

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **022**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Kenosha	3732-09-71	WISC 2022248	Cth K; Upr To 94th Ct	CTH K

## ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: 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 October 21, 2022	This contract is exempt from federal oversight.
Assigned Disadvantaged Business Enterprise Goal <span style="float: right;"><b>4%</b></span>	

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, Culvert Pipe, Base, Concrete Pavement, Asphalt Pavement, Curb & Gutter, Sidewalk, Signing, Signals, Lighting, Pavement Marking	<b>For Department Use Only</b>
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Effective with August 2015 Letting

### BID PREPARATION

#### Preparing the Proposal Schedule of Items

##### A General

- (1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
  1. Electronic bid on the internet.
  2. Electronic bid on a printout with accompanying diskette or CD ROM.
  3. Paper bid under a waiver of the electronic submittal requirements.

- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.

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

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

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

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

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

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

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

##### B Submitting Electronic Bids

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

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

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

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

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

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

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

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

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

**Notary Seal**

**NOTARY FOR SURETY**

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

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

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

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

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

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

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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





**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 3732-09-71, CTH K, Union Pacific Railroad to 94<sup>th</sup> Ct., CTH K, located in Kenosha County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 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 curb and gutter, asphalt paving, storm sewer, pavement marking, permanent signing, traffic signals, traffic control, erosion control, restoration, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### 3. Prosecution and Progress.

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

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

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

##### Utility Relocation Schedule

Utility relocation work is currently ongoing and is anticipated to be completed in July 2022. Schedule road construction operations to account for utility relocation work occurring simultaneously with road construction. Contact each individual utility company to determine the current status of relocation work and their anticipated completion schedule. Refer to the Utilities section of these specifications for more information.

##### Fish Spawning

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

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

##### Northern Long-eared Bat (*Myotis septentrionalis*)

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

In accordance to the final 4(d) rule issued for the NLEB, the department has determined that the proposed activity may affect, but will not result in prohibited take of the NLEB. The activity involves tree



removal, but will not occur within 0.25 miles of a known hibernacula, nor will the activity remove a known maternity roost tree or any other tree within 150 feet of a known maternity roost tree.

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

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

#### 4. Traffic

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

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

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

Close CTH K to through traffic and detour as shown in the plans. Close CTH K from the project beginning to CTH H to through traffic and maintain local traffic at all times, including access to 94<sup>th</sup> Court. Close CTH K from CTH H to the Canadian Pacific Railroad to all traffic, except for emergency vehicle access. Close CTH K from the Canadian Pacific Railroad to the end of project to through traffic and maintain local traffic at all times. Do not close CTH K at the Canadian Pacific Railroad and Union Pacific Railroad crossings at the same time for railroad force work. Notify local emergency services of full closures for railroad force work at least 48 hours in advance.

Complete construction of CTH H in stages as shown on the plans. Maintain one lane of traffic on a paved surface in each direction on CTH H at all times. Provide stop control on CTH K and no control on CTH H during construction while CTH K is closed to through traffic and detoured.

#### Portable Changeable Message Signs (PCMS)

Place PCMS signs on CTH K at the start and end of construction limits a minimum of 7 calendar days prior to the start of construction with the message "Road to Close – Begins DATE". Place PCMS signs on CTH H, north and south of CTH K, a minimum of 7 calendar days prior to the start of construction with the message "Construction to Begin – DATE". Place PCMS signs on CTH H in advance of traffic control devices with the message "New Traffic Pattern Ahead" any time a staging switch or change in traffic lanes has been made for a minimum of 7 calendar days or as long as the traffic pattern is in place, whichever is shorter in duration.

#### 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 $\geq$ 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. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying CTH K or CTH H 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)

## 6. Utilities.

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

stp-107-066 (20080501)

There are known underground and overhead utility facilities located within the project limits. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area, as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

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

**AT&T Legacy** has a discontinued fiber optic facility running parallel to and along the west side of the UPRR tracks. Conflicts are not anticipated with construction.

