the time of relocation.

Station 14+50L (southwest corner of intersection): Open the trench and move duct 1 foot west to avoid being placed directly under the traffic control cabinet. Contractor will need to work with surveyor or road construction crews to mark out proposed installations during relocation.

WAWMSD will work concurrently with construction crews for the most cost effective resolution. Since open trenching will be required for the move, it would be preferable to relocate while the sidewalk is removed in the area. The surveyor will need to help with the final grade placement of the handhole and be able to provide or mark any proposed facilities in the area of the relocation.

WAWMSD work is expected to take one business day. WAWMSD will need, at minimum, 10 business days notice of anticipated work. Contact Joel Mikulsky at 920-301-7901.

10. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

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

stp-107-001 (20060512)

11. Coordination with Businesses and Residents.

The department will arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and no further meetings will be required unless directed by the engineer. The department will arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least two weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

12. Notice to Contractor–Milwaukee County Transit System.

The Milwaukee County Transit System (MCTS) operates the bus line Route 76 (76th Street) within and/or directly adjacent to the construction limits for project 2160-05-71.

MCTS operates the following bus routes within and/or directly adjacent to the construction limits: Route 53 (West Lincoln Avenue), Route 54 (National Avenue/92nd Street) and Route 67 (92nd Street) for project 2995-04-74.

MCTS operates the following bus routes within and/or directly adjacent to the construction limits: Route 56 (60th Street/Greenfield Avenue) and Route 64 (60th Street) for project 2995-05-77.

Invite MCTS to all coordination meetings between the contractor, the department, local officials, and business stakeholders to discuss the project schedule of operations including vehicular and pedestrian access during construction operations.

Notify MCTS at least ten business days prior to beginning work. If necessary, MCTS will remove their existing bus stop shelters before work begins and reinstall bus stop shelters before new pavement opens to vehicular traffic. The contractor may remove bus stop standards and signs and stow nearby within the work zone during construction. MCTS will be responsible for the reinstallation of bus stop standards and signs, with the contractor granting access to MCTS personnel for the purposes reinstallation before new pavement opens to vehicular traffic.

MCTS contacts:

David Locher
Milwaukee County Transit System
1942 North 17th Street
Milwaukee, WI 53205
Phone: (414) 343-1727
dlocher@mcts.org

Melanie Flynn
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
Phone: (414) 343-1764
mflynn@mcts.org

13. Notice to Contractor–Sign Removal.

Contact Traci Gengler, City of West Allis, at 414-302-8372 at least five working days prior to the removal of existing signs within the project corridor.

The department assumes that all signs are in good condition prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged signs to the engineer. Removal includes disassembling the sign from the sign post.

Deliver removed signs to West Allis City Yard, 6300 West McGeoch Avenue, West Allis, WI 53219. Contact Traci Gengler, City of West Allis, at (414) 302-8372 at least five working days prior to delivery to make arrangements.

14. Notice to Contractor–Personal Property.

Pillars and the sprinkler system for the property at 9229 West Lincoln Avenue, West Allis, WI 53227 are to remain. Grading and removal activities shall avoid the pillars and sprinkler system.

15. Notice to Contractor–We Energies Gas, 9215 West Lincoln Avenue.

We Energies owns the property/building in the southwest corner of the 92nd Street and Lincoln Avenue intersection at 9215 West Lincoln Avenue. While access to the building is not required daily, access must be provided in the event of an emergency. Provide We Energies Gas a 24-hour phone number in case of emergency.

Depending on the type of emergency, We Energies Gas may be able to access the property/building by foot. However, if equipment failure is involved in the emergency, vehicle access may be required. Coordinate emergency access plan with We Energies Gas prior to beginning work. No additional compensation will be provided to coordinate and maintain We Energies Gas access to their property/building.

Do not dig over gas line without a watchdog, or prior approval. Utilize a steel plate if driving over the gas line is necessary. Restore any temporary access disturbed areas.

Invite We Energies Gas to all coordination meetings between the contractor, the department, local officials, and business stakeholders to discuss the project schedule of operations including vehicular and pedestrian access during construction operations.

Notify We Energies Gas at least 10 business days prior to beginning work.

We Energies Gas Contacts:

Ken Moutvic, We Gas Engineer
(262) 574-6067

Julie Simmons, We Property Management
(414) 221-2715 office
Julie.Simmons@we-energies.com

16. Notice to Contractor–High Voltage Electric Street Lighting

Contact Don Molleson, Electrical Superintendent, City of West Allis, at (414) 302-8873 office, or (414) 239-4751 cell, at least five working days prior to the removal of curb and gutter and/or sidewalk within the project corridor. Invite Don Molleson to all coordination meetings to discuss the project schedule of operations. No additional compensation will be provided to coordinate and maintain street lighting.

The city street lighting within the project limits contains multiple high voltage series circuits that must be maintained and operational throughout construction. Use caution and coordinate with Don Molleson to carefully expose conduit/wires and install new conduit as shown on the plan for the city to re-wire street lighting infrastructure.

The existing electrical wiring is buried at a relatively shallow depth just behind the back of curb in most locations. The removal of the curb and gutter and/or sidewalk is likely to result in damage to the existing wiring.

South 76th Street and West Becher Street

Conflicts are anticipated around all four radii. Install new street lighting conduit crossing on the south leg, as shown on the plans.

South 92nd Street and West Lincoln Avenue

The city is anticipated to rewire the street lights on the west and north legs of the intersection to connect to the new circuit installed along National Avenue in spring, prior to and during construction. Coordinate lighting progress and any conflicts with Don Molleson.

Conflicts are anticipated in the Southeast quadrant of the intersection. Install new street lighting conduit crossing on the east leg and along the new curb and gutter east of the intersection on both the north and south sides of Lincoln Avenue, as shown on the plans.

South 60th Street and West Greenfield Avenue

Conflicts are anticipated in the northeast and southeast corners of the intersection where sidewalk will be replaced, install street lighting conduit as shown on plans.

17. Erosion Control.

Supplement standard spec 107.20 with the following:

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide one copy of the ECIP to department and one copy of the ECIP to the WDNR Liaison (Kristina Betzold, 2300 North Dr. Martin Luther King Jr. Drive, Milwaukee, WI 53212, Tel: (414) 263-8517, Email: Kristina.Betzold@Wisconsin.gov). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilizer, and mulch, as designated by the engineer, within seven calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed and mulch.

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

Stockpile excess material or spoils on upland areas away from wetlands, floodplains, and waterways. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed and mulch.

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

18. Removing Concrete Surface Partial Depth, Item 204.0109.S.

A Description

This special provision describes removing a portion of concrete surfaces as the plans show and conforming to standard spec 204.

B (Vacant)

C Construction

C.1 Equipment

Use a machine that provides a surface finish acceptable to the engineer. Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes.

Use a machine that is equipped with electronic devices that provide accurate depth, grade and slope control, and acceptable dust control system.

C.2 Methods

Remove existing concrete to the depths as shown on the plan by grinding, planing, chipping, sawing, milling, or by using other methods approved by the engineer.

Perform the removal operation in such a manner as to preclude damage to the remaining pavement and results in a reasonable uniform plane surface free of excessive large scarification marks and having a uniform transverse slope.

The sequence of removal operations shall be such that no exposed longitudinal joints 2 inches or more in depth remain during non-working hours. Windrowing or storing of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

Removed pavement becomes the property of the contractor. Properly dispose of it as specified in standard spec 204.3.1.3.

D Measurement

The department will measure Removing Concrete Surface Partial Depth in area by the square foot of surface area removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0109.S	Removing Concrete Surface Partial Depth	SF

Payment is in full compensation for removing the concrete; and for disposing of materials.

stp-204-041 (20080902)

19. Abandoning Sewer, Item 204.0291.S.

A Description

This special provision describes abandoning existing sewer by filling it with cellular concrete as the plans show and conforming to standard spec 204 and standard spec 501 as modified in this special provision.

B Materials

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.4.1 for Type 1 Portland Cement. Provide sand meeting the requirements of standard spec 501.2.7.2. Provide water meeting the requirements of standard spec 501.2.6.

C Construction

Fill the abandoned sewer pipe with cellular concrete as the engineer directs. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

D Measurement

The department will measure Abandoning Sewer in volume by the cubic yard as specified in standard spec 109.1.3.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.

stp-204-050 (20210708)

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

A Description

A.1 General

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

Advanced Disposal Emerald Park Landfill
W124S10629 South 124th Street
Muskego, WI 53150
(414) 529-1360

Waste Management Orchard Ridge Landfill
W124 N9355 Boundary Road
Menomonee Falls, WI 53051
(866) 909-4458

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

A.2 Notice to the Contractor–Contaminated Soil Location

The department completed testing for soil contamination at locations within this project where excavation is required.

Testing indicated that petroleum-contaminated soil is present at the following location as shown on the plans:

Station 15+00G to 16+25G, from the reference line to 90 feet left of reference line, from approximately 12 to 16+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 5.8 CY (approximately 9.9 tons using a conversion factor of 1.7 tons per cubic yard). Groundwater at this location is contaminated with petroleum.

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

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

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

A.3 Excavation Management Plan

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

Name: Andrew Malsom
Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798
Phone: (262) 548-6705
Fax: (262) 548-6891
e-mail: andrew.malsom@dot.wi.gov

A.4 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation
Address: 150 N. Patrick Blvd., Ste. 180, Brookfield, WI 53045
Contact: Bryan Bergmann
Phone: (262) 901-2126 office, (262) 227-9210 cell
Fax: (262) 879-1220
e-mail: bbergmann@trccompanies.com

The role of the environmental consultant will be limited to:

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

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

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

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

A.5 Health and Safety Requirements

Add the following to standard spec 107.1:

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

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

The environmental consultant will periodically evaluate soil excavated from the contaminated area to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for

evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

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

If dewatering is required in an area of known contamination, water generated from dewatering activities may contain contaminants and require testing, special handling, temporary storage, and disposal. Contaminated groundwater may be discharged to the sanitary sewer with prior approval from the City of West Allis and the Milwaukee Metropolitan Sewerage District.

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

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

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

D Measurement

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

E Payment

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

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

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

21. QMP HMA Pavement Nuclear Density.

A Description

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

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

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

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

<http://www.atwoodsystems.com/>

B Materials

B.1 Personnel

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges according to CMM 8-15.2.
- (2) Furnish nuclear gauges from the department's approved product list at <https://wisconsin.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

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

B.3.2.2 Comparison Monitoring

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

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

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

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

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

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

- (1) If all subplot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a subplot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

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

B.5 Department Testing

B.5.1 Verification Testing

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

- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

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

stp-460-020 (20181119)

22. Install Conduit Into Existing Item, Item 652.0700.S.

A Description

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

B Materials

Use Conduit Rigid Nonmetallic Schedule 40 2-Inch or Conduit Rigid Nonmetallic Schedule 40 3-Inch as shown in plans and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the standard spec.

C Construction

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole for entering conduits at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void

area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

D Measurement

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

E Payment

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

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

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

stp-652-070 (20100709)

23. Electrical Service Meter Breaker Pedestal 76th Street & Becher Street, Item 656.0200.01; Electrical Service Meter Breaker Pedestal 92nd Street & Lincoln Avenue, Item 656.0200.02; Electrical Service Meter Breaker Pedestal 60th Street & Greenfield Avenue, Item 262.0200.03.

Append standard spec 656.2.3 with the following:

- (2) The contractor will be responsible for the electrical service installation request and application.
- (3) Electrical utility company service installation and energy cost will be billed to and paid for by the maintaining authority.
- (4) Install the cabinet base and meter breaker pedestal first, so the electrical utility company can install the service lateral. Install a 3-inch conduit from the point of service from the utility to the meter breaker pedestal. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electrical utility company.

Append standard spec 656.5 with the following:

- (8) Payment is full compensation for grading the service trench; replacing topsoil; and for fertilizing, seeding, and mulching to restore the disturbed area of the service trench.

24. Temporary Traffic Signals for Intersections, 60th Street & Greenfield Avenue, Item 661.0200.01.

Replace standard spec 661.2.1 (1) with the following:

Furnish and install all temporary traffic signal equipment as shown on the plans. All wood poles shall be plumb and level. Furnish control cabinet, controller, and control equipment. Provide a cabinet with a Corbin #2 door lock and an access door that allows placing the controller in emergency flash. Provide keys to the access door to the engineer and law enforcement agencies as required. Also provide a manual control accessible by the police. Provide primary and secondary temporary traffic signal contact names and phone numbers who will be responsible for implementing temporary traffic signal timing changes. The department may request traffic signal timing changes to an approved timing plan during the project. Implement any approved timing plan change within 24 hours upon notification of the change. Record the times of operation of the timing change and provide this information to the department.

Replace standard spec 661.2.1 (3) with the following:

Use existing underground electric service and meter breaker pedestal for the operation of the Temporary Traffic Signal. The contractor will be responsible for arranging any additional service

connection to the temporary signal. The contractor will pay for all Energy Costs for the operation of the Temporary Traffic Signal.

Furnish and install a generator to operate the temporary traffic signals for the times required to switch the existing permanent traffic signal over to the temporary traffic signal and for the time required to switch the temporary traffic signal back over to the permanent traffic signal.

Replace standard spec 661.3.1(2) with the following:

Request a signal inspection of the completed temporary traffic signal installation to the engineer at least five working days prior to the time of the requested inspection. Notify the city Engineering Department at (414) 302-8360 to coordinate the inspection. City electrical personnel will perform the inspection.

Replace standard spec 661.3.2.2(2) with the following:

Install the tether wire at 20 to 22 feet over the roadway for west and south legs of the 60th Street and Greenfield Avenue intersection. Install the tether wire at 17 to 19 feet over the roadway for east and north legs of the 60th Street and Greenfield Avenue intersection.

Replace standard spec 661.3.2.4(1) with the following:

Install the span wires free of any splices or kinks. Install the span wire mounted signal faces so the bottom is a maximum of 22 feet above the roadway (minimum height is 20 feet) for west and south legs of the 60th Street and Greenfield Avenue intersection. Install the span wire mounted signal faces so the bottom is a maximum of 19 feet above the roadway (minimum height is 17 feet) for east and west legs of the 60th Street and Greenfield Avenue intersection. Compute the vertical height of the span wire on the span pole using the following formula:

$$HD (0.05) + RC + HH = SH$$

Replace standard spec 661.5(2) with the following:

Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, operating, maintaining, and repairing the complete temporary installation, and for removal. Payment also includes the following:

1. Furnishing and installing the replacement equipment.
2. All utility charges for installation, disconnection, and energy service through project completion
3. The cost of delivery and pick-up of the cabinet assemblies.
4. Traffic signal timing change requests from the department.

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks and coarse aggregate; excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; properly disposing of surplus materials; making inspections; and cleaning up and properly disposing of waste.

**25. Traffic Signal Face 3S 12 Inch, Item 658.0173;
Traffic Signal Face 4S 12 Inch, Item 658.0174.**

Replace standard spec 658.2(2) with the following:

Furnish materials from the QPL as follows:

1. Traffic signal faces including signal housing, reflective backplates and LED modules.
2. Pedestrian signal faces including signal housing and LED modules.
3. Pedestrian push buttons.
4. Signal mounting hardware.

Replace standard spec 658.2(3) with the following:

For traffic signal faces: furnish signal housings, visors, LED modules, reflective backplates, and cut away or tunnel type visors as the plans show.

26. Section Corner Monuments Special, Item SPV.0060.01.

A Description

Coordinate with Southeastern Wisconsin Regional Planning Commission (SEWRPC) for the perpetuation and replacement of section corner (Public Land Survey System [PLSS]) monuments.

B Materials

SEWRPC will provide a pre-cast concrete monument or brass disk to be used to mark the PLSS corner.

Furnish base aggregate dense materials that conform to standard spec 305 and concrete, asphalt, topsoil, or other materials depending on the surface surrounding the corner.

C Construction

SEWRPC will perpetuate existing section corner monument. The contractor is responsible for coordinating with SEWRPC and the engineer throughout the perpetuation and replacement process. The engineer will contact SEWRPC at (262) 953-4295 at least two weeks before starting construction operations or the preconstruction meeting to allow for section corner monument perpetuation.

The contractor must excavate and completely remove the existing monument. The contractor is responsible for providing a backfilled 3 to 4-foot-deep hole where existing monument was removed. The contractor is responsible for coordinating the materials and methodology to complete the construction of the surface surrounding the monument. This may include, but is not limited to, a 2-foot by 2-foot "box out" or 24-inch-diameter core hole in concrete, asphalt pavement/paving rings, coring to facilitate poured in place monuments, topsoil, seed and mulching, or other materials or methodologies as agreed to by the contractor and SEWRPC.

Contact Information:

Attn: John Washburn
Southeastern Wisconsin Regional Planning Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607
Phone (262) 953-4295
Fax (262) 547-1103
E-mail: jwashburn@sewrpc.org

D Measurement

The department will measure Section Corner Monuments Special by the 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	Section Corner Monuments Special	EACH

Payment is full compensation for all excavating; removal of existing monument, placing and compacting backfill material; disposing of surplus materials; concrete or asphalt material; finishing of roadway or other surfaces; and for all coordination with SEWRPC.

621-SER1 (20080714)

27. Field Facilities Office Space, Item SPV.0060.02.

A Description

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

B Materials

Provide Field Facilities Office Space conforming to standard spec 642.2.1 except delete paragraphs (1), (7), and (9).

Replace standard spec 642.2.1(4) with the following:

Provide and maintain suitable interior sanitary facilities conforming to State and local health requirements, in clean and good working condition, and stock with sanitary supplies for the duration of the contract. Furnish office space in an existing office building or existing building converted to office space with a minimum of 600 square feet. The facility shall have no fee parking with a minimum parking for 10 cars. The space shall include a meeting room with a minimum of 150 square feet. The exterior door(s) shall have locks in good working order and keys provided for all field staff. The office space shall be located within 2 miles of the construction project.

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

1. Three suitable office desks with drawers and locks.
2. Three ergonomically correct office chairs in working condition with at a minimum: 5-legged base with casters, seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge, and high backrest with no arms or adjustable arms.
3. Four 6-foot folding tables.
4. One 10-foot folding table.
5. Three 2-drawer file cabinets.
6. Three 4-shelf bookcases.
7. Ten folding chairs.

Provide for the professional cleaning of the field office during regular business hours twice monthly. Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, snow, and wind-driven debris. Provide regularly scheduled recycling and waste pick-up.

C Construction

Conform to standard spec 642.3, except delete paragraph (2).

D Measurement

The department will measure the Field Facilities Office Space as each office, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Field Facilities Office Space	EACH

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

The department will pay for the cost of telecommunications usage fees incurred by department staff.

28. Utility Line Opening (ULO), Item SPV.0060.03.

A Description

This work consists of excavating to uncover utilities for the purpose of determining elevation and potential conflicts as shown on the plans or as directed by the engineer.

B (Vacant)

C Construction

Perform the excavation in such a manner that the utility in question is not damaged.

Perform the utility line openings as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Provide utility line openings with a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Notify the utility engineers or their agents of this work a minimum of three working days prior to the work so they may be present when the work is completed. Do not perform utility line openings without the approval of the engineer.

D Measurement

The department will measure Utility Line Opening (ULO) as each individual ULO, 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.0060.03	Utility Line Opening (ULO)	EACH

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

Existing pavement removal necessary to facilitate utility line openings will be considered part of or paid for under Utility Line Openings. Replacement pavement, concrete curb, gutter, and sidewalk items will be considered separate from Utility Line Openings and will be measured and paid for separately.

**29. Remove Traffic Signals 76th Street & Becher Street, SPV.0060.04;
Remove Traffic Signals 92nd Street & Lincoln Avenue, SPV.0060.05;
Remove Traffic Signals 60th Street & Greenfield Avenue, SPV.0060.06.**

A Description

This special provision describes removing existing traffic signals at the intersections of 76th Street and Becher Street, 92nd Street and Lincoln Avenue, and 60th Street and Greenfield Avenue according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

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

Contact Don Molleson, City of West Allis, at (414) 302-8873 at least five working days prior to the removal of the traffic signals to determine which items are to be salvaged and returned to the city. All other items are to be disposed of by the contractor. Complete the removal work as soon as possible following shut down of this equipment.

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

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm, or pole. Ensure that all access hand hole doors and all associated hardware remain intact. Remove the signal cabinet from the footing. Dispose of the underground signal cable, internal wires, street lighting cable, and dispose of detector lead-in cable including loop wire for abandoned loops. Contact Don Molleson, City of West Allis, at (414) 302-8873 at least five working days prior to delivery of salvaged materials to make arrangements. Deliver the salvaged materials to the West Allis City Yard, 6300 West McGeoch Avenue, West Allis, WI 53219.

D Measurement

The department will measure Remove Traffic Signals as each individual ULO, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Remove Traffic Signals 76th Street & Becher Street	EACH
SPV.0060.05	Remove Traffic Signals 92nd Street & Lincoln Avenue	EACH
SPV.0060.06	Remove Traffic Signals 60th Street & Greenfield Avenue	EACH

Payment is full compensation for removing and disassembling traffic signals; scrapping of some materials; disposing of scrap material; and delivering the requested materials to the city.

30. Internal Sanitary Manhole Seal, Item SPV.0060.07.

A Description

This special provision describes the installation of Internal Sanitary Manhole Seals.

B Materials

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Supply internal sanitary manhole seals manufactured by Cretex with the following specs:

1. Cretex 26" LSS 0-6 Internal Chimney Seal Part No. 092845; or
2. Cretex 26" LSS 6-12 Internal Chimney Seal Part No. 092855; or
3. Cretex 26" LSS 12-18 Internal Chimney Seal Part No. 092865; or
4. Cretex 26" LSS 18-24 Internal Chimney Seal Part No. 092834; or
5. Pre-approved equal.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum.

Install seals in all sanitary manholes upon completion of the pavement.