**AT&T Local Network/Teleport Communications America (TCA)** has discontinued underground fiber optic facilities running parallel to and along the east side of the UPRR tracks. Conflicts with construction are not anticipated.

**AT&T Wisconsin/Distribution** has overhead and underground facilities within the project that are in conflict with construction. Relocated facilities will include underground along the south side of the road from the beginning of the project to just west of 82<sup>nd</sup> Avenue and on the north side of the road from the west side of the Canadian Pacific Railway (CPR) to the South Branch Pike River. Relocated overhead facilities will be on WE Energies poles along the north side of the road from CTH H to the end of the project, with the exception of underground to bypass the CPR. Relocation of conflicting facilities is anticipated to start prior to construction, but may extend past the road construction start date. The contractor should contact AT&T Wisconsin to verify the status of their relocation work and an expected completion date.

**ATC Management, Inc.** has overhead high voltage electric transmission lines crossing CTH K near Station 88+50. No conflicts with road construction are anticipated.

**CenturyLink (Level 3 Communications/LUMEN)** has underground fiber optic facilities running parallel to and along the east side of the UPRR tracks. No conflicts with road construction are anticipated.

**Kenosha Water Utility (Sanitary Sewer)** has sanitary sewer running north along CTH H from CTH K and east along CTH K from CTH H to 82<sup>nd</sup> Avenue. Sanitary sewer adjustments and a short section of new sanitary sewer pipe through the CTH K and CTH H intersection will be completed as part of this contract.

**Kenosha Water Utility (Water)** has watermain running north/south along CTH H and east/west along CTH K from CTH H to 82<sup>nd</sup> Avenue. Water valves and most hydrants in conflict with road construction within the project limits will be adjusted as part of this road construction contract as shown on the plans.

Kenosha Water Utility will move or adjust two hydrants (Station 68+27, 30.6' RT and Station 74+78, 24.2' RT) with their own forces. Contact Adam Dow at 262-818-3091 or [adow@kenosha.org](mailto:adow@kenosha.org) a minimum of 4 weeks prior to needing these hydrants moved. Work is anticipated to take two working days.

**Midwest Fiber Networks (MFN)** has existing fiber optic overhead facilities on WE Energies' poles and underground fiber optic facilities along the west side of CTH H, north of CTH K, and along the north side of CTH K from 100-ft west of the CPR tracks to 650-ft east of the CPR tracks. These facilities are in conflict with construction and are intended to be relocated prior to construction.

MFN will relocate as follows:

- Bore (2) new 1.25" HDPE ducts from existing HH on CTH-H at 19+17, 53' LT south to a bore pit at 17+24, 35' LT.
- Bore east across CTH-H from 17+48, 36'LT @ 695elv. to a proposed HH at 17+48 48' RT.
- Maintain max. elev. Of 698 while crossing CTH-H.
- Bore south from HH at 17+48, 48' RT to Utility Pole at 17+14, 43' RT.
- Install riser on We Energies utility pole at 17+14, 43' RT.
- Install fiber on all proposed utility poles on the north side of CTH-K east of CTH-H.
- Once new fiber has been installed, remove existing fiber in aerial spans from 59+10, 34' LT east to riser pole at 85+63, 23' LT. Then remove existing UG at 85+63, 23' LT to 94+86, 27' LT. Then remove existing fiber in aerial spans from 94+86, 27' LT east to existing MWFN splice out of project limits.

**Roger's Telecom** has underground fiber optic facilities running parallel to and along the east side of the CPR tracks. Conflicts are not anticipated with construction.

**Spectrum/Charter** has overhead and underground facilities throughout the project that are in conflict with construction and will be relocated. Overhead facilities will be installed on WE Energies poles along the south side of CTH K from the project beginning to CTH H, then crossing over CTH K to the north side of the road (on the west side of CTH H), then running east along the north side of CTH K to the end project limits. Relocations are anticipated to be completed prior to road construction.