D Measurement

The department will measure Internal Sanitary Manhole Seal by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Internal Sanitary Manhole Seal	EACH

Payment is full compensation for furnishing and installing all materials necessary to complete the contract work.

31. Sanitary Manhole Frame With Solid Gasketed Lid, Item SPV.0060.08.

A Description

This special provision describes furnishing and installing a Sanitary Manhole Frame with Gasketed Lid. New frames shall be supplied by the contractor for all manholes that require rebuilding.

B Materials

Supply Neenah Type R-1661-2001 (Frame) with Neenah Type R-1661-0010 (Heavy Duty Solid Gasketed Lid) or approved equal. Note that the lids are a special-order item. If a shallow frame is needed, use Neenah Type R-1661-2003, or approved equal.

C Construction

The manhole frame and gasketed lid shall be installed as shown on the plan. The contractor shall remove the existing manhole frames and return them to the Department of Public Works yard at 6300 West McGeoch Avenue, West Allis WI 53219.

D Measurement

The department will measure Sanitary Manhole Frame with Gasketed Lid by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Sanitary Manhole Frame With Gasketed Lid	EACH

Payment is full compensation for installing and furnishing all materials; for, sawing, excavating, and disposal of surplus material.

32. Sanitary Manhole Abandonment, SPV.0060.09.

A Description

This special provision describes a Sanitary Manhole Abandonment.

B Materials

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Sanitary Manhole Abandonment by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Sanitary Manhole Abandonment	EACH

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

33. Building Sanitary Sewer Reconnect, 6-Inch, Item SPV.0060.10.

A Description

This special provision describes the construction of Building Sanitary Sewer Reconnect, 6-Inch.

B Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material and backfill to complete the reconnection as specified in the plans.

Flexible couplings with stainless steel shear ring and clamps meeting ASTM C 1173 standards shall be used to connect existing clay pipe to new PVC pipe. PVC couplings shall be used to connect existing PVC pipe to proposed PVC pipe. All couplers shall be approved by the engineer before installation.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

In-line wye connections shall be installed on sanitary sewer relays to reconnect existing sanitary sewer laterals presently in service and/or as directed by the engineer. The lateral locations designated in the plan are shown to the best of city records and actual locations may vary. The exact location of the laterals shall be determined by the contractor as the existing services are exposed. Existing laterals shall be reconnected using appropriate bends and approved adapters as directed by the engineer.

The contractor shall inspect the existing lateral at the connection point to verify that pipe is in good condition and free of obstruction and report the inspection to the engineer prior to making the final connection.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Building Sanitary Sewer Reconnect, 6-Inch by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Building Sanitary Sewer Reconnect, 6-Inch	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, backfill and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work. Payment includes up to 6 feet of incidental pipe to reconnect to existing sewer lines.

34. Building Sanitary Sewer Riser C-900 Reconnect, 6-Inch, Item SPV.0060.11.

A Description

This special provision describes the construction of Building Sanitary Sewer Riser C-900 Reconnect, 6-Inch.

B Materials

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material, and backfill to complete the reconnection as specified in the plans.

Flexible couplings with stainless steel shear ring and clamps meeting ASTM C 1173 standards shall be used to connect existing Clay pipe to new PVC pipe. PVC couplings shall be used to connect existing PVC pipe to proposed PVC pipe. All couplers shall be approved by the engineer before installation.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Risers shall be installed on sanitary sewer relays to reconnect existing sanitary sewer laterals presently in service and/or as directed by the engineer as shown on the plan detail. The lateral locations designated in the plan are shown to the best of city records and actual locations may vary. The exact location of the laterals shall be determined by the contractor as the existing services are exposed. Existing laterals shall be reconnected using appropriate bends and approved adapters as directed by the engineer.

The contractor shall inspect the existing lateral at the connection point to verify that pipe is in good condition and free of obstruction and report the inspection to the engineer prior to making the final connection.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Building Sanitary Sewer Riser C-900 Reconnect, 6-Inch by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Building Sanitary Sewer Riser C-900 Reconnect, 6-Inch	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, backfill and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work. Payment includes up to 6 feet of incidental pipe to reconnect to existing sewer lines.

35. Catch Basin Special, Item SPV.0060.12.

A Description

This special provision describes the construction catch basins as shown on plans.

B Materials

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, with the latest edition of The City of West Allis Addendum.

See "Inlet Covers Type R with Special Grate No. 1" regarding materials for catch basin frames.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, with the latest edition of The City of West Allis Addendum (See figure V-117).

D Measurement

The department will measure Catch Basin Special as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Catch Basin Special	EACH

Payment is full compensation for removing existing Catch Basin; providing all materials, including all masonry, conduit, and sewer connections, steps, and other fittings; all excavation, backfilling, disposing of surplus material; and for cleaning out and restoring the work site.

36. Storm Structure Miscellaneous Inside Repair, Item SPV.0060.13

A Description

This special provision describes Storm Structure Miscellaneous Inside Repair.

B Materials

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum.

C Construction

Remove and replace all loose mortar and deteriorated brick from within the structure. Tuckpoint necessary parts of the structure and/or pipes as directed by the plans or the engineer.

D Measurement

The department will measure Storm Structure Miscellaneous Inside Repair as each individual structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Storm Structure Miscellaneous Inside Repair	EACH

Payment is full compensation for furnishing and placing all materials, including all masonry, disposing of surplus material, and for cleaning out and restoring the work site.

37. Building Storm Sewer Reconnect, 6-Inch, Item SPV.0060.14.

A Description

This special provision describes the construction of Building Storm Sewer Reconnect, 6-Inch.

B Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material, and backfill to complete the reconnection as specified in the plans.

The new reconnector pipe shall be SDR 35 PVC pipe meeting ASTM D3034 standards, for various pipe sizes, as indicated on the plan.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

The lateral locations designated in the plan are shown to the best of city records. The exact location of the laterals shall be determined by the contractor as the existing services are exposed. The contractor shall inspect the existing lateral at the connection point to verify that pipe is in good condition and free of obstruction and report the inspection to the engineer prior to making the final connection.

A core into the new mainline storm sewer will be required. Flexible couplings with stainless steel shear ring and clamps meeting ASTM C 1173 standards shall be used to connect existing clay or concrete pipe to new PVC pipe. PVC couplings shall be used to connect existing PVC pipe to proposed PVC pipe. All couplers shall be approved by the engineer before installation.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Building Storm Sewer Reconnect, 6-Inch by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Building Storm Sewer Reconnect, 6-Inch	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, coring, and backfill.

38. Valve, 12-Inch, Item SPV.0060.15.

A Description

This special provision describes Valve 12-Inch.

B Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Supply the 12-inch butterfly valve and valve box. Valves shall be Mueller B-3211, M & H 450, Pratt Groundhog, or approved equal. Approved equals shall meet the requirements listed in the addendum. Butterfly valve boxes shall be 6850 screw type, manufactured by Tyler, or pre-approved equal.

The approved butterfly valve adaptor is "Butterfly Valve Adaptor," manufactured by Adaptor, Inc., or an approved equal.

C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Install 12-Inch Valve and valve box as designated on plans.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Valve 12-Inch by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Valve 12-Inch	EACH

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

**39. Hydrant #1, Item SPV.0060.16;
Hydrant #2, Item SPV.0060.17.**

A Description

This special provision describes furnishing and installing hydrants at locations identified in the plans.

B Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, fittings, polyethylene wrap, pipe bedding material, and backfill as specified in plans.

Supply the hydrant, 6-inch valve, and valve box. Hydrants shall be Kennedy Guardian, Mueller Centurian A-423, Clow Medallion, or approved equal. Approved equals shall meet the requirements listed in the addendum. 6-inch valves shall be Kennedy 157, Mueller C-2360, Clow F6111, or approved equal. Approved equals shall meet the requirements listed in the addendum. Gate valve boxes shall be 6860 screw type, manufactured by Tyler, or pre-approved equal. The approved gate valve adaptor is "6 Base Multi-Fit Adaptor," manufactured by Adaptor, Inc., or an approved equal.

All hydrants from 1997 or newer shall remain the property of the City of West Allis. The water department will pick these hydrants up.

C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Install hydrant, 6-inch valve, valve box, and water main pipe required to connect to the main, as specified on the plan. The standard placement of the hydrant is 4 feet behind the proposed face of curb or just in front of walk where the terrace is less than 4 feet wide. The existing hydrant shall be removed after the new hydrant is in service.

The contractor shall install hydrants with the steamer nozzle section perpendicular to the street where practical. The cost of modifying the hydrants shall be included in the unit price bid for installing hydrants. The contractor shall be responsible for installing the hydrant so that the center of the lowest nozzle, the steamer nozzle, is a minimum of 18 inches from the plan grade (top of curb grade) and no greater than 24 inches from the plan grade. In addition, the flange of the hydrant should not be below grade. The contractor shall be responsible for tightening nuts and bolts on all valves and hydrants in this contract.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum. Install at locations designated on the plan sheets.

D Measurement

The department will measure Hydrant by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Hydrant #1	EACH
SPV.0060.17	Hydrant #2	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

40. Adjust Water Valve Box, Item SPV.0060.18.

A Description

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all City of West Allis water service boxes and water valve boxes located within the project limits.

B Materials

Supply risers or sliding/screw type adapters, and new lids, as needed. Approved adapters are manufactured by Bingham & Taylor. Other manufactures may be allowed, if approved by the West Allis Water Department. If there is contractor damage, the city no longer supplies contractors with water facility materials. If replacement is necessary, valve boxes shall be a 6860 screw type, manufactured by Tyler, or approved equal.

All material for the adjustment of these facilities shall meet City of West Allis specifications.

C Construction

Contact the City of West Allis Water Department (414) 302-8830 prior to the start of construction. The city will locate, mark, inspect, and repair water service boxes and water valve boxes within the limits of the project prior to commencement of work on the project. The main contact for the City Water Division is Mike Brofka at (414) 302-8827 office or (414) 312-0459 mobile. Continually maintain water identification markings during the progress of the work.

Adjust all water service boxes and water valve boxes within the project limits to proposed elevations by using materials meeting Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition with the 2020 City of West Allis Addendum.

Adjust water valve boxes up and down as required by contractor operations. Set all water valve boxes to finished grade after binder and prior to installation of the surface course. Set the finished valve box in a plumb, vertical position flush with the pavement. Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum.

Throughout the duration of the project, ensure that all water service boxes, and water valve boxes are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces.

Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility. Protect the top section of the box from damage or breaking. The city no longer supplies contractors with water facility materials. Supply materials for repairing any damaged facilities. If the top section is damaged, use an approved slider or screw type adapter that extends enough to cover any broken area along the water valve box and supply a new lid as needed. Or, if the top section is replaced, the valve box shall be a 6860 screw type, manufactured by Tyler, or approved equal.

Upon completion of the paving, verify all water service boxes and water valve boxes have been adjusted.

Upon completion of the paving, the City of West Allis Water Department will inspect all water facilities to ensure the water boxes are clean, properly aligned, accessible, and functional. If the city determines the valve is inoperable due to displacement of faulty adjusting or lack of protection, the contractor will be required to perform all work necessary to correct the condition and make the valve operational at his own expense and with five days of notification by the city.

D Measurement

The department will measure Adjust Water Valve Boxes as each unit, acceptably completed, regardless of the number and amount of adjustments made to the valve box.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Adjust Water Valve Boxes	EACH

Payment is full compensation for furnishing and installing all required materials, excavation, backfilling, disposal of surplus materials, water box adjustments, water box clean-out, and restoration of the work site.

41. **S. 93rd St. Water Main Connection, 12", Item SPV.0060.19;**
S. 92nd St. Water Main Connection, 12", Item SPV.0060.20;
Water Main Connection, 12", Item SPV.0060.21.

A Description

This special provision describes the installation of the Water Main Connections, 12-Inch.

B Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

Install at locations designated in the plan.

D Measurement

The department will measure each Water Main Connection, 12-Inch by each unit, acceptably completed. The linear footage of Ductile Iron Water Main may vary by up to 6 linear feet.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	S. 93 rd St. Water Main Connection, 12"	EACH
SPV.0060.20	S. 92 nd St. Water Main Connection, 12"	EACH
SPV.0060.21	Water Main Connection, 12"	EACH

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

42. Water Main Abandonment, 6", SPV.0060.22.

A Description

This special provision describes abandoning a 6-Inch cross connection on the water main.

B Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, fittings, polyethylene wrap, pipe bedding material and backfill as specified in plans.

C Construction

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Cut and remove the existing 6-inch water main. Furnish and install 6-inch plug on the existing 6-inch cross. The price of the Water Main Abandonment shall include the cost of the installation and any incidentals required to complete the abandonment of the south connection to the 6-inch cross.

Backfill shall be consolidated by flooding as described in Section 2.6.14 the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Water Main Abandonment by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	Water Main Abandonment, 6"	EACH

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

43. Traffic Signal Controller & Cabinet, Item SPV.0060.23.

A Description

This work consists of furnishing and installing traffic signal controller(s) and cabinet(s) as shown on the plans and as hereinafter provided.

Provide shop drawings for Traffic Signal Controller & Cabinet to be approved by City of West Allis prior to ordering equipment.

The traffic controllers and cabinets at the intersection shall include any necessary provisions to accommodate fiber optic interconnect.

Submit two copies of the following to the City of West Allis: Detection wiring diagrams, cable and routing diagrams, pole to pull box wiring diagrams, conductor layout standards, and the associated head arrangements and other pertinent details.

Equipment will be examined, and tests will be performed to ensure that proper and sufficient equipment is furnished as is required to complete the signal plan operation and sequence in compliance with the intent of the contract specifications.

All testing and equipment examination shall be in the presence of the contractor's representative furnishing the equipment. The contractor's representative will be notified of any needed modifications or corrections to be accomplished by the contractor.

Do not install the cabinet until it is in proper working order and approved by City of West Allis personnel or their designee.

After the contractor has mounted the cabinet on the cabinet foundation, it shall connect all the field wiring inside the controller cabinet and test the signal circuits for correct operation. Connect and test the signal circuits outside the controller cabinet as directed by the engineer. Connecting and testing signal circuits shall be considered part of this item of work.

The controller shall be a fully traffic actuated, solid state, digital microprocessor controller, capable of providing the number and sequence of phases, overlaps, and any special logic as described herein and shown on the accompanying plan. The controller shall provide a functional Ethernet port. The controller shall be an Eagle/EPAC M60 series controller.

The controller shall be fully programmed and shall be mounted in a control cabinet to operate as a complete and functioning intersection traffic signal control system. The equipment items included shall be, but not necessarily limited to, cabinet, microprocessor controller, monitor, detector amplifiers, power supply, power distribution panel, interior cabinet wiring, and other associated electrical and electronic equipment interior to the control cabinet that is necessary to provide the type of operation described in these specifications.

Provide dual ring, programmable for both single and dual entry concurrent timing, eight-phase frame or equivalent. Provide volume density and pedestrian timing for all phases. Provide MUTCD flashing capability. All controls shall be according to the accompanying plans and with NEMA Standards Publication No. TS2-2003.

The intersection controller unit shall be capable of up to 8-phase operation plus four programmable overlaps regardless of whether preemption, coordination or the special programming is used. Wire the intersection cabinet for a minimum of 12 and include 12 three circuit load switches.

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

B Materials

Electrical and Operational Aspects

Buffering: All logic circuit inputs shall be internally buffered to withstand transients and noise, such as might result from normal usage, without damage to any mechanism components.

Timing Features: All controller timing parameters shall be fully programmable from the front panel using switches and/or keyboard inputs, and memory storage features shall be nonvolatile under power off conditions for at least 30 days. The locking, nonlocking detection mode and recall switches shall also be accessible on the frontpanel.

Minimum Green Timing: The passage timer shall time concurrently with the minimum green timer, so that the duration of the minimum green time is directly adjustable and is independent of the passage time setting.

Dual Ring Timing: In the dual ring application, no more than two phases shall be permitted to time concurrently, and no more than one phase per ring. The controller shall provide barrier protection against concurrent timing of two conflicting phases; no phases assigned to one side of the barrier shall be permitted to time concurrently, if a conflict will occur. The controller shall service calls on a single entry basis, and both rings shall cross the barrier simultaneously according to the following logic:

Phases timing concurrently shall terminate simultaneously if both have a gap out due to excessive time between actuations.

Phases timing concurrently shall terminate simultaneously if both have a maximum time out.

In the event that one phase has not achieved a gap out or maximum time out, the other gapped out phase shall be Permitted to leave the gapped out condition and retime an extension when an actuation is received.

Manual (Police) Control: If manual control is used, actuation of the manual control shall permit manual advance of the Walk, Pedestrian Clearance, and Green interval terminations only. Manual termination of Yellow or All Red clearance intervals shall not be permitted.

Red Revert: An adjustable red revert control shall be provided to assure adequate red display when recycling a phase during call-away or red rest mode operation. A call for service to a different phase shall be preceded by an all-red clearance interval, as programmed.

Coordination: The controller shall be capable of operation in progressive coordination systems and mutual coordination and shall contain, but not be limited to, the following external inputs, with all functions brought out:

- Vehicle/Pedestrian Detectors
- Pedestrian Omit per phase per phase
- Hold per phase
- Phase Omit per phase
- Internal Maximum Inhibit per ring
- Omit Red Clearance per ring
- Red rest per ring
- Maximum II per ring
- Force-Off per ring
- Stop Timing per ring
- Manual Control per controller
- Select Minimum Recall
- External Start per controller per controller
- Semi-Mode per controller

Minimum Safe Timings Control: Controllers shall not accept any operator input or stored timing parameters that would result in intervals shorter than the following:

1. Yellow Clearance—3.0 seconds
2. Minimum Walk—4.0 seconds
3. Minimum Pedestrian Clearance—6.0 seconds

At the beginning of each of the above intervals, the controller shall check the previously stored data against these minimums. If an operator attempts to load an incorrect timing parameter, the controller unit shall output a unique error code on the front panel display. As an alternate to minimum timing control, a coded keyboard entry security feature may be provided.

Indicator Lights and Switches: Indicator lights shall be provided to show the status of each signal phase on. Indicator lights shall also be used to show interval status, phase termination information, and presence of vehicular and pedestrian calls for each phase. An indicator light shall also be provided to show the status of the backup battery charging circuit.

The controller shall have an on off switch and fuse for AC power.

Data Display: The data panel shall be a removable handheld unit. The panel shall contain a display panel consisting of light-emitting diode (LED) display characters. The face of the display shall be scratch, chemical, and solvent resistant. In the case of writing data or parameters into the controller there shall be a visual indication that the data has been accepted. The number of characters shall be adequate to read or write all data and parameters in decimal format together with a data descriptor in either alpha numeric format, or thumbwheel switch display. A data key shall be provided.

Diagnostic Program: A diagnostic program shall be prepared by the manufacturer of the controller unit which will demonstrate the proper operation of all the inputs, outputs, controls and indicators in the controller, and shall have visual conformation on the front panel. The diagnostic program shall be either resident in the controller or furnished as a separate plug in module. A flow chart and listing of the diagnostic routine shall be furnished with the controller unit.

Preemption

General: These specifications detail a preemptor program for use with 2 through 8 phase actuated controller.

The preemptor shall be capable of being adaptable to meet the various types of applications such as railroad, fire station, and bridge preempts.

The preemptor shall be internal to the controller and shall not alter controller capability or interchangeability under normal operation. The preemptor shall be completely programmable by the user.

Preempt Program

Preempt Registration: The preempt call input shall initialize preempt registration and start preempt sequence unless a priority call input is activated, which would treat the current controller preemptions state as normal operation and reinitiate call registration.

Preempt Delay: As soon as the preempt call is registered, the preempt delay will begin timing, unless preempt delay is set zero or preempt delay omit was active during preempt call registration. Delay shall be programmable from 0 to 255 seconds minimum.

As soon as preempt delay is timed out, current running phases not next to be common in preempt sequence are cleared. If the running phases are green and must be cleared, special programmable values of minimum green, walk, and pedestrian intervals will time normal times. Concurrently a special preempt clearance is generated. This clearance is designed for advance track signals and any overlaps that may be green and require yellow clearance.

Entry Clearance Phase(s) Select: Two sequential phases or phase pairs shall be available to be run as programmable fixed time intervals as an entry sequence. Two entry options shall be available, each programmable. The entry sequence shall be capable of being omitted entirely.

Dwell Sequence: After the entry sequence, the preemptor shall enter the dwell sequence. During the dwell sequence, the controller shall cycle between selected phases on a pre-timed or actuated basis. Pedestrian phasing may be normal or omitted entirely. When the dwell sequence is entered, a preempt dwell output shall be generated. The preemptor shall remain in dwell for the length of the dwell extension timer which shall be capable of being held in reset by the preempt call input. Dwell extension shall be omissible by setting the timer to zero.

Exit Sequence: After leaving dwell, the controller shall enter one or two programmed exit phases(s) or phase pairs sequences. The sequence will time programmed minimum green and place a vehicle call on all phases not omitted. After timing exit phase minimum green, the controller shall time and sequence normally.

Time Base Coordination; These specifications detail a Time Base Coordinator program for use with 2 through 8 phase actuated controller.

The units shall allow traffic control equipment to be coordinated without requiring the use of interconnection cables. The units shall coordinate traffic control equipment based on signals from a precise time base which will allow output control signals to be changed at the proper pre-programmed time to achieve the coordinated operation of an intersection with other intersections or the desired operation of an isolated intersection. The coordinators may also use a programmer for a master intersection controller which in turn is interconnected with secondary intersection controllers. The units shall also be capable of providing a command for MUTCD flash, and shall allow a full year

program to be initiated and carried out without the necessity of field adjustment for anticipated special events, etc.

The time base coordinator shall be internal to the controller and shall not alter controller capability or interchangeability under normal operation. The time base coordinator shall be completely programmable by the user.

Monitoring

A conflict monitor meeting the following requirements shall be provided:

General: Each cabinet assembly shall be wired to operate with one Malfunction Management Unit (MMU). The MMU shall be a Type 16.

This specification sets forth the minimum requirements for a shelf-mountable, sixteen channel, solid-state MMU. The MMU shall meet, as a minimum, all applicable sections of the NEMA Standards Publication No. TS2-2003. Where differences occur, this specification shall govern.

1) **Monitoring Functions:** The following monitoring functions shall be provided in addition to those required by the NEMA Standard Section 4.

- a. **Dual Indication Monitor:** Dual Indication monitoring shall detect simultaneous input combinations of active Green (Walk), Yellow, or Red (Don't Walk) field signal inputs on the same channel. In Type 12 mode, this monitoring function detects simultaneous input combinations of active Green and Yellow, Green and Red, Yellow and Red, Walk and Yellow, or Walk and Red field signal inputs on the same channel.

When voltages on two inputs of a vehicle channel are sensed as active for more than 450 msec, the MMU shall enter the fault mode, transfer the OUTPUT relay contacts to the Fault position, and indicate the DUAL INDICATION fault. The MMU shall remain in the fault mode until the unit is reset by the RESET button or the EXTERNAL RESET input. When voltages on two inputs of a vehicle channel are sensed as active for less than 200 msec, the MMU shall not transfer the OUTPUT relay contacts to the Fault position.

When operating with Port 1 communications enabled, Bit #68 (Spare Bit #2) of the Type #129 response frame shall be set to indicate a Dual Indication fault has been detected.

Dual Indication Monitoring shall be disabled when the RED ENABLE input is not active.

Dual Indication Programming Programming shall be provided to enable the Dual Indication monitoring function for the Green and Red, Green and Yellow, and Yellow and Red combinations for each individual channel. In the Type 12 mode, the Walk inputs shall be logically OR'ed with the Green inputs for purposes of Dual Indication programming.

- b. **Field Check Monitoring:** The Field Check Monitor function shall provide two modes of operation, Field Check Fault, and Field Check Status.

Field Check Monitoring shall be disabled when the RED ENABLE input is not active.

- i. **Field Check Monitor:** In the Field Check Fault mode, when the field signal input states sensed by the MMU does not correspond with the data provided by the Controller Unit in the Type #0 message for 10 consecutive messages, the MMU shall enter the fault mode, transfer the OUTPUT relay contacts to the Fault position, and indicate the FIELD CHECK FAIL fault. Bit #67 (Spare Bit #1) of the Type #129 response frame shall be set to indicate a Field Check fault has been detected. The MMU shall remain in the fault mode until the unit is reset by the RESET button or the EXTERNAL RESET input.
- ii. **Field Check Status:** The Field Check Status mode shall work in combination with the other fault monitoring functions of the MMU. When a Conflict, Red Fail, Clearance Fail, or Dual Indication Fail triggers the MMU, the Channel Status Display and Fault Status Display shall correspond to that detected fault. If Field Check errors were detected while the fault was being timed, the inputs on which the Field Check errors were detected shall be reported on the Channel Status display. Bit #67 (Spare Bit #1) of the Type #129 response frame shall also be set to indicate Field Check errors have been detected.
- iii. **Field Check Programming:** Programming shall be provided to enable the Field Check monitoring function for each Green, Yellow, and Red input individually.

Programming shall be provided to enable the Field Check monitoring function for channel 2, 4, 6, and 8 Walk input individually when operating in the Type 12 with SDLC mode.

- c. **Recurrent Pulse Monitoring:** The Signal Monitor shall detect Conflict, Red Fail, and Dual Indication faults that result from intermittent or flickering field signal inputs. These recurring pulses shall result in a latching fault with the RECURRENT PULSE STATUS indicated along with the resulting Conflict, Red Fail, or Dual Indication status. An option shall be provided to disable the RP detect function for testing purposes.

When operating with Port 1 communications enabled, Bit #69 (Spare Bit #3) of the Type #129 response frame shall be set to indicate a Recurrent Pulse status has been detected.

- d. **External Watchdog Monitoring:** The MMU shall provide the capability to monitor an optional external logic level output from a Controller Unit or other external cabinet circuitry. If the MMU does not receive a change in state on the EXTERNAL WATCHDOG input for 1500 msec (± 100 msec), the MMU shall enter the fault mode, transfer the OUTPUT relay contacts to the Fault position, and indicate the WATCHDOG fault. The MMU shall remain in the fault mode until the unit is reset by the RESET button or the EXTERNAL RESET input. An MMU Power Failure shall reset the WATCHDOG fault state of the monitor. The EXTERNAL WATCHDOG input shall be wired to connector MSB-S.

When operating with Port 1 communications enabled, Bit #70 (Spare Bit #4) of the Type #129 response frame shall be set to indicate an External Watchdog fault has been detected.

- e. **Type Fault Monitor:** The MMU shall verify at power-up that the Type 12 or Type 16 operating mode as determined by the TYPE SELECT input is consistent with the mode set by the last external reset.

Detection of a Type Fault shall place the MMU into the fault mode, transfer the OUTPUT relay contacts to the Fault position, and indicate the TYPE 12/16 fault. The MMU shall remain in the fault mode until the unit is reset by the RESET button or the EXTERNAL RESET input. An MMU Power Failure shall reset the Type Fault state of the monitor.

- f. **Flashing Yellow Arrow PPLT Support:** The MMU shall be designed to monitor an intersection with up to four approaches using the four section Flashing Yellow Arrow (FYA) movement outlined by the NCHRP Research Project 3-54 on Protected/Permissive signal displays with Flashing Yellow Arrows. Two cabinet configurations shall be supported for both the MMU Type 16 and Type 12 modes depending on the number of loadswitches provided and the capabilities of the Controller Unit. In both modes the MMU shall be designed to provide the same fault coverage for the FYA approaches as it does for conventional protected left turn phases including Conflict, Red Fail, Dual Indication, and both Minimum Yellow and Minimum Yellow Plus Red Clearance monitoring.

2) Configuration Options

- a. **RYG ONLY Red Fail Option:** The MMU shall provide the capability to exclude the Walk inputs from the Red Fail fault detection algorithm when operating in the Type 12 mode. When the option is selected, the absence of signals on the Green, Yellow, and Red field outputs of a channel will place the MMU unit into the fault mode, transfer the OUTPUT relay contacts to the Fault position, and indicate the RED FAIL fault.
- b. **LED Signal Threshold Adjust:** The MMU shall provide the capability to sense field inputs signals with the following thresholds:

Conflict, Dual Indication Low Threshold Signal Inputs (Green, Yellow, and Red)

No Detect Less Than 15 Vrms

Detect Greater Than 25 Vrms

Red Fail High Threshold Signal Inputs (Green, Yellow, and Red)

No Detect Less Than 50 Vrms

Detect Greater Than 70 Vrms

- c. **CVM LOG Disable Option:** The MMU shall provide a means to disable the logging of CVM fault events.
- 3) **Display Functions:** The following display functions shall be provided in addition to those required by the NEMA TS-2 Standard Section 4. A PC shall not be required to display the following parameters.
- a. **Field Signal Voltages Display:** A mode shall be provided to display the RMS voltage of each field signal input. If the MMU is not in the fault mode, the displayed voltage will be the currently applied RMS voltage. If the MMU is in the fault mode, the displayed voltage will be the applied RMS voltage at the time of the fault.
 - b. **Cabinet Control Signal Voltages Display:** A mode shall be provided to display the RMS voltage of the AC Line and Red Enable, the frequency of the AC Line, and the ambient temperature measured at the MMU. If the MMU is not in the fault mode, the displayed values will be the currently applied values. If the MMU is in the fault mode, the displayed values will be the applied values at the time of the fault.
 - c. **Field Check Status Display:** When the MMU is in the fault mode, a display screen for the front panel display shall be provided to identify all field signal inputs with Field Check status.
 - d. **Recurrent Pulse Status Display:** When the MMU is in the fault mode, a display screen for the front panel display shall be provided to identify all field signal inputs with Recurrent Pulse status.
 - e. **Configuration Display:** A display mode for the front panel display shall be provided that allows the setting and viewing of all MMU configuration parameters. The configuration parameters provided on the program card shall be viewable only. A PC shall not be required to completely program or view the MMU configuration parameters.
 - f. **Event Logs Display:** A display mode for the front panel display shall be provided to review all details of the Previous Fail log, AC Line log, and the Monitor Reset log.
 - g. **Clock Set Display:** A display mode for the front panel display shall be provided to view and set the time and date of the MMU real time clock.
- 4) **Operating Modes:** The MMU shall operate in both the Type 12 mode and Type 16 mode as required by the NEMA Standard.
- a. **Help System:** A context sensitive Help System shall be provided that is activated by a separate Help button. The Main Status display shall respond with text messages relevant to the position in the menu navigation level. When the MMU is in the fault mode, the Help system shall respond with the Diagnostic mode described in 0.
 - b. **Setup Wizard:** A built-in setup mode shall be provided that automatically configures the Dual Indication enable, Field Check enable, Red Fail enable, and Minimum Yellow Plus Red Clearance enable parameters from user input consisting only of channel assignment and class (vehicle, ped, pp-turn, etc.) responses.
 - c. **Diagnostic Wizard:** A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs, and provide guidance on how the technician should isolate the cause of the malfunction. The Diagnostic Wizard shall be automatically invoked when the MMU is in the fault mode and the HELP button is pressed. It shall also be automatically invoked when the MMU is in the Previous Fail (PF) event log display and the HELP button is pressed.
 - d. **TS-1 Type 12 With SDLC Mode:** The MMU shall be capable of operating in the Type 12 mode with SDLC communications enabled on Port 1. The Channel Status display shall operate in the Type 12 configuration and provide the field check function for up to four pedestrian Walk inputs.

Cabinet

1) Enclosure

- a. **Size:** The MMU shall be compact so as to fit in limited cabinet space. It shall be possible to install on a shelf that is at least 7 inches deep. Overall dimensions, including mating connectors and harness, shall not exceed 10.5-inch height by 4.5-inch width by 11-inch depth (Height by Width by Depth).
- b. **Material:** The enclosure shall be constructed of sheet aluminum with a minimum thickness of 0.062 inches and shall be finished with an attractive and durable protective coating. Model, serial number, and program information shall be permanently displayed on the top surface.

2) Electronics

- a. **Microprocessor Monitor:** A microprocessor shall be used for all timing and control functions. Continuing operation of the microprocessor shall be verified by an independent monitor circuit, which shall force the OUTPUT RELAY to the de-energized "fault" state and illuminate the DIAGNOSTIC indicator if a pulse is not received from the microprocessor within a defined period not to exceed 500 ms. Only an MMU Power Failure shall reset the DIAGNOSTIC fault state of the monitor.
- b. **RMS Voltage Measurement:** High speed sampling techniques shall be used to determine the true RMS value of the AC field inputs. Each AC input shall be sampled at least 32 times per line cycle. The RMS voltage measurement shall be insensitive to phase, frequency, and waveform distortion.
- c. **Sockets:** In the interest of reliability, no IC sockets shall be used.
- d. **Battery:** All user programmed configuration settings shall be stored in an electrically erasable programmable read-only memory (EEPROM). Designs using a battery to maintain configuration data shall not be acceptable. If a battery is used, it shall provide power only to the real timeclock.
- e. **Field Input Terminals:** All 120 VAC field terminal inputs shall provide an input impedance of at least 150K ohms and be terminated with a discrete resistor having a power dissipation rating of 0.5 Watts or greater.
- f. **Component Temperature Range:** All electrical components used in the MMU, except the front panel Status LCD, shall be rated by the component manufacturer to operate over the full NEMA temperature range of -34°C to +74°C.
- g. **Printed Circuit Boards:** All printed circuit boards shall meet the requirements of the NEMA Standard plus the following requirements to enhance reliability:
 - i. All plated-through holes and exposed circuit traces shall be plated with solder.
 - ii. Both sides of the printed circuit board shall be covered with a solder mask material.
 - iii. The circuit reference designation for all components and the polarity of all capacitors and diodes shall be clearly marked adjacent to the component. Pin #1 for all integrated circuit packages shall be designated on both sides of all printed circuit boards.
 - iv. All printed circuit board assemblies shall be coated on both sides with a clear moisture-proof and fungus-proof sealant.

3) Front Panel and Connectors

- a. **MMU Status Display:** A four-line by 20 character alpha-numeric LCD display shall be provided to report MMU status, time and date, menu navigation, etc. This display shall be separate from the full intersection channel status display.
- b. **Full Intersection Channel Status Display:** A separate Red, Yellow, and Green indicator shall be provided for the channel status LCD display for each channel to show full intersection status simultaneously. For Type 12 mode operation a separate Red, Yellow,

Green, and Walk indicator shall be provided for each channel to show full intersection status simultaneously. Individual icons shall also be provided to indicate channels involved in a fault.

- c. **LED Display Indicators:** The following LED display indicators shall be provided:
 - i. **Power Indicator:** The green POWER indicator shall flash at a rate of 2Hz when the AC LINE voltage is below the drop-out level. It shall illuminate steadily when the AC LINE voltage returns above the restore level. It shall extinguish when the AC Line voltage is less than 75 Vrms.
 - ii. **Fault Indicator:** The red FAULT indicator shall illuminate when the MMU is in the fault mode and the OUTPUT relay has transferred to the Fault position.
 - iii. **Port 1 Receive Indicator:** The yellow RECEIVE indicator shall illuminate for a 40 msec pulse each time a Port 1 message is correctly received from the Controller Unit.
 - iv. **Port 1 Transmit Indicator:** The yellow TRANSMIT indicator shall illuminate for a 40 msec pulse each time a Port 1 message is transmitted from the MMU.
 - v. **EIA-232 Receive Indicator:** The yellow COMM indicator shall illuminate for a 40 msec pulse each time a message is correctly received on the EIA-232 port.
 - vi. **Diagnostic Indicator:** The red DIAGNOSTIC indicator shall illuminate when the MMU has detected an internal diagnostic failure.

- d. **Controls:** All displays, controls, and connectors shall be mounted on the front panel of the MMU.

Help Button: A momentary contact button shall be provided the initiates the context sensitive help system described in 0.

- e. **MS Connectors:** The MS connectors on the MMU shall have a metallic shell and be attached to the chassis internally. The connectors shall be mounted on the front of the unit according to the following: Connector A shall intermate with a MS 3116 22-55 SZ, and Connector B shall intermate with a MS 3116 16-26 S.

In the interest of reliability and repair ability, printed circuit board mounted MS connectors shall not be acceptable. Internal MS harness wire shall be a minimum of AWG #22, 19 strands.

- f. **EIA-232 Port:** The EIA-232 port shall be electrically isolated from the MMU electronics using optical couplers and shall provide a minimum of 2500 Vrms isolation. The connector shall be an AMP 9721A or equivalent 9 pin metal shell D subminiature type with female contacts. Pin assignments shall be as shown in the following table:

PIN	FUNCTION
1	DCD*
2	TX DATA
3	RX DATA
4	DTR (Data Terminal Ready)
5	SIGNAL GROUND
6	DSR*
7	DSR*
8	CTS*
9	NC

*Jumper options shall be provided to allow the connection of Pin #4 to be made with Pin #7, and the connection of Pin #8 to be made with Pin #1 and or Pin #6.

- 4) **Monitor Configuration Parameters:** All NEMA standard configuration parameters shall be provided by a program card meeting the requirements of clause 4.3.6 of NEMA TS-2. All configuration parameters for functions and options beyond the requirements of the standard shall be stored in non-volatile memory within the MMU. This memory shall be programmable from the

front panel menu driven interface, data downloaded via the EIA-232 port, or loaded from shadow memory located on the program card (see 0).

- 5) **Program Card Memory:** The program card supplied with the MMU shall provide non-volatile memory that contains the configuration parameters for the enhanced features of the MMU, such that transferring the program card to a different MMU completely configures that MMU. The non-volatile memory device used on the program card shall not utilize any I/O pins designated as "Reserved" by NEMATS-2.

Event Logging Functions

- 1) **General:** The MMU shall be capable of storing in non-volatile memory a minimum of 100 events. Each event shall be marked with the time and date of the event. These events shall consist of fault events, AC Line events, reset events, and configuration change events. The capability to assign a four digit identification number and 30 character description to the unit shall be provided. The event logs shall be uploaded to a PC using the serial port of the MMU and Windows based software provided by the manufacturer.

Each event log report shall contain the following information:

- a. **Monitor ID#:** A four-digit (0000-9999) ID number and 30 character description assigned to the monitor.
- b. **Time and Date:** Time and date of occurrence.
- c. **Event Number:** Identifies the record number in the log. Event #1 is the most recent event.

2) Reports

- a. **Monitor Status Report (CS)** –The Current Status report shall contain the following information:
 - i. **Fault Type:** The fault type description.
 - ii. **Field Status:** The current GYR(W) field status and field RMS voltages if the monitor is not in the fault state, or the latched field status and field RMS voltages and fault channel status at the time of the fault.
 - iii. **Cabinet Temperature:** The current temperature if the monitor is not in the fault state, or the latched temperature at the time of the fault.
 - iv. **C Line Voltage:** The current AC Line voltage and frequency if the monitor is not in the fault state, or the AC Line voltage and frequency at the time of the fault.
 - v. **Control Input Status:** The current state and RMS voltages of the Red Enable input and Load Switch Flash bit input if the monitor is not in the fault state, or the status latched at the time of the fault.
- b. **Previous Fault Log (PF):** The Previous Fault log shall contain the following information:
 - i. **Fault Type:** The fault type description.
 - ii. **Field Status:** The latched field status with RMS voltages, fault channel status, RP Detect status and Field Check status at the time of the fault.
 - iii. **Cabinet Temperature:** The latched temperature at the time of the fault.
 - iv. **AC Line Voltage:** The AC Line voltage and frequency at the time of the fault.
 - v. **Control Input Status:** The latched state of the Red Enable input at the time of the fault.
- c. **AC Line Event Log (AC):** The AC Line log shall contain the following information:
 - i. **Event Type:** Describes the type of AC Line event that occurred.
 - Power-up - AC on, monitor performed a cold start Interrupt - AC Line < Brownout level.
 - Restore - AC restored from AC brown-out or AC interruption (AC Off), no cold start.
 - ii. **AC Line Voltage:** The AC Line voltage and frequency at the time of the event.

- d. **Monitor Reset Log (MR):** The Monitor Reset log shall contain the following information:
The monitor was reset from a fault by the front panel Reset button, External Reset input, or a non-latched event clear.
- e. **Configuration Change Log (CF):** The Configuration Change log shall contain the following information:
 - i. The status of all configuration programming including the contents of the Program Card.
 - ii. Any configuration programming inputs such as 24V Inhibit, Port 1 Disable, Type Select.
 - iii. Configuration Check Value: A unique check value that is based on the configuration of items #a and #b above.The log shall also indicate which items have been changed since the last log entry.
- f. **Signal Sequence Log (SSQ):** A minimum of five logs shall be provided that graphically display all field signal states and Red Enable for up to 30 seconds prior to the current fault trigger event. The resolution of the display shall be at least 50 milliseconds.

3) Remote Monitor Configuration

- a. **Setup Wizard:** A setup mode shall be provided by the Windows based software that automatically configures the Dual Indication enable, Field Check enable, Red Fail enable, and Minimum Yellow Plus Red Clearance enable parameters from user input consisting only of channel assignment and class (vehicle, ped, pp-turn, etc.) responses.
- b. **Upload From File:** All configuration parameters for functions and options beyond the requirements of the standard shall be programmable by transferring a file from a PC to the MMU via the front panel EIA-232 port. These parameters shall be stored in nonvolatile memory in the MMU.
- c. **Download to File:** All configuration parameters for functions and options beyond the requirements of the standard shall be downloadable to a PC by transferring a file from the MMU to a PC via the front panel EIA-232 port.

Cabinet and Cabinet Equipment

Each controller shall be furnished completely housed in a door-in-door ground mounted metal cabinet that conforms to the latest revision of NEMA Standards Publication TS 2 Version 2.06 (R2008), Traffic Controller Assemblies with NTCIP Requirements, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. Conform all work to the Wisconsin State Electrical Code (WSEC). Conform all work to Section 651 of the Wisconsin Standard Specifications for Highway and Structure Construction, 2022 Edition, as supplemented or modified in this specification.

Each 8 phase cabinet shall consist of a size capable of being base mounted, type three configuration main panel, 8-position (16 loop) detector rack, and auxiliary equipment as defined this specification.

Each cabinet shall be constructed from type 5052-H32 aluminum with a minimum thickness of 0.125 inch.

Each cabinet shall be designed and manufactured with materials that will allow rigid mounting, whether intended for pole, base, or pedestal mounting. The cabinet must not flex on its mount.

A rain channel shall be incorporated into the design of the main door opening to prevent liquids from entering the enclosure. Each cabinet door opening must be a minimum of 80 percent of the front surface of the cabinet. A stiffener plate shall be welded across the inside of the main door to prevent flexing.

The top of each cabinet shall incorporate a 1-inch slope toward the rear to prevent rain accumulation.

Each cabinet shall be supplied with a natural aluminum finish unless otherwise noted. Sufficient care shall be taken in handling to ensure that scratches are minimized. All surfaces shall be free from weld flash. Welds shall be smooth, neatly formed, free from cracks, blowholes, and other irregularities. All sharp edges shall be ground smooth.

All seams shall be sealed with RTV sealant or equivalent material on the interior of the cabinet.

All cabinets shall be supplied with two easily removable shelves manufactured from 5052-H32 aluminum. Shelves shall be a minimum of 10 inches deep.

The shelf shall have horizontal slots at the rear and vertical slots at the front of the turned down side flange. The shelf shall be installed by first inserting the rearedge of the shelf on the cabinet rear sidewall mounting studs, then lowering the shelf on the front sidewall mounting studs. The shelf shall be held in place by a nylon tie-wrap inserted through holes on the front edge of the shelf and around the front sidewall mounting studs.

The front edge of the upper shelf shall have holes punched every 6 inches to accommodate tie wrapping of cables/harnesses.