**Sprint** has an underground fiber optic facility running parallel with and along the east side of the UPRR tracks. Conflicts are not anticipated with construction.

**Verizon** has fiber optic facilities running along the CPR right-of-way and the UPRR right-of-way. No conflicts are anticipated with construction.

**We Energies (Electric)** has overhead and underground facilities located throughout the project. Facilities are in conflict with road construction and will be relocated. Relocation work is anticipated to be completed prior to construction, but the old power poles may still be in place at the start of construction until the joint-use communication companies complete relocation of their facilities from the old poles to the new pole locations. Removal of the old WE Energies poles is anticipated to be completed during road construction. Contact WE Energies to verify the status of their relocation work and anticipated completion date for removal of their old poles.

Overhead electric facilities will be relocated to the south side of CTH K from the beginning of the project to the west side of CTH H, cross over CTH K to the north side of the road, and continue east across CTH H along the north side of CTH K to the end project limits. Overhead facilities will be relocated along the east side of CTH H from CTH K north beyond the project.

Underground electric facilities will be relocated from approximately Station 51+57, 55' LT east under CTH H to Station 64+44, 46' LT.

**We Energies (Gas)** has underground gas main facilities located along CTH K and CTH H throughout the project. These facilities are in conflict with road construction and will be relocated. Gas main will be relocated along the north side of CTH K from the beginning of the project to the CPR, then crossing CTH K to the south side of the road approximately 200-ft west of the CPR tracks, then continuing east along the south side of CTH K to the end of the project. Relocation work is anticipated to be completed prior to construction.

WE Energies has two high pressure gas mains that are parallel to and run along the east side of the CPR tracks, north of CTH K. These two high pressure gas lines run east along the north side of CTH K, then turn south to cross CTH K near Station 89+00 to the existing gas regulation station on the south side of

CTH K, inside a fenced area. These high pressure gas mains are not anticipated to be in conflict with construction. The contractor is encouraged to use the 'Utility Line Opening' item under this contract and at the direction of the engineer to verify depths prior to storm sewer and culvert work near these high pressure gas mains.

**Windstream** has overhead fiber optic facilities along the north side of CTH K from west of the project beginning limits to the CPR right-of-way, underground fiber optic facilities across the CPR right-of-way east 900-feet, and overhead fiber optic facilities from 900-feet east of the CPR to beyond the east project limits. These facilities are in conflict with road construction and will be relocated. Overhead facilities will be installed on WE Energies poles along the south side of CTH K from the project beginning to CTH H, then crossing over CTH K to the north side of the road (on the west side of CTH H), then running east along the north side of CTH K to the end project limits. Relocations are anticipated to be completed prior to construction.

## 7. Referenced Construction Specifications.

Construct the work enumerated below conforming to the relevant sections of the following documents:

- a. Kenosha Water Utility Standards and Specifications
- b. State of Wisconsin, Department of Transportation, Standard Specifications for Highway Structure Construction, 2022 Edition
- c. Wisconsin Administrative Code
- d. Standard Specifications for Sewer & Water Construction in Wisconsin, latest Edition
- e. DNR Chapter 110, Sewerage Systems
- f. Wisconsin Construction Site Best Management Practice Handbook, DNR.

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 Manhole 4-ft, Frame & Cover  
Adjust Sanitary Manhole  
12-Inch PVC SDR-26 Sanitary Sewer  
stp-105-002 (20130615)

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

### A. Description

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company (CP) property and any existing tracks.

### A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Soo Line Railroad Company d/b/a Canadian Pacific.

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

Also send a copy to the following: Jason Kazmierski, SE Region Railroad Coordinator, 141 N. Barstow Street, Waukesha, WI 53188; Telephone (262)548-6700; E-mail [jason.kazmierski@dot.wi.gov](mailto:jason.kazmierski@dot.wi.gov)

Include the following information on the insurance document:

- Project ID: 3732-09-71
- Project Location: Town of Somers, Wisconsin
- Route Name: CTH K (60<sup>th</sup> Street), Kenosha County
- Crossing ID: 388028P

- Railroad Subdivision: C&M
- Railroad Milepost: MP 53.56
- Work Performed: Pavement removal, grading, base aggregate dense, HMA pavement, concrete curb and gutter, asphaltic surface, concrete sidewalk, storm sewer, pavement marking, signing, traffic control, erosion control, and other incidental items.