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

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

Provide Siemens M62 controller and EDI MMU2. Locate on the lower shelf. Locate the loop detector racks and other auxiliary equipment on the top shelf. The power supply may be mounted on either shelf.

Provide an undershelf drawer beneath the lower shelf. The drawer shall be approximately 20 inches wide and a minimum of 12 inches deep. The drawer shall operate easily and smoothly and shall have a stop to prevent inadvertently pulling the drawer out of its support. Design the stop to allow purposeful complete removal of the drawer without the use of tools. Provide a slide out shelf capable of supporting a 5 pound, 14-inch-wide by 11-inch-deep load. This slide out support can be the cover for the drawer, as long as it extends far enough out to support the entire 11-inch depth of the laptop.

The main door and police door-in-door shall close against a weatherproof and dust-proof, closed-cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.250 inch thick by 1.00 inch wide. The gasket material for the police door shall be a minimum of 0.250 inch thick by 0.500 inch wide. The gaskets shall be permanently bonded to the cabinet.

The lower section of the cabinet door shall be equipped with a louvered air entrance. The air inlet shall be large enough to allow sufficient airflow per the rated fan capacity. Louvers must satisfy the NEMA rod entry test for 3R ventilated enclosures. A non-corrosive, vermin- and insect-proof, removable air filter shall be secured to the air entrance. The filter shall fit snugly against the cabinet door wall.

The roof of the cabinet shall incorporate an exhaust plenum with a vent screen. Perforations in the vent screen shall not exceed 0.125 inch in diameter.

The main door hinge shall be a one-piece, continuous piano hinge with a stainless steel pin running the entire length of the door. The hinge shall be attached in such a manner that no rivets or bolts are exposed.

The main door of a size 5 or larger cabinet shall include a mechanism capable of holding the door open at approximately 90, 125, and 150 degrees under windy conditions. Manual placement of the mechanism shall not be required by the field technician. The main door of a size 3 cabinet shall include a mechanism capable of holding the door open at approximately 90 and 150 degrees under windy conditions.

The main door shall be equipped with a Corbin tumbler lock number 1548-1. Two keys shall be supplied.

The police door-in-door shall be provided with a treasury type lock Corbin No. R357SGS or exact equivalent and one key.

All cabinet inside and outside surfaces shall be primed with phosphate treatment and primer. After priming, all exterior surfaces shall receive a minimum of two coats of rust-resistant silver grey enamel and interior surfaces shall be furnished with rust resistant high gloss white enamel.

Provide a cabinet of minimum size 44 inches wide, minimum 24 inches deep, and minimum 52 inches to maximum 60 inches high. The size of the cabinet shall provide ample space for housing the controller, all of the associated devices which are to be furnished with the controller, all other auxiliary devices herein specified, and all equipment to be furnished and installed by others.

Terminals and Facilities / Main Panel Design and Construction

The main panel shall be constructed from 5052-H32 brushed aluminum of 0.125 inch minimum thickness and formed so as to minimize any flexing when plug-in components are installed.

All position main panels shall be hinged at the bottom to allow easy access to all wiring on the rear of the panel.

The main panel shall be fully wired in the following configuration:

Type 3 Configuration—Twelve load switch sockets, six flash transfer relay sockets, one flasher socket, and two main panel BIU rack slots.

All load switch and flash transfer relay socket reference designators shall be silk- screen labeled on the front and rear of the main panel to match drawing designations. Socket pins shall be marked for reference on the rear.

Up to eight load switch sockets may be positioned horizontally or stacked in two rows on the main panel. Main panels requiring more than eight load switch sockets shall be mounted in two horizontal rows.

All load switches shall be supported by a bracket extending at least half the length of the load switch.

Rack style mounting shall be provided to accommodate the required BIUs per the configuration listed in section 3.3 above. A dual-row, 64-pin female DIN 41612 Type B connector shall be provided for each BIU rack position. Card guides shall be provided for both edges of the BIU. Terminal and facilities BIU mounting shall be an integral part of the main panel. Detector rack BIU mounting shall be an integral part of the detector rack.

All BIU rack connectors shall have pre-wired address pins corresponding to the requirements of the TS2 specification. The address pins shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.

The 12- load switch position main panels shall have all field wires contained on two rows of horizontally mounted terminal blocks. The upper row shall be wired for the pedestrian and overlap field terminations. The lower row shall be reserved for phase one through phase eight vehicle field terminations.

All field output circuits shall be terminated on a barrier type terminal block with a minimum rating of 60 amps.

All field input/output (I/O) terminals shall be identified by permanent alphanumeric labels. All labels shall use standard nomenclature per the NEMA TS2 specification.

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

Field terminal blocks shall be wired to use four positions per vehicle or overlap phase (green, yellow, red, flash). It shall not be necessary to de-bus field terminal blocks for flash programming.

It shall also be possible to program which flasher circuit the phase shall be connected to.

The main panel shall contain at least one flasher socket (silk screen labeled) capable of operating a 15-amp, 2-pole, NEMA solid state flasher. The flasher shall be supported by a bracket that extends at least half its length.

One RC network shall be wired in parallel with each group of three flash-transfer relays and any other relay coils.

All logic-level, NEMA-controller and MMU input and output terminations on the main panel shall be permanently labeled. Cabinet prints shall identify the function of each terminal position.

At a minimum, two 20-position terminal blocks shall be provided at the top of the main panel to provide access to the controller unit's programmable and non-programmable I/O. Terminal blocks for DC signal interfacing shall have a number 6-32 by 7/32-inch screw as minimum.

All main panel wiring shall conform to the following wire size:

Green/Walk Load Switch Output	14 gauge
Yellow Load Switch Output	14 gauge
Red/Don't Walk Load Switch Output	14 gauge
MMU (Other Than Ac Power)	22 gauge
Controller I/O	22 gauge
AC Line (Power Panel to Main Panel) (1 For Each 4 LS)	10 gauge
AC Line (Main Panel)	14 gauge

AC Neutral (Power Panel to Main Panel)	10 gauge
Earth Ground (Power Panel)	8 gauge
Logic Ground	22 gauge
Flash Programming	14 gauge (flasher terminal) 14 gauge (field terminal)

All wiring, 14 AWG and smaller, shall conform to MIL-W-16878/1, type B/N, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010-inch-thick PVC insulation with clear nylon jacket and rated to 105°C. All 12 AWG and larger wire shall have UL listed THHN/THWN 90°C, 600V, 0.020 inch-thick PVC insulation and clear nylon jacketed.

All controller and MMU cables shall be of sufficient length to allow the units to be placed on either shelf or the outside top of the cabinet in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. The use of exposed tie-wraps or interwoven cables are unacceptable.

All cabinet configurations shall be provided with enough RS-485 Port 1 communication cables to allow full capabilities of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS-485 communications.

All main panels shall be pre-wired for a Type-16 MMU. Provide necessary terminal for video detection.

All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

All control cables shall be protected by a nylon jacket or equivalent protection to prevent any contact with cabinet metal shelves, doors and any other sharp corners.

All connecting cables and wire runs shall be secured by mechanical clamps. Stick-on type clamps are not acceptable.

The grounding system in the cabinet shall be divided into three separate circuits (AC Neutral, Earth Ground, and Logic Ground). These ground circuits shall be connected together at a single point as outlined in the NEMA TS2 Standard.

All pedestrian pushbutton inputs from the field to the controller shall be opto-isolated through the BIU and operate at 12 VAC.

All wire (size 16 AWG or smaller) at solder joints shall be hooked or looped around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.

Power Panel Design and Construction

The power panel shall consist of a separate, wholly enclosed module, securely fastened to the right sidewall of the cabinet. The power panel shall be wired to provide the necessary power to the cabinet, controller, MMU, cabinet power supply and auxiliary equipment.

Auxiliary Cabinet Equipment

The cabinet shall be provided with a thermostatically controlled (adjustable between 80 to 150°F) ventilation fan in the top of the cabinet plenum. The fan shall be a ball bearing type fan and shall be capable of drawing a minimum of 100 cubic feet of air per minute. The fan unit shall not crack, creep, warp or have bearing failure within a 7 year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant.

A 25-watt incandescent lamp shall be included. The lamp shall be wired to a door activated switch mounted near the top of the door.

Provide a 15 amp circuit breaker for auxiliary equipment, 20 amp circuit breaker for street lights, and a non-GFI outlet for additional equipment.

Provide all necessary hardware to accommodate fiber optic interconnect and Ethernet communications.

Provide a photocell and contactor for street lighting powered from signal cabinet.

Install all additional control units in cabinet per plans. Control units include, but are not limited to, audible pedestrian push button control unit, emergency vehicle preemption control device including card rack, and video detection processor.

Provide a sealable print pouch shall be mounted to the door of the cabinet. The pouch shall be of sufficient size to accommodate one complete set of cabinet prints.

Provide two sets of complete and accurate cabinet drawings shall be supplied with each cabinet.

Provide one set of manuals for each controller supplied.

Vehicle Detection

A vehicle detector amplifier rack shall be provided in each cabinet. Detector racks shall be in the following configuration.

Shall support up to 16 channels of loop detection and one BIU.

Each cabinet shall contain detector interface panels for the purpose of connecting field loops and vehicle detector amplifiers. The panels shall be manufactured from FR4 G10 fiberglass, 0.062 inch thick, with a minimum of 2 oz. of copper for all traces.

One 16-position interface panel shall be provided for each 16-channel rack. The interface panel shall be secured to a mounting plate and attached to the left sidewall of the cabinet.

Each interface panel shall allow for the connection of eight or sixteen independent field loops. A ground bus terminal shall be provided between each loop pair terminal to provide a termination for the loop lead-in cable ground wire.

Lightning protection device mounting holes shall be provided to accommodate an Edco SRA-16C, or Edco SRA-6, Edco LCA-6, or a varistor lightning protection device. Lightning protection devices shall not be provided.

A cable consisting of 20 AWG twisted pair wires shall be provided to enable connection to and from the panel to a detector rack. The twisted pair wires shall be color-coded red and white wires.

All termination points shall be identified by a unique number and silk screened on the panel.

Each detector rack shall be powered by the cabinet power supply (refer to Section 9.6 of this specification).

Cabinet Test Switches and Police Panel

A test switch panel shall be mounted on the inside of the main door. The test switch panel shall provide the following:

1. **AUTO/FLASH SWITCH.** When in the flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash.
2. **STOP TIME SWITCH.** When applied, the controller shall be stop timed in the current interval.
3. **CONTROL EQUIPMENT POWER ON/OFF.** This switch shall control the controller, MMU, and cabinet power supply AC power.

The police door switch panel shall contain the following:

1. **SIGNALS ON/OFF SWITCH.** In the OFF position, power shall be removed from signal heads in the intersection. The controller shall continue to operate. When in the OFF position, the MMU shall not conflict or require reset.
2. **FLASH/NORMAL SWITCH.** In the flash position, power shall not be removed from the controller and stop time shall be applied.

All toggle type switches shall be heavy duty and rated 15 amps minimum. Single- or double-pole switches may be provided, as required.

Any exposed terminals or switch solder points shall be covered with a non-flexible shield to prevent accidental contact.

All switch functions must be permanently and clearly labeled.

All wire routed to the police door-in-door and test switch pushbutton panel shall be adequately protected against damage from repetitive opening and closing of the main door.

All test switch panel wiring shall be connected to the main panel via a multiple pin type connector.

Auxiliary Devices

Load Switches

Load switches shall be solid state and shall conform to the requirements of Section 6.2 of the NEMA TS2 Standard.

Load switches shall be dedicated per phase. The use of load switches for other partial phases is not acceptable.

Flashers

The flasher shall be solid state and shall conform to the requirements of Section 6.3 of the NEMA TS2 Standard.

Flash Transfer Relays

All flash transfer relays shall meet the requirements of Section 6.4 of the NEMA TS2 Standard.

The coil of the flash transfer relay must be deenergized for flash operation.

Bus Interface Units

All Bus Interface Units (BIUs) shall meet the requirements of Section 8 of the NEMA TS2 Standard.

The full complement of BIUs shall be supplied with each cabinet to allow for maximum phase and function utilization for which the cabinet is designed. BIUs shall be from the same manufacture as the controller manufacturer used in the city.

Each BIU shall include power on, transmit, and valid data indicators. All indicators shall be LEDs.

Cabinet Power Supply

The cabinet power supply shall meet the requirements of Section 5.3.5 of the NEMA TS2 Standard.

The cabinet power supply shall provide LED indicators for the line frequency, 12 VDC, 12 VAC, and 24 VDC outputs.

The cabinet power supply shall provide (on the front panel) jack plugs for access to the +24 VDC for test purposes.

One cabinet power supply shall be supplied with each cabinet assembly.

Equipment List and Drawings

Detailed shop drawings of the control cabinet, equipment layout drawings, and wiring diagrams of all equipment installed in the controller cabinet shall be submitted to the city for approval. Two sets of cabinet wiring diagrams shall be contained in a heavy duty clear plastic envelope mounted on the inside of the front door.

At the time of delivery, the contractor shall furnish one set of instruction manuals and an itemized price list for each type of equipment, their subassemblies, and their replacement parts. The instruction book shall include the following information: Table of Contents; operating procedure; step-by-step maintenance and troubleshooting information for the entire assembly; circuit wiring diagrams; pictorial diagrams of parts locations; parts numbers; and theory of operation. The instructional manuals shall include itemized parts lists. The itemized parts lists shall include the manufacturer's name and parts number for all components (such as IC, diodes, switches, relays, etc.) used in each piece of equipment. The list shall include cross references to parts numbers of other manufacturers who make the same replacement parts.

Warranty

1. The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description. The following documents shall also be provided:
2. A supplier warranty statement which stipulates that equipment to be supplied shall be warranted for two years from the date of purchase.
3. Operations manuals.
4. Maintenance manuals.
5. Schematic diagrams.
6. Component and equipment locations within the cabinet.
7. If a malfunction in the controller unit, or its auxiliary equipment occurs during the warranty period, the supplier shall, within 24 hours after notification (excluding Saturday and Sunday), furnish a like

controller unit module, or auxiliary equipment, for use while the warranted unit is being repaired. The isolation of any malfunction during the warranty period shall be the responsibility of the supplier. After the supplier has repaired and returned the equipment, the city shall then return the spare component to the supplier.

8. Controller Operation. Consistent with customary trade practices, the manufacturer shall furnish a warranty for all electrical or mechanical equipment described herein. The contractor shall turn such warranty over to the owner for potential dealing with the guarantor.
9. During the installation and testing of the controller, the contractor shall provide, at its own expense, a competent representative to oversee, direct, and manage the installation and testing of the controller. In the final stages of the installation and testing, the manufacturer's representative shall be available at the job site for consultation until such time as the controller operation is tested and accepted.

If a malfunction in the controller unit or its auxiliary equipment occurs during the warranty period, the supplier shall, within 24 hours after notification (excluding Saturday and Sunday), furnish a like controller unit, module, or auxiliary equipment, for use while the warranted unit is being repaired. The isolation of any malfunction and the repair and/or replacement of any device within the warranty period shall be the responsibility of the supplier. After the supplier has repaired and returned the equipment, the city shall return the spare component to the supplier.

C Construction

Perform work according to standard spec 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3 and 659.3, except as specified below.

Install the traffic signal cabinet on the concrete control cabinet base the same day it is delivered to the site location.

Request a signal inspection of the completed signal installation to the engineer at least five (5) working days prior to the time of the requested inspection. City personnel will perform the inspection.

D Measurement

The department will measure Traffic Signal Controller & Cabinet as a complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Traffic Signal Controller & Cabinet	EACH

Payment is full compensation for furnishing and installing the signal controller and conflict monitor together with cabinet, all required control units, all additional harnesses for preemption, switches for flashing operation, and fittings as are necessary to assure that the controller will perform the said functions.

- 44. Video Detection System, 76th Street & Becher Street, SPV.0060.24;
Video Detection System, 92nd Street & Lincoln Avenue, SPV.0060.25;
Video Detection System, 60th Street & Greenfield Avenue, SPV.0060.26.**

A Description

This specification describes furnishing and installing a system that detects vehicles on a roadway using only video images of vehicle traffic. This item includes all materials and labor necessary to install a completely functional vehicle detection system including, but not limited to, cameras, processors, video monitor, mounting hardware, power cable, and coaxial cable. The system includes an Iteris Vantage Vector Hybrid camera.

B Materials

System Hardware

The video detection system (VDS) shall consist of up to four video cameras, a video detection processor (VDP) capable of processing from one to four video sources, either wired or wireless, wireless video transmission receiver, receiver antenna, and a pointing device.

System Software

The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only an onboard video menu and a pointing device to place the zones on a video image. Up to 24 detection zones per camera view shall be available. A separate computer shall not be required to program the detection zones.

Functional Capabilities

System Configuration

The VDS will be deployed at locations where site conditions and roadway geometry vary. The VDS system may also be deployed at locations where existing cabinets or equipment exist. Existing site configurations will dictate the availability of cabinet space and VDS usage.

The proposed VDS shall be available in various configurations to allow maximum deployment flexibility. Each configuration shall have identical user interface for system setup and configuration. The communications protocol to each configuration shall be identical and shall be hardware platform independent. The proposed VDS shall have multiple configurations available for deployment.

Table 1. VDS Configuration

Description	No. Video Inputs	No. Video Outputs	Mounting Configuration	Power Supply Requirements
Single-Channel Rack Mounted	1	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12/24 VDC Power From Rack
Dual-Channel Rack Mounted	2	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12/24 VDC Power From Rack
Quad-Channel Rack Mounted	4	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12/24 VDC Power From Rack

- a. An option to have wireless video transmission between the camera sensor and VDP shall also be available from the VDS manufacturer.
- b. Wired camera systems shall be able to transmit NTSC or PAL video signals, with minimal degradation, up to 1,000 feet under ideal conditions.
- c. Wireless camera systems shall be able to transmit an NTSC video signal, with minimal signal degradation, up to 500 feet under normal conditions and up to 900 feet under ideal electromagnetic interference conditions. Adjacent sources of electromagnetic radiation, or the absence of a direct line of sight between transmitter and receiver antennas, may result in video signal degradation.

System Interfaces

The following interfaces shall be provided for each of the configurations identified in Table 1.

Video Input: Each video input shall accept RS170 (NTSC) or CCIR (PAL) signals from an external video source (camera sensor or VCR). The interface connector shall be BNC type and shall be located on the front of the video processing unit. The video input shall have the capability to select 75-ohm or high impedance (Hi-Z) termination.

Video Lock LED: A LED indicator shall be provided to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.

Video Output: One video output shall be provided. The video output shall be RS170 or CCIR compliant and shall pass through the input video signal. For multi-channel video input configurations, a momentary push-button shall be provided on the front panel to toggle through each input video channel. In the absence of a valid video signal, the channel shall be skipped, and the next valid video signal shall be switched. The video output shall have the capability to show text and graphical overlays to aid in system setup. The overlays shall display real-time actuation of detection zones upon vehicle detection or presence. Overlays shall be

able to be turned off by the user. Control of the overlays and video switching shall also be provided through the serial communications port. The video output interface connector shall be BNC type.

Serial Communications: A serial communications port shall be provided on the front panel. The serial port shall be compliant with EIA232 electrical interfaces and shall use a DB9 type connector. The serial communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented, or interface software shall be provided. The interface protocol shall support multi-drop or point-to-multipoint communications. Each VDS shall have the capability to be addressable.

Contact Closure Output: Open collector contact closure outputs shall be provided. Four open collector outputs shall be provided for the single, dual, or quad channel rack-mount configuration. Additionally, the VDPs shall allow the use of extension modules to provide up to 24 open collector contact closures per camera input. Each open collector output shall be capable of sinking 30 mA at 24 VDC. The open collector output will be used for vehicle detection indicators as well as discrete outputs for alarm conditions.

Detection LEDs: LEDs shall be provided on the front panel. The LEDs shall illuminate when a contact closure output occurs. Rack-mounted video processors shall have a minimum of four LEDs. Rack-mounted extension modules shall have two or four LEDs to indicate detection.

Mouse Port: A USB mouse shall be provided on the front panel of the rack mount video processing unit. The mouse port shall not require special mouse software drivers. The mouse port shall be used as part of system setup and configuration. A mouse shall be provided with each video processor.

General System Functions

Detection zones shall be programmed via an onboard menu displayed on a video monitor and a pointing device connected to the VDP. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. A separate computer shall not be required for programming detection zones or to view system operation.

The VDP shall store up to three different detection zone patterns. The VDP can switch to any one of the three different detection patterns within 1 second of user request via menu selection with the pointing device.

The VDP shall detect vehicles in real time as they travel across each detection zone.

The VDP shall have an EIA232 port for communications with an external computer. The VDP EIA232 port shall be multi-drop capable.

The VDP shall accept new detection patterns from an external computer through the EIA232 port when the external computer uses the correct communications protocol for downloading detection patterns. A Microsoft Windows-based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.

The VDP system shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.

The VDP shall send its detection patterns to an external computer through the EIA232 port when requested when the external computer uses the correct communications protocol for uploading detection patterns.

The VDP shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference with the video signal.

The system shall be capable of automatically detecting a low-visibility condition such as fog and respond by placing all defined detection zones in a constant call mode. A user-selected output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

Vehicle Detection

Up to 24 detection zones per camera input shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.

The VDP shall provide up to 24 open collector output channels per camera input using one or more extension modules.

A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single phase of traffic movement.

Placement of detection zones shall be done by using only a pointing device, and a graphical interface built into the VDP and displayed on a video monitor, to draw the detection zones on the video image from each video camera. No separate computer shall be required to program the detection zones.

Up to three detection zone patterns shall be saved for each camera within the VDP memory. The VDP's memory shall be non-volatile to prevent data loss during power outages.

The selection of the detection zone pattern for current use shall be done through a menu. It shall be possible to activate a detection zone pattern from VDP memory and have that detection zone pattern displayed within 1 second of activation.