## **A.2 Train Operation**

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

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

### **Construction Contact**

Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail [brian\\_osborne@cpr.ca](mailto:brian_osborne@cpr.ca) or David Palmpag, Supervisor of Public Projects, Telephone (612) 562-1975; E-mail [david\\_palmpag@cpr.ca](mailto:david_palmpag@cpr.ca) for consultation on railroad requirements during construction.

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

### **Flagging Contact**

Gretta Lynn, Supervisor of Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4532; E-mail [gretta\\_lynn@cpr.ca](mailto:gretta_lynn@cpr.ca) a minimum of 40 working days in advance to arrange for a railroad flagger. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

\* Contact DM&E (CP) prior to letting for flagman work hour availability.

### **Cable Locate Contact**

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

DM&E (CP) will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

## **A.4 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. The Soo Line Railroad Company will install new crossing panels and permanent crossing signals and gates.

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

## **A.5 Temporary Grade Crossing**

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

## **B Railroad Flagging**

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in standard spec 107.17.1 are not maintained during construction operations. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

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

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above

flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

## **C Flagging by Railroad– Railroad Does Not Pay Flagging Costs**

### **C.1 General**

*Replace paragraph (1,3 and 4) of standard spec 107.17.1 with the following:*

- (1) Coordinate with the railroad for all work performed within 25 feet of the track centerline including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities or when working on railroad right-of-way. Include the following on all submittals and other written communications with the railroad:
  - WisDOT crossing number.
  - Railroad milepost.
  - Railroad subdivision.
  
- (3) Perform all work within 25 feet of the track centerline including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities or when working on railroad right-of-way in a way that does not interfere with the safe and uninterrupted operation of railroad traffic. Maintain clearances during construction as follows:
  1. Do not operate equipment closer than 25 feet horizontally from a track centerline or 22 feet vertically above the top of a rail, except under the protection of railroad flaggers.
  2. Do not store materials or equipment closer than 25 feet horizontally from a track centerline.
  3. Provide an obstruction-free work zone adjacent to a track extending 12 feet or more horizontally on both sides of the track centerline. Keep this work zone free of construction debris.
  4. Unless the railroad's chief engineering officer approves otherwise in writing, maintain minimum clearances from falsework, forms, shoring, and other temporary fixed objects as follows:
    - 4.1 Provide 12 feet, plus 1.5 inches per degree of track curvature, measured horizontally from the track centerline.
    - 4.2 Provide 21 feet, plus compensation for super-elevated track, measured vertically above the top of the highest rail.
  
- (4) Comply with the railroad's rules and regulations when work is within 25 feet of the track centerline including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities or when working on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

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

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

- \$1,200 daily rate for an eight-hour day (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),
- \$1,500 daily rate for an eight-hour day on Saturdays, Sundays or holidays (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),
- \$151 per hour overtime rate for all time worked before or after the regular assigned eight hours on any day, or for a minimum three hour call on Saturdays, Sundays, or Holidays.

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

The flagger is required to set flags each day in advance of the contractor commencing work that will require flagging. The flagger must also remove the flags each day after the completion of work that required flagging. Any time worked before or after the minimum eight-hour flagging day to set or remove

flags will be billed at the overtime rate. The contractor is responsible for knowing the requirements of the railroad for arranging and terminating flagging services and for the associated costs of those services.