The VDP system shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.

When a vehicle is detected within a detection zone, the corners of the detection zone shall activate on the video overlay display to confirm the detection of the vehicle.

Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g., rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality.

The VDP shall provide dynamic zone reconfiguration (DZR). DZR enables normal operation of existing detection zones when one zone is being added or modified during the setup process. The VDP shall output a constant call on any detector channel corresponding to a zone being modified.

Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.

The VDP shall process the video input from each camera at 30 frames per second. Multiple camera processors shall process all video inputs simultaneously.

The VDP shall output a constant call for each enabled detector output channel if a loss of video signal occurs. The VDP shall output a constant call during the background learning period.

Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.

Up to six detection zones per camera view shall have the capability to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the EIA232 port. The zone shall also have the capability to calculate and store average speed and lane occupancy at bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes, and 60 minutes.

Hardware

General

The VDP and extension module (EM) shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power and provide contact closure outputs. No adapters shall be required to mount the VDP or EM in a standard detector rack. Detector rack rewiring shall not be required.

The EM shall be available to avoid the need of rewiring the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack. The extension module shall be connected to the VDP by a 8 wire cable with modular connectors, and shall output contact closures according to user selectable channel assignments. The EM is available in 2, 4, or 24 channel configurations.

Input Power

The VDP and EM shall be powered by 12/24 volts DC. VDP power consumption shall not exceed 7 watts. The EM power consumption shall not exceed 2.5 watts.

Detection Outputs

The VDP and EM shall include detector output pin out compatibility with industry standard detector racks. The 24-channel EM shall provide output through a 37-pin "D" connector on the front panel.

Video Inputs

VDPs shall include one, two, or four BNC video input connections suitable for composite video inputs. The video input shall include a switch selectable 75-ohm or high impedance termination to allow camera video to be routed to other devices, as well as input to the VDP for vehicle detection.

Video Outputs

The front of the VDP shall include one BNC video output providing real time video output that can be routed to other devices.

Mechanical and Environmental

The VDP shall operate satisfactorily in a temperature range from -34°C to +74°C and a humidity range from 0% RH to 95% RH, non-condensing as set forth in NEMA specifications.

The front panel of the VDP shall have detector test switches to allow the user to place calls on each channel. The test switch shall be able to place either a constant call or a momentary call depending on the position of the switch.

The front face of the VDP shall contain indications, such as LED displays, to enable the user to view real time detections for each channel of detection when the system is operational.

The VDP shall include an EIA232 port for serial communications with a remote computer. This port shall be a 9-pin "D" subminiature connector on the front of the VDP.

The VDP shall utilize non-volatile memory technology to enable the loading of modified or enhanced software through the EIA232 port and without modifying the VDP hardware.

Video Detection Camera

The video detection cameras shall be Iteris Vantage Vector Hybrid cameras.

Video detection cameras used for traffic detection shall be furnished by the video detection processor (VDP) supplier and shall be qualified by the supplier to ensure proper system operation.

The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 1.0 lux to 10,000 lux.

The imager luminance signal to noise ratio (S/N) shall be more than 50 dB.

The camera shall be digital signal processor (DSP) based and shall use a CCD sensing element and shall output color video with resolution of not less than 470 TV lines. The CCD imager shall have a minimum effective area of 768(h) by 494(v) pixels.

The camera shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter.

The camera shall utilize automatic white balance.

The camera shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.

The horizontal field of view shall be adjustable from 5.4 to 50.7 degrees. This camera configuration may be used for the majority of detection approaches in order to minimize the setup time and spares required by the user. The lens shall be a 10x zoom lens with a focal length of 3.8mm to 38.0 mm.

The lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.

The camera shall incorporate the use of preset positioning that store zoom and focus positioning information. The camera shall have the capability to recall the previously stored preset upon application of power.

The camera electronics shall include automatic gain control (AGC) to produce a satisfactory image at night.

The camera shall be housed in a weather-tight sealed enclosure. The enclosure shall be made of 6061 anodized aluminum. The housing shall be field rotatable to allow proper alignment between the camera and the traveled road surface.

The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view. The camera enclosure with sunshield

shall be less than 6-inch diameter, less than 18 inches long, and shall weigh less than 6 pounds when the camera and lens are mounted inside the enclosure.

The enclosure shall be design so that the pan, tilt, and rotation of the camera assembly can be accomplished independently without affecting the other settings.

The camera enclosure shall include a proportionally controlled heater, where the output power of the heater varies with temperature, to assure proper operation of the lens functions at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.

The glass face on the front of the enclosure shall have an anti-reflective coating to minimize light and image reflections.

The glass face shall also employ a special coating to minimize the buildup of environmental debris such as dirt and water.

When mounted outdoors in the enclosure, the camera shall operate satisfactorily in a temperature range from -34°C to +60°C and a humidity range from 0% RH to 100% RH. Measurement of satisfactory video shall be based upon VDP system operation.

The camera shall be powered by 120-240 VAC 50/60 Hz. Power consumption shall be 45 watts or less under all conditions. An optional DC power configuration shall be available for 12 VDC operation.

Recommended camera placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the camera should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

The camera enclosure shall be equipped with separate, weather-tight connections for power and video cables at the rear of the enclosure. These connections may also allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole using a lens adjustment module (LAM) supplied by the VDP supplier. Video and power shall not reside within the same connector.

The video signal shall be fully isolated from the camera enclosure and power cabling.

Video Monitor

The monitor shall be a flat screen color video monitor with a minimum 9-inch diagonal picture display. It shall support EIA standards RS-170 composite video signal (1.0 v p-p, 75 OHM).

It shall have a resolution of 900 lines at center. Video bandwidth shall be greater than 11 MHz. Loop through connectors shall be provided, and both input and output connectors shall be BNCs.

The monitor power source shall be 120 VAC +/- 10%, 60 Hz. Power consumption shall not be greater than 18 W. Ambient operating temperature shall be +50 to +122°F.

Located on the front panel, the controls shall be on/off, contrast, bright, vertical hold, and horizontal hold. Rear panel shall have controls for vertical size, vertical linearity, and scan switch.

Dimensions shall not exceed 9 inches (width), 10 inches (height), and 7 inches (depth). Weight shall not exceed 10 pounds.

Coaxial Cable

The coaxial cable to be used between the camera and the VDP in the traffic cabinet shall be Belden 8281. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. BNC plug connectors should be used at both the camera and cabinet ends. The coaxial cable, BNC connector, and crimping tool shall be approved by the supplier of the video detection system, and the manufacturer's instructions must be followed to ensure proper connection.

Power Cable

The power cabling shall be 16 AWG three conductor cable with a minimum outside diameter of 0.325 inch and a maximum diameter of 0.490 inch. The cabling shall comply with the NEC, as well as local electrical codes. Cameras may acquire power from the luminaire if necessary.

C Construction

The video detection camera shall be installed by factory-certified installers as recommended by the supplier and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.

Maintenance and Support

The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system. These parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.

The supplier shall maintain an ongoing program of technical support for the video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for on-site technical support services.

Installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Traffic Signal Technician certified.

All product documentation shall be written in the English language.

D Measurement

The department will measure Video Vehicle Detection System as each system, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.24	Video Vehicle Detection System, 76th Street & Becher Street	EACH
SPV.0060.25	Video Vehicle Detection System, 92nd Street & Lincoln Avenue	EACH
SPV.0060.26	Video Vehicle Detection System, 60th Street & Greenfield Avenue	EACH

Payment is full compensation for furnishing and installing control units, cameras, cabling, mounting brackets, testing and setting up the system.

45. **Emergency Vehicle Preemption System 76th Street & Becher Street, Item SPV.0060.27; Emergency Vehicle Preemption System 92nd Street & Lincoln Avenue, Item SPV.0060.28; Emergency Vehicle Preemption System 60th Street & Greenfield Avenue, Item SPV.0060.29.**

A Description

This work shall consist of furnishing and installing an Emergency Vehicle Preemption (EVP) System at a single intersection, as shown on the plans and as hereinafter provided.

B Materials

The Emergency Vehicle Preemption System shall include Opticom 764 phase selector, Model 711 detectors, Model 760 card racks, Model 138 detector cable, and any incidental items necessary for installation. This equipment shall be furnished and installed by the contractor.

All EVP detectors shall have Confirmation Light Assembly, Type I, consisting of weatherproof, aluminum lamp holder with a single LED lamp as shown on the plans. Furnish and install power cable for confirmation lights. Power cable shall be Type UF Cable, 2 Conductor, No. 14 cable according to standard spec 655.

C Construction

Detectors with confirmation lights shall be mounted on the mast arms and signal poles as shown on the plans.

The traffic signal arms and poles shall be drilled and tapped to accommodate the mounting of the detector units and confirmation lights as shown in the Plans. The installation method shall be approved by the City traffic Engineer.

In the event, at installation, a noticeable obstruction is present in line with the detector, the contractor shall be obligated to advise the engineer before installation.

Unless otherwise directed by the city, the detector shield tube shall be installed with the drain hole at the bottom.

There shall be no detector cable splices from the detector assembly to the controller terminations.

The EVP detector cables shall be routed to the controller. Each lead shall be appropriately marked as to which street or avenue it is associated. The contractor will perform all terminations inside the cabinet.

The EVP as specified and shown in the Plans shall be complete in place, tested, and in full operation.

D Measurement

The department will measure Emergency Vehicle Preemption System as each system, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.27	Emergency Vehicle Preemption System, 76th Street & Becher Street	EACH
SPV.0060.28	Emergency Vehicle Preemption System, 92nd Street & Lincoln Avenue	EACH
SPV.0060.29	Emergency Vehicle Preemption System, 60th Street & Greenfield Avenue	EACH

Payment is full compensation for furnishing and installing all equipment, cabling, necessary additional items, testing and setting up the system.

46. Salvage and Reinstall Surveillance Equipment, Item SPV.0060.30.

A Description

This special provision describes salvaging and reinstalling surveillance equipment on the signal pole in the northwest quadrant of the South 60th Street & Greenfield Avenue intersection.

B Materials

The following surveillance equipment is to be removed, salvaged, and reinstalled as shown on plans and as described herein.

1. Arecont Vision AV20175
2. Axis Q6044-E PTZ
3. Ubiquiti NanoStation M5

Furnish and install mounting hardware, cabling, and any incidental items according to the manufacturer's recommendations.

C Construction

Prior to removal, inspect and document condition of the existing equipment.

Remove, handle, store, and transport existing surveillance camera equipment in a manner that prevents damage to them. If the contractor damages the equipment through their own operations, then the contractor shall replace them at no expense to the department.

The relocated items shall be mounted at the same height as the existing installation.

D Measurement

The department will measure Salvage and Reinstall Surveillance Equipment as 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.0060.30	Salvage and Reinstall Surveillance Equipment	EACH

Payment is full compensation for removing, salvaging, and reinstalling all surveillance camera equipment; cabling to each camera to match existing installation and maintain existing operation; and mounting hardware.

47. Maintain Traffic Signals, 92nd Street & Lincoln Avenue Item SPV.0060.31.

A Description

This special provision describes Maintaining Traffic Signals at the 92nd Street & Lincoln Avenue intersection during construction.

B (Vacant)

C Construction

Use existing traffic signals to maintain traffic in Stage 1 of construction. Cover existing traffic signal heads on poles and arms as shown on plans and de-energize signal heads in the traffic signal cabinet. Update signal timings and phasing to reflect active phases.

The intersection will be completely closed in Stage 2 of construction. The existing traffic signals will be removed, and the proposed traffic signals will be installed in this stage.

Use new traffic signals in Stage 3 of construction. Cover new traffic signal heads on poles and arms as shown on plans and de-energize signal heads in the traffic signal cabinet. Update signal timings and phasing to reflect active phases.

D Measurement

The department will measure Maintaining Traffic Signals, 92nd Street & Lincoln Avenue as 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.0060.31	Maintain Traffic Signals, 92nd Street & Lincoln Avenue	EACH

Payment is full compensation for the covering or uncovering the traffic signal heads, de-energizing or re-energizing the signal heads in the traffic signal cabinet and updating signal timings and phasing.

48. Round Steel Sign Post System, Item SPV.0060.32.

A Description

Work under this item includes furnishing and installing sign posts and post anchors at the locations shown on the plans and according to the requirement of standard spec 634, the plans, and as hereinafter provided. All sign posts shall be round tubular steel and installed as shown in the plans.

B Materials

Furnish a round steel post with 2 3/8-inch outer diameter to the length necessary for sign placement, a Tapco V-loc post anchor for new concrete (Tapco item #034-00082), and a set of two sign mounting Z-brackets (Tapco item #037-00005) or a set of two double-sided sign mounting Z-brackets (Tapco item #037-00012B) that fits a 2 3/8-inch post. All poles and sign mounting hardware shall have a black exterior finish.

C (Vacant)

D Measurement

The department will measure Round Steel Sign Post System as each post assembly, including each section and anchor, 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.0060.32	Round Steel Sign Post System	EACH

Payment is full compensation for providing all materials including post, anchor, mounting brackets, and all related hardware; installing and anchors and adapters; placing the posts; treating cut post ends; removing and disposing of surplus material; and for furnishing all hardware and fittings necessary for post installation.

49. Marking Grooved Preformed Thermoplastic Arrow Type 2, Item SPV.0060.33; Marking Diagonal Grooved Preformed Thermoplastic 12-Inch, Item SPV.0090.01; Marking Grooved Preformed Thermoplastic Stop Line 18-Inch, Item SPV.0090.02; Marking Grooved Preformed Thermoplastic Crosswalk Block Style 24-Inch, Item SPV.0090.03.

A Description

This special provision describes furnishing, grooving, and installing preformed thermoplastic pavement markings as shown on the plans, according to standard spec 646, and as hereinafter provided.

B Materials

Furnish preformed thermoplastic pavement markings per manufacturer's recommendations and that meet the approval of the engineer. Marking materials shall be free of volatile organic compounds.

Furnish a copy of the manufacturer's specifications and recommendations to the engineer before preparing the pavement marking grooves.

C Construction

C.1 General

For quality assurance, provide the engineer evidence of manufacturer training in the proper placement and installation of preformed thermoplastic pavement marking.

Plane the grooved areas per manufacturer's recommendations. Use grooving equipment with a free-floating, independent cutting head. Plane a minimum number of passes to create a grooved surface.

C.2 Grooving

Replace standard spec 646.3.2.3.1(1) and (2) with the following:

(1) Cut the groove to a depth of 120 mils ± 10 mils from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

(2) Groove between 0 and 4 inches wider than the perimeter of the pavement marking. Achieve straight alignment with the grooving equipment, not to exceed 3/8-inch variation in any 40-foot length of marking. Use a high-pressure air blower to clean the groove.

C.3 Marking Application

Prepare the pavement surface and apply the pavement markings per manufacturer specifications.

Apply the pavement markings when the ambient temperature is above 32°F. Prior to placing the markings, heat the pavement surface to at least 300°F within the targeted area of the marking and at least 3 inches beyond the perimeter of the marking.

D Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic by the unit, acceptably placed, or in length by the linear foot of line, placed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.33	Marking Grooved Preformed Thermoplastic Arrow Type 2	EACH
SPV.0090.01	Marking Diagonal Grooved Preformed Thermoplastic 12-Inch	LF
SPV.0090.02	Marking Grooved Preformed Thermoplastic Stop Line 18-Inch	LF
SPV.0090.03	Marking Grooved Preformed Thermoplastic Crosswalk Block Style 24-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing existing or temporary pavement markings located within the limits of the grooved in permanent markings, if necessary.

**50. Sanitary Sewer Relay SDR 35 PVC SP, 8-Inch, Item SPV.0090.06;
Sanitary Sewer Relay SDR 35 PVC SP, 10-Inch, Item SPV.0090.07.**

A Description

This special provision describes the construction of Sanitary Sewer Relay.

B Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material, and backfill to complete the relay as specified in the plans.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Consolidate backfill by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

Install relay at locations designated in the plan. The lateral connection locations designated in the plan are shown to the best of city records. Determine the exact location of the laterals as the existing services are exposed.

The City of West Allis is acquiring MMSD and WDNR approvals for the proposed sanitary sewer relay work. No work shall begin on the sanitary sewer relays until such approval has been granted. Contact Robert Hutter at (414) 587-1699 to confirm approvals have been obtained.

D Measurement

The department will measure Sanitary Sewer Relay, SDR 35 PVC SP by the linear foot, acceptably completed, from center of manhole to center of manhole or to connection point at existing main.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	Sanitary Sewer Relay SDR 35 PVC SP, 8-inch	LF
SPV.0090.07	Sanitary Sewer Relay SDR 35 PVC SP, 10-inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, removal of existing manholes and existing main, pipe bedding, and backfill.

51. Sanitary Sewer Relay C-900 DR-25 10-Inch, Item SPV.0090.08.

A Description

This special provision describes the construction of Sanitary Sewer Relay.

B Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material, and backfill to complete the relay as specified in the plans.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Consolidate backfill by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

Install relay at locations designated in the plan. The lateral connection locations designated in the plan are shown to the best of city records. Determine the exact location of the laterals as the existing services are exposed.

The City of West Allis is acquiring MMSD and WDNR approvals for the proposed sanitary sewer relay work. No work shall begin on the sanitary sewer relays until such approval has been granted. Contact Robert Hutter at (414) 587-1699 to confirm approvals have been obtained.

D Measurement

The department will measure Sanitary Sewer Relay, C-900 DR-25 by the linear foot, acceptably completed, from center of manhole to center of manhole or to connection point at existing main.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08.	Sanitary Sewer Relay C-900 DR-25 10-Inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, removal of existing manholes and existing main, pipe bedding, and backfill.

52. Building Sanitary Sewer, 6-Inch, Item SPV.0090.09.

A Description

This special provision describes the construction of Building Sanitary Sewer, 6-Inch.

B Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material, and backfill to complete the relay as specified in the plans.

Flexible couplings with stainless steel shear ring and clamps meeting ASTM C 1173 standards shall be used to connect existing clay pipe to new PVC pipe. PVC couplings shall be used to connect existing PVC pipe to proposed PVC pipe. All couplers shall be approved by the engineer before installation.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Building Sanitary Sewer, 6-Inch shall be installed to relay existing sanitary service as shown on the plan. In-line wye connections shall be installed on sanitary sewer relays to reconnect existing sanitary sewer laterals presently in service and/or as directed by the engineer. The locations of the existing sanitary sewer laterals are shown based on available records and actual locations may vary. Existing laterals shall be reconnected using appropriate bends and approved adapters as directed by the engineer. Existing sanitary laterals shall be located prior to installing the new wye connections or risers in relay sections.

The contractor shall inspect the existing lateral at the connection point to verify that pipe is in good condition and free of obstruction and report the inspection to the engineer prior to making the final connection.

Sanitary laterals shall be relayed so there is at least 6 inches between the bottom of the proposed storm sewer and the top of the proposed building sewer.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Building Sanitary Sewer, 6-Inch by the linear foot, acceptably completed, from center of manhole or sanitary main, to the end of the pipe laid.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.09.	Building Sanitary Sewer, 6-Inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill. No additional payment shall be made for any exploratory work needed to locate existing sanitary laterals.

**53. Building Storm Sewer, 6-Inch, Item SPV.0090.10.;
Building Storm Sewer, 8-Inch, Item SPV.0090.11.**

A Description

This special provision describes the construction of Building Storm Sewer, 6-Inch and 8-inch.

B Materials

Use materials conforming to Chapter 8.10 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish sewer pipe, adaptors, fittings, bedding material and backfill, to complete the relay as specified in the plans.

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

A core into the new mainline storm sewer will be required. Flexible couplings with stainless steel shear ring and clamps meeting ASTM C 1173 standards shall be used to connect existing clay or concrete pipe to new PVC pipe. PVC couplings shall be used to connect existing PVC pipe to proposed PVC pipe. All couplers shall be approved by the engineer before installation.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

D Measurement

The department will measure Building Storm Sewer by the linear foot, acceptably completed, from center of manhole or storm main, to the end of the pipe laid.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.10	Building Storm Sewer, 6-Inch	LF
SPV.0090.11	Building Storm Sewer, 8-Inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill. No additional payment shall be made for any exploratory work needed to locate existing storm laterals.

54. Water Main Relay, D.I.W.M CL 53 R.G.J., 12-Inch, Item SPV.0090.12.

A Description

This special provision describes the installation of Water Main Relay, D.I.W.M CL 53 R.G.J., 12-Inch.

B Materials

Use materials conforming to Chapter 8.18 and 8.22 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish water main pipe, fittings, polyethylene wrap, pipe bedding material, and backfill as specified in plans.

C Construction

The City of West Allis is acquiring WDNR approvals for the proposed water main relay work. No work shall begin on the water main until such approval has been granted. Contact Robert Hutter at (414) 302-8373 to confirm approvals have been obtained.

Use methods that conform to Chapter 4 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

Install at locations designated in the plans.

D Measurement

The department will measure Water Main Relay, D.I.W.M CL 53 R.G.J. 12-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.12	Water Main Relay, D.I.W.M. CL 53 R.G.J. 12-inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

55. Water Service, Copper, 1-Inch, Item SPV.0090.13.

A Description

This special provision describes the installation of Water Service, Copper, 1-Inch.

B Materials

Use materials conforming to Chapter 8.24 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish copper water service pipe, pipe bedding material, and backfill as specified in plans.

Supply the corporation, curb stop with curb box and the adaptor to connect to the existing lead service on site. Corporations shall be Ford FB600 Series, McDonald 74701B Series or Mueller B25000 Series. Curb stops shall be full port, ball valve, and copper tube size compression fitting. Acceptable models are Mueller B-25155, Ford B44, or A.Y. McDonald 76100. Curb boxes shall be "Minneapolis Pattern" manufactured by A.Y. McDonald, model #5614 or #5615, or approved equal.