### **C.3 Reimbursement Provisions**

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

### **C.4 Excluded Conditions**

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

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

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

### **C.5 Payment for Flagging**

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

ITEM NUMBER	DESCRIPTION	UNIT
801.0117	Railroad Flagging Reimbursement	DOL

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

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

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

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

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

stp-107-034 (20210708)

## **9. Railroad Insurance and Coordination - Union Pacific Railroad Company**

### **A. Description**

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

#### **A.1 Railroad Insurance Requirements**

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

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

Also send a copy to the following: Jason Kazmierski, SE Region Railroad Coordinator, 141 N. Barstow Street, Waukesha, WI 53188; Telephone (262)548-6700; E-mail [jason.kazmierski@dot.wi.gov](mailto:jason.kazmierski@dot.wi.gov)



Include the following information on the insurance document:

- Project ID: 3732-09-71
- Project Location: Town of Somers, Wisconsin
- Route Name: CTH K (60<sup>th</sup> Street), 94<sup>th</sup> Court to UPRR
- Crossing ID: 176895J
- Railroad Subdivision: Milwaukee Subdivision
- Railroad Milepost: 52.328
- Work Performed: Grading, base aggregate dense, asphaltic surface, concrete sidewalk, signing, erosion control, and other incidental items.

## **A.2 Train Operation**

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

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

### **Construction Contact**

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail [ctkecke@up.com](mailto:ctkecke@up.com) or Richard Ellison, Project coordinator, 207 Powell Avenue, Labadie, MO, 63055; Telephone (847) 323-7197; E-mail [richardellison@up.com](mailto:richardellison@up.com) for consultation on railroad requirements during construction.

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

### **Flagging Contact**

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

### **Cable Locate Contact**

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

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

## **A.4 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor. The UP railroad will install new crossing panels. The existing crossing signals and gates will remain.

## **A.5 Temporary Grade Crossing**

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

## **A.6 Rail Security Awareness and Contractor Orientation**

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

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

stp-107-026 (20210708)



**10. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.**

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Greg Hafeman at (262) 548-8677.

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Mark Zapp, WisDOT Local Program Project Manager at (414) 750-2645 or [mark.zapp@dot.wi.gov](mailto:mark.zapp@dot.wi.gov). Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

**12. Environmental Protection, Aquatic Exotic Species Control.**

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

### 13. Construction Over or Adjacent to Navigable Waters.

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

The stormwater conveyance channel that runs parallel to the east side of the Canadian Pacific Railroad tracks, south of CTH K, then runs east parallel to the south side of CTH K, and crosses CTH K at Station 91+69 is the South Branch Pike River.

### 14. Erosion Control

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

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison (Benton Stelzel, (262) 623-0194 or [benton.stelzel@wisconsin.gov](mailto:benton.stelzel@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.

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

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

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

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

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

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

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

### 15. Public Convenience and Safety.

*Revise standard spec 107.8(6) as follows:*

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

stp-107-001 (20060512)

**16. Coordination with Businesses and Residents.**

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and no further meetings will be required unless directed by the engineer. The contractor shall arrange for a suitable location for meetings that provides reasonable 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 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

**17. Notice to Contractor, Maintain Drainage**

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

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

Maintain stream flow along the South Branch Pike River (see the Construction Over or Adjacent to Navigable Waters section of these special provisions) at all times during construction. Do not redirect flow from the existing South Branch Pike River and associated culvert until construction, restoration and establishment of the new channel and culvert pipe are completed. Removal and construction of pipes within this navigable waterway may be allowed only if stormwater flow is by-passed around construction through temporary pipes, bypass pumping, or diversion channel (possibly including the existing channel) as approved in the ECIP.

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

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

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

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

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.

**18. Notice to Contractor – South Branch Pike River Sediment.**

The department completed testing for soil and ground water contamination of sediment within the South Branch Pike River. Testing indicated and the DNR concurred that sediment within the streambed is clean and should be considered common excavation. Sediment materials excavated from within the South Branch Pike River streambed may be reused within the project limits (within the right-of-way), but should not be used as structural fill.

Sediment removed from the streambed that is not reused on the project will be considered hazardous material that must be disposed of properly at an approved DNR landfill at the contractor's expense. Notify the engineer immediately if sediment from within the streambed cannot be wasted elsewhere within the right-of-way.

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

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Hazardous material investigations indicated that former building materials, a potential wellhead, or potential soil contaminants may be present at the following sites:

1. Station 56+83 to 60+01, RT of centerline.
2. Station 86+80 to 105+40, RT of centerline

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

The Hazardous Materials Report is available by contacting: Caleb Manske, P.E., Consultant Project Manager, 16745 W. Bluemound Road, Brookfield, WI 53005, 262-317-3332 or [caleb.manske@rasmith.com](mailto:caleb.manske@rasmith.com).

## 20. Notice to Contractor – Subsurface Exploration.

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

Subsurface exploration was not completed within the stormwater pond from Station 87+25 to Station 92+00, LT. Test pits may be allowed within the stormwater pond area prior to bidding to determine the suitability of excavated materials for structural fill. Contact Clement Abongwa, Kenosha County Highway Commissioner, as (262) 653-1870 or [clement.abongwa@kenoshacounty.org](mailto:clement.abongwa@kenoshacounty.org) for permission to access this Kenosha County owned property and to schedule test pit investigations with a minimum of three days' notice. Construct test pits according to standard spec 205.2. Restore the test pit areas to original conditions before leaving the site. The cost for completing and restoring any such test pits will not be paid for by Kenosha County and are entirely the responsibility of the contractor performing the work.

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

The Kenosha Regional Airport (ENW) is located approximately ½ mile north of the project site. A Notice of Proposed Construction or Alteration (form 7460-1) has been filed with the Federal Aviation Administration (FAA). If at any time during construction equipment taller than 30-ft will be used, the contractor must file a new Notice of Proposed Construction or Alteration a minimum of 45 days prior to construction with the taller equipment.

Contact Caleb Manske at 262-442-4286 or [caleb.manske@rasmith.com](mailto:caleb.manske@rasmith.com) for more information or to confirm the status of the FAA determination.

<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>

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

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

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

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

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

**22. Notice to Contractor – Traffic Signal Equipment Lead Time.**

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

**23. Notice to Contractor – Endangered Resources.**

The CTH K project site contains a potential suitable nesting habitat that could be impacted by project operations for a threatened bird species. The potential nesting habitat is located in the following general areas along the project:

Station 74+50 to Station 77+00, RT

Station 86+75 to Station 91+50, LT

Station 89+50, to Station 91+50, RT

Station 92+50 to Station 99+75, RT

Station 102+50 to Station 106+00, LT

Do not disturb existing vegetation in these area within the nesting season for this threatened bird, from April 30<sup>th</sup> through July 25<sup>th</sup>. As an alternative, mow the existing vegetation prior to the start of the nesting season, to a short lawn grass height and maintain the mowed condition through the nesting season or until the ground and existing vegetation is disturbed by construction activities. No additional payment will be made under this contract for preventative mowing to minimize impacts to the potential nesting habitat.

Contact the engineer immediately if there is any sign of threatened birds nesting in these areas prior to disturbance. For more information on the specific potential nesting areas or requirements to minimize impacts to the threatened bird nesting habitat, contact Caleb Manske at 262-317-3332 or [caleb.manske@rasmith.com](mailto:caleb.manske@rasmith.com).

**24. Hydro Excavation.**

Proposed underground signal equipment may be in close proximity to existing underground utilities. Excavate for proposed equipment with means and methods that protect existing nearby utility facilities, such as hydro excavation, or other method as approved by the engineer, if deemed necessary by the contractor to safely excavate for underground improvements. Hydro excavate using a truck mounted vacuum and high-pressure water system designed for this type of work. Dispose of excess materials removed from the excavation off the public right-of-way according to the standard specifications and state and federal regulations. Hydro excavation or other approved method is incidental to other items in the contract. No separate payment will be made for vacuum excavation or other approved methods.