When reconnecting to existing lead services, a No-Contract Lead Pak compression coupling shall be used to prevent direct contact of the lead plumbing line with other metallic water system components.

C Construction

Use methods that conform to Chapter 5 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, the AWWA C600-93 and supplemented as follows:

Tap all connections, install the copper pipe, curb stop, curb box and adaptor to complete the service installation as designated on the plans. 1-inch taps shall be direct tap, unless approved by the engineer.

Backfill shall be consolidated by flooding as described in Section 2.6.14 of the latest edition of The City of West Allis Addendum.

The locations designated in the plans are to the best of city records. The contractor shall determine the exact location of the services as they are verified in the field.

D Measurement

The department will measure Water Service, Copper, 1-Inch by the linear foot acceptably completed from the center of the water main to the curb stop. The copper service pipe used on the house side of the curb stop for reconnection to the existing private service line is incidental to the Water Service Installation. The cost of all taps shall be included in the price bid for linear feet of service. Water tapping fees are not required for this project.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.13	Water Service, Copper, 1-Inch	LF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill.

56. Management of Solid Waste, Item SPV.0195.01

A General

A.1 Description

This work will conform with the requirements of Section 205 of the Standard Specifications; to pertinent parts of the Wisconsin Administrative Code, Chapters NR 700-736 Environmental Investigation and Remediation of Environmental Contamination; Wisconsin Administration Code, Chapters NR 500-538, Solid Waste; and as shown on the plans and as supplemented herein.

Soil considered to be solid waste due to metals will be encountered within the construction limits. The solid waste may contain NR 500 non-exempt industrial wastes including soil mixed with foundry sand. Impacted waste material excavated during construction which cannot in the opinion of the environmental consultant be managed as common excavation or as petroleum-contaminated soil will be managed as solid waste.

This work consists of excavating, segregating, temporary stockpiling, loading, hauling, and disposing of solid waste material at a WDNR-approved disposal facility. The nearest WDNR-approved disposal facilities are:

Waste Management Orchard Ridge Landfill
W124 N9355 Boundary Road
Menomonee Falls, WI 53051
(866) 909-4458

Green For Life (GFL) Emerald Park Landfill
W124S10629 South 124th Street
Muskego, WI 53150
(414) 529-1360

Provide information to the environmental consultant and engineer that indicates the WDNR-approved disposal facility that the contractor will use.

A.2 Notice to the Contractor—Solid Waste Locations

The department and others completed hazardous materials assessment for locations within this project where excavation is required. Investigation for soil and groundwater contamination was conducted at select locations. Results indicate that solid waste (soil contaminated with metals) and possibly contaminated groundwater are present at the following locations as shown on the plans:

1. Station 15+10 L to 15+60 L, from 20 feet left of reference line to 65 feet left of reference line, from 10 to 16+ feet below grade. The estimated volume of solid waste soil to be excavated at this location is 2.9 CY (approximately 4.9 tons using a conversion factor of 1.7 tons per cubic yard). Groundwater at this location is contaminated with metals.
2. Station 15+30 L to 15+80 L, from 15 feet right of reference line to 65 feet right of reference line, from 11 to 16+ feet below grade. The estimated volume of solid waste soil to be excavated at this location is 6.8 CY (approximately 11.6 tons using a conversion factor of 1.7 tons per cubic yard). Groundwater at this location is contaminated with metals.
3. Station 16+10 L to 16+30 L, from 25 feet left of reference line to project limits left, from 4 to 16+ feet below grade. The estimated volume of solid waste soil to be excavated at this location is 0 CY (approximately 0 tons using a conversion factor of 1.7 tons per cubic yard).

Directly load solid waste soil excavated by the project at the above locations into trucks that will transport the material to a WDNR-licensed landfill facility for landfill disposal.

If obviously contaminated soils or signs of NR 500 non-exempt solid waste and hazardous materials are unexpectedly encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Examples of these unexpected conditions may include, but are not limited to, buried containers or tanks, noxious odors and fumes, stained soils, sheen on ground water, other industrial wastes, and significant volumes of municipal or domestic garbage.

Active groundwater monitoring wells were not observed within the construction limits during the hazardous materials assessment. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect the wells to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

If dewatering is required at the above locations, conduct the dewatering according to Section C below.

A.3 Excavation Management Plan Approval

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

Name: Andrew Malsom
 Address: 141 NW Barstow Street, Waukesha, WI 53187-0798
 Phone: (262) 548-6705
 Fax: (262) 548-6891
 E-mail: andrew.malsom@dot.wi.gov

A.4 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation
 Address: 150 N. Patrick Blvd. Ste. 180, Brookfield, WI 53045
 Contact: Bryan Bergmann
 Phone: (262) 901-2126 office, (262) 227-9210 cell
 Fax: (262) 879-1220
 E-mail: bbergmann@trccompanies.com

The role of the environmental consultant will be limited to:

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

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the area of solid waste fill described in A.2 to the environmental consultant. Identify the WDNR licensed landfill facility that will be used for disposal of solid waste and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the impacted area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of the solid waste.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the impacted areas. Notify the environmental consultant at least three calendar days prior to commencement of excavation in the impacted areas. Perform excavation in the impacted areas on a continuous basis until excavation work is completed. Do not transport soil containing solid waste offsite without prior approval from the environmental consultant.

A.5 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter historic fill contaminated with industrial waste (foundry sand) and associated regulated metals and organic compounds. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

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

The environmental consultant will periodically monitor soil excavated from the areas identified in A.2 above. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

Directly load and haul solid waste soil designated by the environmental consultant for offsite disposal to the WDNR approved landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of the material. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Verify that the vehicles used to transport material are licensed for such activity according to applicable state and federal regulations. Obtain the necessary disposal facility approvals and WDNR approvals for disposal. Do not transport regulated solid waste off-site without obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

During excavations in the areas of known contamination, larger pieces of clean concrete (~2 cubic feet), asphalt and bricks shall be segregated from the fill, to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations and will be reused as designated by the engineer as fill on the project, or it will be disposed of off-site at the contractor's disposal site(s).

If dewatering is required in areas of known contamination, water generated from dewatering activities may contain petroleum compounds and/or metals. Such water may require analytical testing, and with approval from the City of West Allis and the Milwaukee Metropolitan Sewerage District (MMSD) be discharged to the sanitary sewer as follows:

1. Meet all applicable requirements of the City of West Allis and MMSD including the control of suspended solids. Perform all necessary monitoring to document compliance with the City of West Allis and MMSD requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the City of West Allis and MMSD requirements.

2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

Groundwater with a petroleum sheen cannot be discharge to the sanitary sewer per MMSD guidelines. If dewatering is necessary where the groundwater has a sheen on the surface, the water shall be pumped into a holding tank or tanker truck for off-site testing and disposal.

Notify the engineer of any dewatering activities. Contractor shall obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

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

D Measurement

The department will measure solid waste by the ton of waste, accepted by the disposal facility and as documented by weight tickets.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Management of Solid Waste	TON

Payment is full compensation for excavating, segregating, loading, hauling, and landfill disposal of solid waste; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; dewatering of soils prior to transport, if necessary.

57. Sanitary Manhole 48-Inch Diameter, Item SPV.0200.01.

A Description

This special provision describes Sanitary Manhole, 48-Inch Diameter.

B Materials

Use materials conforming to Chapter 8 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and as supplemented as follows:

Furnish 48-inch-diameter precast manhole structures, brick, or concrete rings and mortar to complete the structure.

See materials section of “Sanitary Manhole With Solid Gasketed Lid, Item SPV.0060.08.”

C Construction

Use methods that conform to Chapter 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition, with the latest edition of The City of West Allis Addendum, and supplemented as follows:

Consolidate backfill by flooding as described in Section 2.6.14 of the latest edition of the City of West Allis Addendum.

Construct at locations designated in the plans.

D Measurement

The department will measure Sanitary Manhole, 48-Inch Diameter by the vertical foot from lowest invert to top of frame of each structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.01.	Sanitary Manhole 48-Inch Diameter	VF

Payment is full compensation for furnishing and placing all materials, including pavement sawing, pavement removal, excavation, pipe bedding, and backfill. Payment includes incidental pipe to reconnect existing sewer lines and adjustment to final grade.

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

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

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

I. BASIC CONCEPTS

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

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

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 9 (*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 6 (*number*) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

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 under-representation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

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) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) 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.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment 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 for Highway and Structure Construction and Construction and 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 – A 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. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, 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 DBE Commitment, 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 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday) **OR**
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. [Instructions for eSubmit.](#)

**Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.

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 DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), 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 the DBE Commitment submitted with bid OR 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 the DBE Commitment 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) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also 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 through eSubmit (preferred) OR to the DBE Office by email at: 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
- (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
 - 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 indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also 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: eSubmit (preferred) follow instructions OR when emailing files, use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, GFE" Email: 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 DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment 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 the DBE Commitment 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

*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 or DBE Commitment submitted with the bid.

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 the DBE Commitment 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 or the DBE Commitment entered with bid:
 - 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 DBE Commitment *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 below e. DBE Utilization beyond the approved DBE Commitment)

b. 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 DBE Commitment 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. 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.
- (4) 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.
- (5) 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.

- i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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.

c. 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 + 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

d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE 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 DBE Commitment is the DBE Program Engineer who can be reached at DBE_Alert@dot.wi.gov or (414) 335-0413.

e. DBE Utilization beyond the approved DBE Commitment

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 or DBE Commitment submitted with bid 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:

- (1) 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 DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) 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

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 the DBE Commitment or 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

GFESAMPLE MEMORANDUM

TO: DBE FIRMS
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR
SUBJECT: **REQUEST FOR DBE QUOTES**
LET DATE & TIME
DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation **Month- date -year** Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <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
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 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

	Active & Aggressive Category	Quality Category	Quantity Category	Scope & Intensity Category	Timing Category	Business Develop't Efforts	Total=
Solicitation Documentation							
Selected Work Items Documentation							
Documentation of Project Information provided to Interested DBEs							
Documentation of Negotiation with Interested DBEs							
Documentation of Sound Reason for Rejecting DBEs							
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials							
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support							
Documentation of other GFE activities							
Overall Total=							

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

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**
 - **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 – Team Review**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

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE ‘training session’ clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications, and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- 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

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the Department are the only ways to get work.

APPENDIX 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
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

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:	Total DBE Credit Value:

<p>FOR PRIME CONTRACTORS ONLY: 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.</p>	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<p>FOR PARTICIPATING DBE FIRMS ONLY: 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.</p> <p>FOR DBE TRUCKING FIRMS ONLY: 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 as listed below.</p>	Participating DBE Firm Representative's Signature & Date
	Participating DBE Firm Representative's Name (Print Name)
	Participating DBE Firm (Print Company Name)
	DBE Firm's Address:

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks



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

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:

415.3.16 Tolerance in Pavement Thickness

Replace the entire text with the following effective with the November 2021 letting:

415.3.16.1 General

- (1) Construct the plan thickness or thicker. The department will accept pavement thickness based on the results of department-performed acceptance testing conforming to:

Magnetic Pulse Induction	CMM 870: ASTM E3209 WTM
Probing.....	CMM 870: WTP C-002
Preplacement Measurement	CMM 870: WTP C-003

415.3.16.2 Pavement Units**415.3.16.2.1 Basic Units**

- (1) Basic unit is defined as a slip formed, single lane, with a minimum lane width of 10 feet, measured, from the pavement edge to the adjacent longitudinal joint; from one longitudinal joint to the next; or between pavement edges if there is no longitudinal joint.

415.3.16.2.2 Special Units

- (2) Establish special units for areas of fillets, intersections, gaps, gores, shoulders, ramps, pavement lanes less than 10 feet wide and other areas not included in basic units.

415.3.16.3 Test Plate Locations

- (1) Place department-furnished test plates. Within 5 business days after paving, enter the sequential number and associated position data into MRS available at:

<http://www.atwoodsystems.com/>

- (2) Contractor will maintain plate location markings for 10 business days after paving.

415.3.16.4 Acceptance Testing**415.3.16.4.1 Basic Units****415.3.16.4.1.2 Magnetic Pulse Induction**

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable. Department will determine limits of unacceptable pavement by performing the following:
- The engineer will test each consecutive plate stationed ahead and behind until the thickness test result is plan thickness or greater.
 - The engineer will direct the contractor to core the hardened concrete to determine the extent of the unacceptable area. In each direction, the contractor shall take cores at points approximately 20 feet from the furthest out of specification plate towards the plate that is plan thickness of greater. Once a core is within 80 to 100 percent pay range, the coring is complete and the limits of unacceptable pavement extend from the stationing between the core test results of 80 to 100 percent payment, inclusive of all unacceptable core and plate test results.
 - The contractor shall perform coring according to AASHTO T24. The department will evaluate the results according to AASHTO T148
 - The contractor shall fill core holes with concrete or mortar.

415.3.16.4.2 Special Units**415.3.16.4.2.1 Magnetic Pulse Induction**

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the department will measure the second plate in that unit. If both plates are required to be measured, then all six thickness measurements will be averaged for that unit. If the average of the six measurements is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable.

415.3.16.4.2.2 Probing

- (1) The department will measure slip form special units during concrete placement. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will probe 2 random locations within the special unit. The average of the two readings will be the reported measurement for the special unit.

415.3.16.4.2.3 Preplacement Measurement

- (1) The department will measure non-slip form special units before concrete placement.
- (2) Thickness corrections will be made to a conforming thickness by reshaping the base aggregate before the pavement is placed.

415.5.2 Adjusting Pay for Thickness

Replace the entire text with the following effective with the November 2021 letting:

- (1) The department will adjust pay for pavement thickness under the Nonconforming Thickness Concrete Pavement administrative item as follows:

FOR PAVEMENT THINNER THAN PLAN THICKNESS BY:	PERCENT OF THE CONTRACT UNIT PRICE
> 1/4 inch but <= 1/2 inch	80
> 1/2 inch but <= 3/4 inch	60
> 3/4 inch but <= 1 inch	50

- (2) When pavement of unacceptable final thickness is determined, as specified in 415.3.16.4, the department will direct the contractor to either:
 1. Remove and replace unacceptable concrete pavement to the nearest joint with new concrete pavement of conforming thickness. The department will pay once for the area at the full contract price.
 2. If the unacceptable pavement is less than 100 LF, the department may allow the concrete to remain in place without payment for the unacceptable area.

460.2.6 Recovered Asphaltic Binders

Replace paragraph two with the following effective with the November 2021 letting:

- (2) The contractor may replace virgin binder with recovered binder up to the maximum percentage allowed under 460.2.5 without further testing. When the design percent asphalt binder replaced exceeds the allowable limits in 460.2.5, the contractor must:
 - Document adjustments made to the mix design in the mix design submittal.
 - Submit test results that indicate the mixture's asphaltic binder meets or exceeds the upper and lower temperature grade requirements the bid item designates.
 - If only one recycled asphaltic material source is used, furnish one of the following:
 - Test results from extracted and recovered binder from the resultant mixture.
 - Blending charts that indicate the resultant mixture's high and low temperature PG as an interpolation of the percent binder replaced between the virgin binder's and the recycled asphaltic material source binder's high and low temperature PG.
 - If two or more recycled asphaltic material sources are used, furnish test results from extracted and

recovered binder from the resultant mixture.

501.2.6 Water

Retitle with the following effective with the November 2021 letting:

501.2.6 Mixing Water

501.2.6.2 Requirements

Replace paragraph two with the following effective with the November 2021 letting:

(2) Water from other sources must comply with the following:

Acidity, maximum of 0.1N NaOH to neutralize 200 mL of water; CMM 870: WTP C-001.....	2 mL
Alkalinity, maximum of 0.1N HCL to neutralize 200 mL of water; CMM 870: WTP C-001.....	15 mL
Maximum sulphate (SO ₄); CMM 870: WTP C-001.....	0.05 percent
Maximum chloride; CMM 870: WTP C-001.....	0.10 percent
Maximum total solids; CMM 870: WTP C-001	
Organic.....	0.04 percent
Inorganic.....	0.15 percent

501.3.2.4.2 Air Entrainment

Replace paragraph two with the following effective with the November 2021 letting:

(2) Test fresh concrete air content according to AASHTO T152 or AASHTO TP118 at the contract-required frequency and as the engineer directs. Test concrete placed by pumping or belting at the point of discharge from the pump line or belt.

501.3.7.1 Slump

Replace paragraph one with the following effective with the November 2021 letting:

- (1) Use a 1-inch to 4-inch slump for concrete used in structures or placed in forms, except as follows:
- Do not exceed a slump of 2 inches for grade E concrete.
 - Increase slump as specified in 502.3.5.3 for concrete placed underwater.
 - If BTS approves a concrete mixture using a superplasticizer, the contractor may increase slump for that mixture to a maximum of 9 inches without exceeding the maximum mix water allowed for that grade.

531.5 Payment

Replace paragraph two with the following effective with the November 2021 letting:

(2) Payment for Concrete Masonry Ancillary Structures Type NS is full compensation for providing concrete for non-standard sign structure foundations; and for anchor rod assemblies. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

Replace paragraph five with the following effective with the November 2021 letting:

(5) Payment for the Foundation bid items is full compensation for providing concrete foundations; for anchor rod assemblies; for reinforcing steel; and for embedded conduit and electrical components. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

642.2.2.1 General

Replace paragraph one with the following effective with the November 2021 letting:

(1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved. Ensure quality cell phone reception is achievable inside the field office.

701.3.1 General

Replace table 701-1 with the following effective with the November 2021 letting:

TABLE 701-1 TESTING AND CERTIFICATION STANDARDS

TEST	TEST STANDARD	MINIMUM REQUIRED CERTIFICATION (any one of the certifications listed for each test)
Random Sampling	CMM 830.9.2	Transportation Materials Sampling Technician (TMS) TMS Assistant Certified Technician (ACT-TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)
Sampling Aggregates	AASHTO T2 ^[1] ^[4]	TMS, ACT-TMS, AGGTEC-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11 ^[1]	AGGTEC-I, ACT-AGG
Fine & coarse aggregate gradation	AASHTO T27 ^[1]	
Aggregate moisture content	AASHTO T255 ^[1]	
Fractured faces	ASTM D5821 ^[1]	
Liquid limit	AASHTO T89	
Plasticity index	AASHTO T90 ^[3]	Aggregate Testing for Transportation Systems (ATTS) GRADINGTEC-I, or ACT-GRADING
Sampling freshly mixed concrete	AASHTO R60	PCCTEC-1 ACT-PCC
Air content of fresh concrete	AASHTO T152 ^[2] AASHTO TP118 ^[5]	
Air void system of fresh concrete	AASHTO TP118 ^[5]	
Concrete slump	AASHTO T119 ^[2]	
Concrete temperature	ASTM C1064	
Making and curing concrete specimens	AASHTO T23	
Moist curing for concrete specimens	AASHTO M201	
Concrete compressive strength	AASHTO T22	
Concrete flexural strength	AASHTO T97	
Concrete surface resistivity ^[2]	AASHTO T358	
Voids in aggregate	AASHTO T19	Concrete Strength Tester (CST) CST Assistant Certified Technician (ACT-CST)
Profiling	—	PCCTEC-II PROFILER

^[1] As modified in CMM 860.

^[2] As modified in CMM 870.

^[3] A plasticity check, if required under individual QMP specifications, may be performed by an AGGTEC-I in addition to the certifications listed for liquid limit and plasticity index tests.

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

^[5] Consolidate by rodding.

710.2 Small Quantities

Replace the entire text with the following effective with the November 2021 letting:

- (1) The department defines small quantities as follows:
 - As specified in 715.1.1.2 for class I concrete.
 - Less than 50 cubic yards of class II ancillary concrete placed under a single bid item.
- (2) For contracts with only small quantities of material subject to testing, 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. Provide one of the following for aggregate process control:
 - Documented previous testing dated within 120 calendar days. Provide gradation test results to the engineer before placing material.
 - Non-random start-up gradation testing.

710.4 Concrete Mixes

Replace paragraph two with the following effective with the November 2021 letting:

- (2) At least 7 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, air content, and SAM number.
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 aggregate production records dated within 2 years if using those results in the design. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:
 - DT2220 for combined aggregate gradations.
 - DT2221 for optimized aggregate gradations.
4. For optimized concrete mixtures:
 - Complete the worksheets within DT2221 according to the directions.
 - Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.
 - Verify slip-form mixture workability according to AASHTO TP137 and conformance to specifications through required trial batching.
 - Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.

Replace paragraph four with the following effective with the November 2021 letting:

- (4) Prepare and submit modifications to a concrete mix to the engineer for approval 3 business days before using that modified mix. Modifications requiring the engineer's approval include changes in:
 1. Source of any material. For paving and barrier mixes, a source change for fly ash of the same class does not constitute a mix design change.
 2. Quantities of cementitious materials.
 3. Addition or deletion of admixtures. Minor admixture dosage adjustments required to maintain air content or slump do not require engineer review or approval.

710.5.5 Strength

Replace paragraph one with the following effective with the November 2021 letting:

- (1) Cast all 6" x 12" cylinders or all 6" x 6" x 21" beams in a set from the same sample. Do not cast more than one set of specimens from a single truckload of concrete. Mark each specimen to identify the lot and subplot or location on the project it represents.

710.5.6 Aggregate Testing

Retitle and replace the entire text with the following effective with the November 2021 letting:

710.5.6 Aggregate Testing During Concrete Production

710.5.6.1 General

- (1) The department will accept gradation based on the results of department-performed acceptance testing.
- (2) The department and contractor will obtain samples using the same method. When belt sampling, contractor personnel shall obtain samples for the department under the direct observation of the department personnel. Contractor will define sampling method in the QMP or abbreviated QMP.

710.5.6.2 Contractor Control Charts

710.5.6.2.1 General

- (1) Test aggregate gradations during concrete production except as allowed for small quantities under 710.2. Required contractor testing will be performed using non-random samples.
- (2) Sample aggregates from either the conveyor belt or from the working face of the stockpiles.
- (3) Sample aggregates within 2 business days before placement for each mix design. Include this gradation on the control charts.
- (4) Report gradation test results and provide control charts to the engineer within 1 business day of obtaining the sample. Submit results to the engineer and electronically into MRS as specified in 701.1.2.7.
- (5) Conduct aggregate testing at the minimum frequency shown based on the anticipated daily cumulative plant production for each mix design. The contractor's concrete production tests can be used for the same mix design on multiple contracts.

TABLE 710-1 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS I

DAILY PLANT PRODUCTION RATE FOR WisDOT WORK	MINIMUM FREQUENCY
Gradation Report Before Placement	
1000 cubic yards or less	one test per day
more than 1000 cubic yards	two tests per day

TABLE 710-2 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS II

MINIMUM FREQUENCY
Gradation Report Before Placement
One test per calendar week of production

710.5.6.2.2 Optimized Aggregate Gradation Control Charts

- (1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the following:
 - 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
 - Sum of volumetric percentages retained on No. 8, No. 16, and No. 30 sieves.
 - Sum of volumetric percentages retained on No. 30, No. 50, No. 100, and No. 200 sieves.
- (2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the volumetric percent retained of the optimized aggregate gradation limits specified in table 501-4.
- (3) Throughout the contract, construct a 4-point running average of the volumetric percent retained for each sieve to determine if the blended aggregate gradation is within the tarantula curve limits specified in table 501-4.

710.5.6.2.3 Combined Aggregate Gradation Control Charts

- (1) 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.
- (2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the percent passing by weight requirements of the combined aggregate gradation limits specified in table 501-4.
- (3) Throughout the contract, construct a 4-point running average of the percent passing by weight for each sieve to determine if the blended aggregate gradation is within the combined aggregate gradation limits specified in table 501-4.

710.5.6.3 Department Acceptance Testing

- (1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.
- (2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.
- (3) The department will obtain the sample and deliver to regional testing lab in the same day. Department will report gradation test results to the contractor within 1 business day of being delivered to the lab. Department and contractor can agree to an alternative test result reporting timeframe; alternative timeframe is required to be documented in the QMP.
- (4) Additional samples may be taken at the engineer's discretion due to change in condition.

TABLE 710-3 DEPARTMENT GRADATION TESTING FREQUENCY

CONCRETE CLASSIFICATION	MINIMUM DEPARTMENT FREQUENCY
Class I: Pavement	1 test per placement day for first 5 days of placement. If all samples are passing, reduced frequency is applied.
	Reduced frequency: 1 test per calendar week of placement
Class I: Structures	1 test per 250 CY placed <ul style="list-style-type: none"> - Minimum of 1 test per substructure - Minimum of 1 test per superstructure

Class I: Cast-in-Place Barrier	1 test per 500 CY placed
Class II	No minimum testing

710.5.7 Corrective Action

Replace the entire text with the following effective with the November 2021 letting:

710.5.7.1 Optimized Aggregate Gradations

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, do the following:
1. Notify the other party immediately.
 2. Perform corrective action documented in the QC plan or as the engineer approves.
 3. Document and provide corrective action results to the engineer as soon as they are available.
 4. Department will conduct two tests within the next business day after corrective action is complete.
 5. If blended aggregate gradations are within the tarantula curve limits by the second department test:
 - Continue with concrete production.
 - Contractor will include a break in the 4-point running average.
 - For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
 6. If blended aggregate gradations are not within the tarantula curve limits by the second department test:
 - Provide a new mix design with an increased cementitious content.
 - If the mix design already has a cementitious content of 565 or more pounds per cubic yard, provide a new mix design.
 - If the contract requires optimized aggregate gradations under 501.2.7.4.2.1(2), stop concrete production and submit a new mix design.
- (2) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.
- (3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

710.5.7.2 Combined Aggregate Gradations

- (1) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by less than or equal to 1.0 percent on a single sieve size, do the following:
1. Notify the other party immediately.
 2. Perform corrective action documented in the QC plan or as the engineer approves.
 3. Document and provide corrective action results to the engineer as soon as they are available.
 4. Department will conduct two tests within the next business day after corrective action is complete.
 5. If blended aggregate gradations are within the combined aggregate gradation limits by the second department test:
 - Continue with concrete production.
 - Contractor will include a break in the 4-point running average.
 - For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
 6. If blended aggregate gradations are not within the combined aggregate gradation limits by the second department test, stop concrete production and submit a new mix design.
- (2) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.
- (3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

715.3.1.1 General

Replace paragraphs three and four with the following effective with the November 2021 letting:

- (3) Cast a set of 3 additional 6"x12" cylinders and test the concrete surface resistivity according to AASHTO T358. Perform this testing at least once per lot if total contract quantities are greater than or equal to the following:
 - 20,000 square yards for pavements.
 - 5,000 linear feet for barriers.
 - 500 cubic yards for structure concrete.

Submit the resistivity to the nearest tenth into MRS for information only. Resistivity testing is not required for the following:

- Lot with less than 3 sublots.
- Concrete items classified as ancillary.
- Concrete placed under the following bid items:
 - Concrete Pavement Approach Slab
 - Concrete Masonry Culverts
 - Concrete Masonry Retaining Walls
- (4) Test the air void system at least once per lot and enter the SAM number in MRS for information only. SAM testing is not required for the following:
 - For lots with less than 3 sublots.
 - High early strength (HES) concrete.
 - Special high early strength (SHES) concrete.
 - Concrete placed under the following bid items:
 - Concrete Pavement Approach Slab
 - Concrete Masonry Culverts
 - Concrete Masonry Retaining Walls
 - Steel Grid Floor Concrete Filled
 - Crash Cushions Permanent
 - Crash Cushions Permanent Low Maintenance
 - Crash Cushions Temporary

715.3.1.2.3 Lots by Cubic Yard

Replace the entire text with the following effective with the November 2021 letting:

- (1) Define standard lots and sublots conforming to the following:

TABLE 715-1 CLASS I - LOT AND SUBLot SIZES

CONCRETE CLASSIFICATION	LOT SIZE	SUBLot SIZE	NUMBER OF SUBLots PER LOT
Class I: Pavement	1250 cubic yards	250 cubic yards	5
Class I: Structures	250 cubic yards	50 cubic yards	5
Class I: Cast-in-Place Barrier	500 cubic yards	100 cubic yards	5

- (2) The contractor may include sublots less than or equal to 25 percent of the standard volume in the previous subplot. For partial sublots exceeding 25 percent of the standard volume, notify the engineer who will direct additional testing to represent that partial subplot.
- (3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 3 or more sublots for that lot.

715.3.2 Strength Evaluation

Replace the entire text with the following effective with the November 2021 letting:

715.3.2.1 General

- (1) The department will make pay adjustments for strength on a lot-by-lot basis using the compressive strength of contractor QC cylinders or the flexural strength of contractor QC beams.

-
- (2) Randomly select 2 QC specimens to test at 28 days for percent within limits (PWL). Compare the strengths of the 2 randomly selected QC specimens and determine the 28-day subplot average strength as follows:
- If the lower strength divided by the higher strength is 0.9 or more, average the 2 QC specimens.
 - If the lower strength divided by the higher strength is less than 0.9, break one additional specimen and average the 2 higher strength specimens.

715.3.2.2 Removal and Replacement

715.3.2.2.1 Pavement

- (1) If a subplot strength is less than 2500 psi in compressive strength or 500 psi in flexural strength, the department may direct the contractor to core that subplot to determine its structural adequacy and whether to direct removal.
- (2) If the engineer directs coring, obtain three cores from the subplot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24.
- (3) Have an independent consultant test cores according to AASHTO T24.
- (4) The department will assess concrete for removal and replacement based on a subplot-by-subplot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.
- (5) The subplot pavement is conforming if the compressive strengths of all cores from the subplot are 2500 psi or greater.
- (6) The subplot pavement is nonconforming if the compressive strengths of any core from the subplot is less than 2500 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

715.3.2.2.2 Structures and Cast-in-Place Barrier

- (1) The department will evaluate the subplot for possible removal and replacement if the 28-day subplot average compressive strength is lower than $f'c$ minus 500 psi. The value of $f'c$ is the design stress the plans show. The department may assess further strength price reductions or require removal and replacement only after coring the subplot.
- (2) The engineer may initially evaluate the subplot strength using a non-destructive method. Based on the results of non-destructive testing, the department may accept the subplot at the previously determined pay for the lot, or direct the contractor to core the subplot.
- (3) If the engineer directs coring, obtain three cores from the subplot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24. Determine core locations, subject to the engineer's approval, that do not interfere with structural steel.
- (4) Have an independent consultant test cores according to AASHTO T24.
- (5) The department will assess concrete for removal and replacement based on a subplot-by-subplot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.
- (6) If the 3-core average is greater than or equal to 85 percent of $f'c$, and no individual core is less than 75 percent of $f'c$, the engineer will accept the subplot at the previously determined pay for the lot. If the 3-core average is less than 85 percent of $f'c$, or an individual core is less than 75 percent of $f'c$, the engineer may require the contractor to remove and replace the subplot. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

715.3.3 Aggregate

Replace the entire text with the following effective with the November 2021 letting:

715.3.3.1 General

- (1) Except as allowed for small quantities in 710.2, test aggregate conforming to 710.5.6.

715.3.3.2 Structures

- (1) In addition to the aggregate testing required under 710.5.6, determine the fine and coarse aggregate moisture content for each sample.
- (2) Calculate target batch weights for each mix when production of that mix begins. Whenever the moisture content of the fine or coarse aggregate changes by more than 0.5 percent, adjust the batch weights to maintain the design w/cm ratio.

715.5 Payment

Replace the entire text with the following effective with the November 2021 letting:

715.5.1 General

- (1) The department will pay incentive for compressive strength under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The pay factor that is calculated from the equations in 715.5.2(2) and 715.5.3(2) will be applied to the unit costs listed below:
- Pavement: \$45 per SY.
 - Structure: \$635 per CY.
 - Cast-in-place barrier: \$75 per LF.
- (5) 28-day strength average for a lot is the average of the individual subplot strengths within the given lot.
- (6) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (7) Submit test results to the department electronically using MRS software. The department will validate contractor data before determining pay adjustments.
- (8) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

715.5.2 Compressive Strength

- (1) The department will measure PWL relative to strength lower specification limits as follows:
- Compressive strength of 3700 psi for pavements.
 - Compressive strength of 4000 psi for structures and cast-in-place barrier.

- (2) The department will adjust pay for each lot using equation "Comp2022" as follows:

Percent within Limits (PWL)	Pay Factor (%)
>= 90 to 100	$(1/5 \times \text{PWL}) + 82$
>= 85 to < 90	100
>= 50 to < 85	$(5/7 \times \text{PWL}) + (275/7)$
< 50	50 ^[1]

^[1] Any material resulting in a lot PWL value less than 50 will be evaluated according to 715.3.2. In the event the material remains in place, it will be paid at 50 percent of the contract unit price of the concrete bid item.

- (3) The department will not pay incentive if the lot standard deviation is greater than the following:
- 400 psi for pavement.
 - 350 psi for structure and cast-in-place barrier
- (4) For lots with less than 3 sublots, there is no incentive but the department will reduce pay by 50 percent of the contract unit price for sublots with an average compressive strength below the following:
- 3700 psi for pavements.
 - 4000 psi for structures and cast-in-place barrier.

715.5.3 Flexural Strength

- (1) The department will measure PWL relative to strength lower specification limits as follows:
- Flexural strength of 650 psi for pavements.

- (2) The department will adjust pay for each lot using equation "Flex2022" as follows:

Percent within Limits (PWL)	Pay Factor (%)
>= 90 to 100	$(2/5 \times \text{PWL}) + 64$
>= 85 to < 90	100

>= 50 to < 85
< 50

$(5/7 \times \text{PWL}) + (275/7)$
50^[1]

^[1] Material resulting in a lot PWL value less than 50 will be evaluated according to 715.3.2. In the event the material remains in place, it will be paid at 50 percent of the contract unit price of the concrete bid item.

- (3) The department will not pay incentive if the lot standard deviation is greater than 60 psi.
 - (4) For lots with less than 3 sublots, there is no incentive but the department will reduce pay by 50 percent of the contract unit price for sublots with an average flexural strength below 650 psi.
-

ERRATA**460.2.2.3 Aggregate Gradation Master Range****Correct errata by adding US Standard equivalent sieve sizes.**

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

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm) (1 1/2 inch)	No. 2 (25.0 mm) (1 inch)	No.3 (19.0 mm) (3/4 inch)	No. 4 (12.5 mm) (1/2 inch)	No. 5 (9.5 mm) (3/8 inch)	No. 6 (4.75 mm) (3/16 inch)	SMA No. 4 (12.5 mm) (1/2 inch)	SMA No. 5 (9.5 mm) (3/8 inch)
50.0-mm (2-inch)	100							
37.5-mm (1 1/2-inch)	90 - 100	100						
25.0-mm (1-inch)	90 max	90 - 100	100					
19.0-mm (3/4-inch)	—	90 max	90 - 100	100			100	
12.5-mm (1/2-inch)	—	—	90 max	90 - 100	100		90 - 97	100
9.5-mm (3/8-inch)	—	—	—	90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm (No. 4)	—	—	—	—	90 max	90 - 100	25 - 35	35 - 45
2.36-mm (No. 8)	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm (No. 16)	—	—	—	—	—	30 - 55	—	—
0.60-mm (No. 30)	—	—	—	—	—	—	18 max	18 max
0.075-mm (No. 200)	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min ^[1]	15.0 min ^[2]	16.0 - 17.5	16.0 min	17.0 min

^[1] 14.5 for LT and MT mixes.

^[2] 15.5 for LT and MT mixes.

715.5.1 General**Correct the bid item number for Incentive Compressive Strength Concrete Pavement.**

- (1) The department will pay incentive for compressive strength under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 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 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. 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
- 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: WI20220010 01/21/2022

Superseded General Decision Number: WI20210010

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022

BRWI0001-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2020

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...	\$ 36.68	23.40

BRWI0003-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

BRWI0006-002 06/01/2020

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48

BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72

BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

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 06/01/2020

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43

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
PILEDRIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

 CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

 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 12/26/2021

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:.....	\$ 37.83	21.89

 ELEC0014-007 05/30/2021

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 28.50	15.92

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 05/30/2021

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.....	\$ 36.14	29.75%+10.26

 ELEC0159-003 05/30/2021

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.....	\$ 43.38	23.13

 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 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

 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 06/01/2021		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 43.45	24.89

ELEC0494-005 06/01/2021		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0494-013 06/01/2021		

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.....	\$ 22.39	18.80
Technician.....	\$ 32.49	20.26

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 06/01/2021

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:.....	\$ 35.66	29.50%+10.00

 ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

 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, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

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

IRON0008-003 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

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

IRON0383-001 06/06/2021

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.....	\$ 37.75	27.06

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 06/03/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 05/03/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80

LAB00113-002 06/01/2021

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.40	22.26
Group 2.....	\$ 31.55	22.26
Group 3.....	\$ 31.75	22.26
Group 4.....	\$ 31.90	22.26
Group 5.....	\$ 32.05	22.26
Group 6.....	\$ 27.89	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

LAB00113-003 06/01/2021

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.65	22.26
Group 2.....	\$ 30.75	22.26
Group 3.....	\$ 30.80	22.26
Group 4.....	\$ 31.00	22.26
Group 5.....	\$ 30.85	22.26
Group 6.....	\$ 27.74	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

LAB00113-011 06/01/2021

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.46	22.26
Group 2.....	\$ 30.61	22.26
Group 3.....	\$ 30.81	22.26
Group 4.....	\$ 30.78	22.26
Group 5.....	\$ 31.11	22.26
Group 6.....	\$ 27.60	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

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

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

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

PAIN0108-002 06/01/2021

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.52	23.27

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2021

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.70	24.50
Brush.....	\$ 35.95	24.50
Spray & Sandblast.....	\$ 36.70	24.50

PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,

ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.98	18.78

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2021

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.....	\$ 29.98	18.78

PAIN0934-001 06/01/2021

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.52	23.27
Spray.....	\$ 37.52	23.27
Structural Steel.....	\$ 36.67	23.27

PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

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

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 Division National Office Branch of Wage Surveys. 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: WI20220008 01/21/2022

Superseded General Decision Number: WI20210008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022

BRWI0001-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2020

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...	\$ 36.68	23.40

BRWI0003-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

BRWI0006-002 06/01/2020

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48

BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72

BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

BRWI0009-001 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0013-002 06/03/2019

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.56	24.23

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

BRWI0021-002 06/01/2020

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.80	24.97

BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43

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
PILEDRIVER.....	\$ 34.12	18.00

 CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

 CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

 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

 CARP2337-003 06/01/2019

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

 * ELEC0014-002 12/26/2021

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:.....	\$ 37.83	21.89

 ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

 ELEC0158-002 05/30/2021

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.....	\$ 36.14	29.75%+10.26

 ELEC0159-003 05/30/2021

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.....	\$ 43.38	23.13

 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 05/30/2021

DOUGLAS COUNTY

Rates Fringes

Electricians:.....	\$ 41.37	69.25%
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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 06/01/2021

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....	\$ 43.45	24.89
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ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....	\$ 44.39	25.67
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ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes

Electricians:.....	\$ 37.91	22.74
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ELEC0577-003 06/01/2021

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:.....	\$ 35.66	29.50%+10.00

ELEC0890-003 06/01/2021		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

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

 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).

 IRON0008-002 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

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

IRON0008-003 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

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

IRON0383-001 06/06/2021

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.....	\$ 37.75	27.06

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 06/03/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 05/03/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80

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

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

LAB00113-008 06/01/2020

MILWAUKEE, OZAUKEE, 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

* 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.

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

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

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

 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

 TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 32.72	23.81

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

August 2018

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, 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.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	204.0100 Removing Concrete Pavement	5,544.000 SY	_____.	_____.
0004	204.0109.S Removing Concrete Surface Partial Depth	5,518.000 SF	_____.	_____.
0006	204.0120 Removing Asphaltic Surface Milling	1,235.000 SY	_____.	_____.
0008	204.0150 Removing Curb & Gutter	177.000 LF	_____.	_____.
0010	204.0155 Removing Concrete Sidewalk	1,010.000 SY	_____.	_____.
0012	204.0195 Removing Concrete Bases	31.000 EACH	_____.	_____.
0014	204.0210 Removing Manholes	5.000 EACH	_____.	_____.
0016	204.0215 Removing Catch Basins	3.000 EACH	_____.	_____.
0018	204.0245 Removing Storm Sewer (size) 01. 12-Inch	750.000 LF	_____.	_____.
0020	204.0250 Abandoning Manholes	2.000 EACH	_____.	_____.
0022	204.0260 Abandoning Inlets	2.000 EACH	_____.	_____.
0024	204.0280 Sealing Pipes	3.000 EACH	_____.	_____.
0026	204.0291.S Abandoning Sewer	3.000 CY	_____.	_____.
0028	205.0100 Excavation Common	3,720.000 CY	_____.	_____.
0030	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	10.000 TON	_____.	_____.
0032	213.0100 Finishing Roadway (project) 01. 2160-05-71	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	213.0100 Finishing Roadway (project) 02. 2995-04-74	1.000 EACH	_____.	_____.
0036	213.0100 Finishing Roadway (project) 03. 2995-05-77	1.000 EACH	_____.	_____.
0038	305.0120 Base Aggregate Dense 1 1/4-Inch	2,238.000 TON	_____.	_____.
0040	310.0110 Base Aggregate Open-Graded	6.000 TON	_____.	_____.
0042	311.0110 Breaker Run	1,479.000 TON	_____.	_____.
0044	320.0125 Concrete Base 6-Inch	154.000 SY	_____.	_____.
0046	415.0080 Concrete Pavement 8-Inch	370.000 SY	_____.	_____.
0048	415.0090 Concrete Pavement 9-Inch	4,960.000 SY	_____.	_____.
0050	415.4100 Concrete Pavement Joint Filling	5,310.000 SY	_____.	_____.
0052	416.0170 Concrete Driveway 7-Inch	213.000 SY	_____.	_____.
0054	416.0610 Drilled Tie Bars	661.000 EACH	_____.	_____.
0056	416.0620 Drilled Dowel Bars	358.000 EACH	_____.	_____.
0058	455.0605 Tack Coat	136.000 GAL	_____.	_____.
0060	460.2000 Incentive Density HMA Pavement	250.000 DOL	1.00000	250.00
0062	460.6424 HMA Pavement 4 MT 58-28 H	246.000 TON	_____.	_____.
0064	465.0120 Asphaltic Surface Driveways and Field Entrances	14.000 TON	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0066	601.0331 Concrete Curb & Gutter 31-Inch	1,418.000 LF	_____.	_____.
0068	601.0407 Concrete Curb & Gutter 18-Inch Type D	10.000 LF	_____.	_____.
0070	601.0600 Concrete Curb Pedestrian	104.000 LF	_____.	_____.
0072	602.0410 Concrete Sidewalk 5-Inch	6,911.000 SF	_____.	_____.
0074	602.0420 Concrete Sidewalk 7-Inch	1,592.000 SF	_____.	_____.
0076	602.0505 Curb Ramp Detectable Warning Field Yellow	120.000 SF	_____.	_____.
0078	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	12.000 SF	_____.	_____.
0080	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	314.000 LF	_____.	_____.
0082	608.0421 Storm Sewer Pipe Reinforced Concrete Class IV 21-Inch	360.000 LF	_____.	_____.
0084	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	136.000 LF	_____.	_____.
0086	611.0530 Manhole Covers Type J	6.000 EACH	_____.	_____.
0088	611.0648 Inlet Covers Type R	7.000 EACH	_____.	_____.
0090	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0092	611.2005 Manholes 5-FT Diameter	3.000 EACH	_____.	_____.
0094	611.8110 Adjusting Manhole Covers	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	612.0106 Pipe Underdrain 6-Inch	80.000 LF	_____.	_____.
0098	619.1000 Mobilization	1.000 EACH	_____.	_____.
0100	624.0100 Water	11.000 MGAL	_____.	_____.
0102	625.0100 Topsoil	316.000 SY	_____.	_____.
0104	628.1905 Mobilizations Erosion Control	23.000 EACH	_____.	_____.
0106	628.1910 Mobilizations Emergency Erosion Control	10.000 EACH	_____.	_____.
0108	628.2006 Erosion Mat Urban Class I Type A	155.000 SY	_____.	_____.
0110	628.7005 Inlet Protection Type A	4.000 EACH	_____.	_____.
0112	628.7010 Inlet Protection Type B	3.000 EACH	_____.	_____.
0114	628.7015 Inlet Protection Type C	32.000 EACH	_____.	_____.
0116	628.7560 Tracking Pads	1.000 EACH	_____.	_____.
0118	629.0210 Fertilizer Type B	0.400 CWT	_____.	_____.
0120	630.0130 Seeding Mixture No. 30	2.200 LB	_____.	_____.
0122	630.0500 Seed Water	3.500 MGAL	_____.	_____.
0124	631.0300 Sod Water	4.000 MGAL	_____.	_____.
0126	631.1000 Sod Lawn	185.000 SY	_____.	_____.
0128	637.2210 Signs Type II Reflective H	256.060 SF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0130	637.2215 Signs Type II Reflective H Folding	71.280 SF	_____.	_____.
0132	638.2602 Removing Signs Type II	40.000 EACH	_____.	_____.
0134	638.3000 Removing Small Sign Supports	5.000 EACH	_____.	_____.
0136	643.0300 Traffic Control Drums	4,884.000 DAY	_____.	_____.
0138	643.0410 Traffic Control Barricades Type II	656.000 DAY	_____.	_____.
0140	643.0420 Traffic Control Barricades Type III	8,087.000 DAY	_____.	_____.
0142	643.0705 Traffic Control Warning Lights Type A	16,662.000 DAY	_____.	_____.
0144	643.0715 Traffic Control Warning Lights Type C	376.000 DAY	_____.	_____.
0146	643.0800 Traffic Control Arrow Boards	47.000 DAY	_____.	_____.
0148	643.0900 Traffic Control Signs	22,010.000 DAY	_____.	_____.
0150	643.0920 Traffic Control Covering Signs Type II	49.000 EACH	_____.	_____.
0152	643.1000 Traffic Control Signs Fixed Message	46.500 SF	_____.	_____.
0154	643.1050 Traffic Control Signs PCMS	112.000 DAY	_____.	_____.
0156	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0158	645.0111 Geotextile Type DF Schedule A	36.000 SY	_____.	_____.
0160	646.1050 Marking Line Grooved Permanent Tape 4-Inch	3,434.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0162	646.3050 Marking Line Grooved Permanent Tape 8-Inch	862.000 LF	_____.	_____.
0164	646.9000 Marking Removal Line 4-Inch	834.000 LF	_____.	_____.
0166	646.9100 Marking Removal Line 8-Inch	108.000 LF	_____.	_____.
0168	649.0150 Temporary Marking Line Removable Tape 4-Inch	183.000 LF	_____.	_____.
0170	650.4000 Construction Staking Storm Sewer	6.000 EACH	_____.	_____.
0172	650.4500 Construction Staking Subgrade	580.000 LF	_____.	_____.
0174	650.7000 Construction Staking Concrete Pavement	580.000 LF	_____.	_____.
0176	650.8500 Construction Staking Electrical Installations (project) 01. 2160-05-71	LS	LUMP SUM	_____.
0178	650.8500 Construction Staking Electrical Installations (project) 02. 2995-04-74	LS	LUMP SUM	_____.
0180	650.8500 Construction Staking Electrical Installations (project) 03. 2995-05-77	LS	LUMP SUM	_____.
0182	650.9000 Construction Staking Curb Ramps	13.000 EACH	_____.	_____.
0184	650.9910 Construction Staking Supplemental Control (project) 01. 2160-05-71	LS	LUMP SUM	_____.
0186	650.9910 Construction Staking Supplemental Control (project) 02. 2995-05-74	LS	LUMP SUM	_____.
0188	650.9910 Construction Staking Supplemental Control (project) 03. 2995-05-77	LS	LUMP SUM	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0190	650.9920 Construction Staking Slope Stakes	580.000 LF	_____.	_____.
0192	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	813.000 LF	_____.	_____.
0194	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,460.000 LF	_____.	_____.
0196	652.0615 Conduit Special 3-Inch	184.000 LF	_____.	_____.
0198	652.0700.S Install Conduit into Existing Item	1.000 EACH	_____.	_____.
0200	653.0140 Pull Boxes Steel 24x42-Inch	22.000 EACH	_____.	_____.
0202	653.0905 Removing Pull Boxes	24.000 EACH	_____.	_____.
0204	654.0101 Concrete Bases Type 1	4.000 EACH	_____.	_____.
0206	654.0102 Concrete Bases Type 2	8.000 EACH	_____.	_____.
0208	654.0110 Concrete Bases Type 10	4.000 EACH	_____.	_____.
0210	654.0113 Concrete Bases Type 13	1.000 EACH	_____.	_____.
0212	654.0120 Concrete Bases Type 10-Special	3.000 EACH	_____.	_____.
0214	654.0217 Concrete Control Cabinet Bases Type 9 Special	3.000 EACH	_____.	_____.
0216	655.0230 Cable Traffic Signal 5-14 AWG	2,078.000 LF	_____.	_____.
0218	655.0240 Cable Traffic Signal 7-14 AWG	205.000 LF	_____.	_____.
0220	655.0260 Cable Traffic Signal 12-14 AWG	3,961.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0222	655.0270 Cable Traffic Signal 15-14 AWG	135.000 LF	_____.	_____.
0224	655.0320 Cable Type UF 2-10 AWG Grounded	1,694.000 LF	_____.	_____.
0226	655.0515 Electrical Wire Traffic Signals 10 AWG	3,888.000 LF	_____.	_____.
0228	655.0610 Electrical Wire Lighting 12 AWG	1,521.000 LF	_____.	_____.
0230	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. 76th Street & Becher Street	LS	LUMP SUM	_____.
0232	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. 92nd Street & Lincoln Avenue	LS	LUMP SUM	_____.
0234	656.0200 Electrical Service Meter Breaker Pedestal (location) 03. 60th Street & Greenfield Avenue	LS	LUMP SUM	_____.
0236	657.0100 Pedestal Bases	7.000 EACH	_____.	_____.
0238	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	9.000 EACH	_____.	_____.
0240	657.0310 Poles Type 3	9.000 EACH	_____.	_____.
0242	657.0345 Poles Type 9	2.000 EACH	_____.	_____.
0244	657.0347 Poles Type 9-Special	2.000 EACH	_____.	_____.
0246	657.0351 Poles Type 10-Over Height	2.000 EACH	_____.	_____.
0248	657.0352 Poles Type 10-Special	1.000 EACH	_____.	_____.
0250	657.0360 Poles Type 13	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0252	657.0405 Traffic Signal Standards Aluminum 3.5-FT	1.000 EACH	_____.	_____.
0254	657.0420 Traffic Signal Standards Aluminum 13-FT	5.000 EACH	_____.	_____.
0256	657.0425 Traffic Signal Standards Aluminum 15-FT	1.000 EACH	_____.	_____.
0258	657.0525 Monotube Arms 25-FT	1.000 EACH	_____.	_____.
0260	657.0530 Monotube Arms 30-FT	3.000 EACH	_____.	_____.
0262	657.0541 Monotube Arms 40-FT-Special	2.000 EACH	_____.	_____.
0264	657.0546 Monotube Arms 45-FT-Special	1.000 EACH	_____.	_____.
0266	657.0550 Monotube Arms 50-FT	1.000 EACH	_____.	_____.
0268	657.0585 Trombone Arms 15-FT	3.000 EACH	_____.	_____.
0270	657.0590 Trombone Arms 20-FT	1.000 EACH	_____.	_____.
0272	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	9.000 EACH	_____.	_____.
0274	657.0806 Luminaire Arms Steel 6-FT	3.000 EACH	_____.	_____.
0276	658.0173 Traffic Signal Face 3S 12-Inch	46.000 EACH	_____.	_____.
0278	658.0174 Traffic Signal Face 4S 12-Inch	6.000 EACH	_____.	_____.
0280	658.0416 Pedestrian Signal Face 16-Inch	24.000 EACH	_____.	_____.
0282	658.0500 Pedestrian Push Buttons	24.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0284	658.5069 Signal Mounting Hardware (location) 01. 76th Street & Becher Street	LS	LUMP SUM	_____.
0286	658.5069 Signal Mounting Hardware (location) 02. 92nd Street & Lincoln Avenue	LS	LUMP SUM	_____.
0288	658.5069 Signal Mounting Hardware (location) 03. 60th Street & Greenfield Avenue	LS	LUMP SUM	_____.
0290	659.1125 Luminaires Utility LED C	12.000 EACH	_____.	_____.
0292	661.0200 Temporary Traffic Signals for Intersections (location) 01. 60th Street & Greenfield Avenue	LS	LUMP SUM	_____.
0294	690.0150 Sawing Asphalt	164.000 LF	_____.	_____.
0296	690.0250 Sawing Concrete	1,605.000 LF	_____.	_____.
0298	715.0720 Incentive Compressive Strength Concrete Pavement	1,990.000 DOL	1.00000	1,990.00
0300	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	6,000.000 HRS	5.00000	30,000.00
0302	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	7,200.000 HRS	5.00000	36,000.00
0304	SPV.0060 Special 01. Section Corner Monuments Special	1.000 EACH	_____.	_____.
0306	SPV.0060 Special 02. Field Facilities Office Space	1.000 EACH	_____.	_____.
0308	SPV.0060 Special 03. Utility Line Opening (ULO)	8.000 EACH	_____.	_____.
0310	SPV.0060 Special 04. Remove Traffic Signals, 76th Street & Becher Street	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0312	SPV.0060 Special 05. Remove Traffic Signals, 92nd Street & Lincoln Avenue	1.000 EACH	_____.	_____.
0314	SPV.0060 Special 06. Remove Traffic Signals 60th Street & Greenfield Avenue	1.000 EACH	_____.	_____.
0316	SPV.0060 Special 07. Internal Sanitary Manhole Seal	8.000 EACH	_____.	_____.
0318	SPV.0060 Special 08. Sanitary Manhole Frame W/ Solid Gasketed Lid	8.000 EACH	_____.	_____.
0320	SPV.0060 Special 09. Sanitary Manhole Abandonment	2.000 EACH	_____.	_____.
0322	SPV.0060 Special 10. Building Sanitary Sewer Reconnect 6-Inch	15.000 EACH	_____.	_____.
0324	SPV.0060 Special 11. Building Sanitary Sewer Riser C-900 Reconnect 6-Inch	19.000 EACH	_____.	_____.
0326	SPV.0060 Special 12. Catch Basin Special	5.000 EACH	_____.	_____.
0328	SPV.0060 Special 13. Storm Structure Miscellaneous Inside Repair	2.000 EACH	_____.	_____.
0330	SPV.0060 Special 14. Building Storm Sewer Reconnect 6-Inch	9.000 EACH	_____.	_____.
0332	SPV.0060 Special 15. Valve 12-Inch	7.000 EACH	_____.	_____.
0334	SPV.0060 Special 16. Hydrant #1	1.000 EACH	_____.	_____.
0336	SPV.0060 Special 17. Hydrant #2	1.000 EACH	_____.	_____.
0338	SPV.0060 Special 18. Adjust Water Valve Box	13.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0340	SPV.0060 Special 19. S. 93rd Street Water Main Connection, 12"	1.000 EACH	_____.	_____.
0342	SPV.0060 Special 20. S. 92nd Street Water Main Connection, 12"	1.000 EACH	_____.	_____.
0344	SPV.0060 Special 21. Water Main Connection, 12"	3.000 EACH	_____.	_____.
0346	SPV.0060 Special 22. Water Main Abandonment, 6"	1.000 EACH	_____.	_____.
0348	SPV.0060 Special 23. Traffic Signal Controller and Cabinet	3.000 EACH	_____.	_____.
0350	SPV.0060 Special 24. Video Detection System, 76th Street & Becher Street	1.000 EACH	_____.	_____.
0352	SPV.0060 Special 25. Video Detection System, 92nd Street & Lincoln Avenue	1.000 EACH	_____.	_____.
0354	SPV.0060 Special 26. Video Detection System, 60th Street & Greenfield Avenue	1.000 EACH	_____.	_____.
0356	SPV.0060 Special 27. Emergency Vehicle Preemption System, 76th Street & Becher Street	1.000 EACH	_____.	_____.
0358	SPV.0060 Special 28. Emergency Vehicle Preemption System, 92nd Street & Lincoln Avenue	1.000 EACH	_____.	_____.
0360	SPV.0060 Special 29. Emergency Vehicle Preemption, 60th Street & Greenfield Avenue	1.000 EACH	_____.	_____.
0362	SPV.0060 Special 30. Salvage and Reinstall Surveillance Equipment	1.000 EACH	_____.	_____.
0364	SPV.0060 Special 31. Maintain Traffic Signals, 92nd Street & Lincoln Avenue	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0366	SPV.0060 Special 32. Round Steel Sign Post System	6.000 EACH	_____.	_____.
0368	SPV.0060 Special 33. Marking Grooved Preformed Thermoplastic Arrow (Type 2)	9.000 EACH	_____.	_____.
0370	SPV.0090 Special 01. Marking Grooved Preformed Thermoplastic Diagonal 12-Inch	292.000 LF	_____.	_____.
0372	SPV.0090 Special 02. Marking Grooved Preformed Thermoplastic Stop Line 18-Inch	277.000 LF	_____.	_____.
0374	SPV.0090 Special 03. Marking Grooved Preformed Thermoplastic Crosswalk Block Style 24-Inch	393.000 LF	_____.	_____.
0376	SPV.0090 Special 06. Sanitary Sewer Relay SDR 35 PVC SP 8-Inch	648.000 LF	_____.	_____.
0378	SPV.0090 Special 07. Sanitary Sewer Relay SDR 35 PVC SP 10-Inch	224.000 LF	_____.	_____.
0380	SPV.0090 Special 08. Sanitary Sewer Relay C-900 PVC DR-25 10-Inch	428.000 LF	_____.	_____.
0382	SPV.0090 Special 09. Building Sanitary Sewer 6-Inch	267.000 LF	_____.	_____.
0384	SPV.0090 Special 10. Building Storm Sewer 6-Inch	34.000 LF	_____.	_____.
0386	SPV.0090 Special 11. Building Storm Sewer 8-Inch	42.000 LF	_____.	_____.
0388	SPV.0090 Special 12. Water Main Relay D.I.W.M. CL 53 R.G.J. 12-Inch	837.000 LF	_____.	_____.
0390	SPV.0090 Special 13. Water Service Copper 1-Inch	335.000 LF	_____.	_____.
0392	SPV.0195 Special 01. Management of Solid Waste	16.500 TON	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308015 Project(s): 2160-05-71, 2995-04-74, 2995-05-77

Federal ID(s): WISC 2022238, WISC 2022245, WISC 2022246

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0394	SPV.0200 Special 01. Sanitary Manhole 48-Inch Diameter	103.000 VF	_____.	_____.
	Section: 0001		Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

March 2, 2022

**Division of Transportation Systems
Development**

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

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

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of March 8, 2022

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 03 – 11, 13 – 22, 25 – 29, 31, 32, 37, 39 – 41, 44, 45, and 47 - 51; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposals 09 and 15. These wage rates are effective for all proposals they are included in in the March 8, 2022 letting. The updated wage rates are dated February 25, 2022 and are effective on or after March 7, 2022.

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

Superseded General Decision Number: WI20210010

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

1	01/21/2022
2	02/04/2022
3	02/25/2022

BRWI0001-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2020

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...	\$ 36.68	23.40

BRWI0003-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

BRWI0006-002 06/01/2020

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48

BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72

BRWI0008-002 06/01/2020		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

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 06/01/2020		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43

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, TREMPPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVER.....	\$ 34.12	18.00

 CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

 CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

 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 12/26/2021

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:.....	\$ 37.83	21.89

ELEC0014-007 05/30/2021

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 28.50	15.92

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 05/30/2021

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.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021

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.....	\$ 43.38	23.13

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 05/30/2021

DOUGLAS COUNTY

Rates Fringes

Electricians:.....\$ 41.37 69.25%

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 06/01/2021

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 43.45 24.89

ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 44.39 25.67

ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes

Electricians:.....\$ 37.91 22.74

ELEC0494-013 06/01/2021

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.....\$ 22.39 18.80

Technician.....\$ 32.49 20.26

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 06/01/2021

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:.....	\$ 35.66	29.50%+10.00

 ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

 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 06/07/2021

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 42.62	24.75
Group 2.....	\$ 42.62	24.75
Group 3.....	\$ 41.62	24.75
Group 4.....	\$ 41.36	24.75
Group 5.....	\$ 41.07	24.75

Group 6.....\$ 35.17

24.75

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, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

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

IRON0008-003 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

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

IRON0383-001 06/06/2021

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.....	\$ 37.75	27.06

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 06/03/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 05/03/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80

LABO0113-002 06/01/2021

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.40	22.26
Group 2.....	\$ 31.55	22.26
Group 3.....	\$ 31.75	22.26
Group 4.....	\$ 31.90	22.26
Group 5.....	\$ 32.05	22.26
Group 6.....	\$ 27.89	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

LABO0113-003 06/01/2021

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.65	22.26
Group 2.....	\$ 30.75	22.26
Group 3.....	\$ 30.80	22.26
Group 4.....	\$ 31.00	22.26
Group 5.....	\$ 30.85	22.26
Group 6.....	\$ 27.74	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

LAB00113-011 06/01/2021

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.46	22.26
Group 2.....	\$ 30.61	22.26
Group 3.....	\$ 30.81	22.26
Group 4.....	\$ 30.78	22.26
Group 5.....	\$ 31.11	22.26
Group 6.....	\$ 27.60	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

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

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

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

PAIN0108-002 06/01/2021

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.52	23.27

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2021

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.70	24.50
Brush.....	\$ 35.95	24.50
Spray & Sandblast.....	\$ 36.70	24.50

PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.98	18.78

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2021

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.....	\$ 29.98	18.78

PAIN0934-001 06/01/2021

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.52	23.27
Spray.....	\$ 37.52	23.27
Structural Steel.....	\$ 36.67	23.27

PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

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

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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 DECISIO"

"General Decision Number: WI20220008 02/25/2022

Superseded General Decision Number: WI20210008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022

2 02/04/2022
3 02/25/2022

BRWI0001-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2020

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...	\$ 36.68	23.40

BRWI0003-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

BRWI0006-002 06/01/2020

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48

BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72

BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

BRWI0009-001 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0013-002 06/03/2019

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.56	24.23

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

BRWI0021-002 06/01/2020

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.80	24.97

BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43

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
PILEDRIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

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

CARP2337-003 06/01/2019

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ELEC0014-002 12/26/2021

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:.....	\$ 37.83	21.89

ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

ELEC0158-002 05/30/2021

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.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021

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.....	\$ 43.38	23.13

 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 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

 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 06/01/2021

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 43.45	24.89

 ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

 ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26

including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0577-003 06/01/2021		

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:.....	\$ 35.66	29.50%+10.00

ELEC0890-003 06/01/2021		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

ENGI0139-003 06/06/2021		

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 44.27	23.80
Group 2.....	\$ 43.02	23.80
Group 3.....	\$ 40.97	23.80
Group 4.....	\$ 40.44	23.80
Group 5.....	\$ 38.37	23.80
Group 6.....	\$ 36.84	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; 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

 ENGI0139-007 06/07/2021

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 42.54	24.15
Group 2.....	\$ 41.76	24.15
Group 3.....	\$ 40.81	24.15
Group 4.....	\$ 39.76	24.15
Group 5.....	\$ 38.36	24.15

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; 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).

IRON0008-002 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

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

IRON0008-003 06/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

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

IRON0383-001 06/06/2021

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.....	\$ 37.75	27.06

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 06/03/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 05/03/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80

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

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

LAB00113-008 06/01/2020

MILWAUKEE, OZAUKEE, 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

* 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.

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

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

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

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

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81

3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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 DECISIO"



Wisconsin Department of Transportation

February 24, 2022

Division of Transportation Systems Development

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

NOTICE TO ALL CONTRACTORS:

Seed Mix Addendum #01

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

Letting of March 8, 2022

Below is the revised Seeding Mixture Specification that affects proposals 02, 04, 05, 09 - 11, 13 - 15, 19 - 22, 25, 26, 28, - 41, 45 - 49, and 51 in the March 8, 2022 letting.

Seeding.

Add the following to standard spec spec 630.2.1.5.1.1:

Due to a temporary shortage in some fescue species, Table 630-3 may be used for the mixtures provided in the table:

TABLE 630-3 (OPTIONAL SEED MIXTURES)

SPECIES COMMON NAME (Acceptable Varieties)	SPECIES BOTANICAL NAME	PURITY minimum %	GERMINATION minimum %	MIXTURE PROPORTIONS (in percent)			
				NO.10	NO.20	NO.30	NO.40
Kentucky Bluegrass (Low Maintenance)	Poa pratensis	98	85	40	6	10	35
Red Fescue (Creeping)	Festuca rubra	97	85	10	5	15	10
Hard Fescue (Improved)	Festuca ovina var. duriuscula	97	85		24	25	20
Tall Fescue (Improved Turf Type)	Festuca arundinacea	98	85		40		
Salt Grass (Fult's or Salty)	Puccinella distans	98	85			15	
Redtop	Agrostis alba	92	85	5			
Perennial Ryegrass	Lolium perenne	96	85	25	25	25	25
White Clover	Trifolium repens	95	90	10			
Chewings Fescue	Festuca rubra var. commutata	98	85	10		10	10

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

END OF ADDENDUM