**25. Traffic Signals, General.**

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

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

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

## 26. Sanitary Sewer, General.

### **SECTION I – GENERAL**

All work shall be done according to relevant sections of the following documents:

- a. Kenosha Water Utility Standards and Specifications
- b. State of Wisconsin, Department of Transportation,  
Standard Specifications for Highway Structure Construction, 2010 Edition
- c. Wisconsin Administrative Code
- d. Standard Specifications for Sewer & Water Construction in Wisconsin, latest Edition
- e. DNR Chapter 110, Sewerage Systems
- f. Wisconsin Construction Site Best Management Practice Handbook, DNR

### **SECTION II - PAYMENTS**

Payments when applicable will be based on measurements of the sewer line from center to center of manholes, when pipe actually goes through the manhole, or a flow line is formed through the manhole. All stubs out of a manhole shall be paid for as actual length of pipe. Manholes shall be measured by the vertical foot from the invert to the bottom of the frame, including adjusting rings. Building laterals connected to wyes shall be measured from the end of the wye to the right-of-way line. Risers shall be paid based on the vertical length of pipe used. Building laterals connected to risers shall be measured from the end of the riser to the right-of-way line.

### **SECTION III - GENERAL REQUIREMENTS FOR ALL SEWER PIPE INSPECTION**

#### **A. Inspection**

The quality of all material, the process of manufacture and the finished pipe shall be subject to inspection and approval by the engineer. Each length of pipe shall be subject to inspection at the factory, point of delivery, and site of the work. The purpose of this inspection shall be to detect faulty materials or methods used in the manufacture of pipe and to cull and reject pipe which, independent of physical tests specified, fail to conform to the requirements. The testing laboratory will select and mark the proper number of pipe of each size to be tested, using such systematic method of selection as will guarantee that the specimens selected shall be truly representative of the whole shipment.

#### **B. Method And Number Of Physical Tests**

Physical tests will be made according to the methods described in the latest standard specifications of the American Society for Testing and Materials, including the following detailed requirements which shall govern where they alter the ASTM Standards:

For all sewer pipe, one percent (1%) of the number of pipe to be laid in each size shall be tested. Tests conducted by an approved testing agency shall be performed to determine: pipe dimensions, (including the average outside and inside diameter and the minimum and average wall thickness), pipe stiffness at 5% deflection, pipe flattening – deflect the pipe to 60% deflection and remove the load and examine the specimen for evidence of splitting, cracking, breaking. A minimum number of two specimens to be tested for each size.

All materials delivered to the site and incorporated into the work shall be accompanied by proper testing documentation. The cost of all testing shall be by the supplier.

#### **C. Acceptance Or Rejection**

All specimens delivered to the site shall be accompanied by testing documentation. Materials not accompanied by testing documentation shall be subject to rejection until adequate assurance is received that the materials meet specifications through additional testing.

In the event that any of the test specimens fail to meet the requirements, all pipe represented by such tests shall be subject to rejection.

## **D. Rejection**

Pipe shall be subject to rejection on account of any of the following visual deficiencies:

1. Fractures or cracks passing through the pipe wall or socket, except that a single crack not exceeding 2 inches in length at either end of the pipe or a single fracture in the socket not exceeding 3 inches in width nor 2 inches in length shall not be considered cause for rejection unless these defects exist in more than 5% of the entire shipment or delivery.
2. Chips or fractures on the interior of the pipe exceeding 2 inches in length, 1 inch in width, and of a depth more than one-fourth (1/4) of the barrel thickness.
3. Cracks, sufficient to impair the strength, durability or serviceability of the pipe.
4. Defects that indicate improper proportioning, mixing, and molding.
5. Variations of more than 1/8 inch per linear foot in alignment of a pipe intended to be straight.
6. Insecure attachment of spurs or branches.
7. Damaged ends, where such damage would prevent making a satisfactory joint.
8. Extensive patching or painting of any surface of pipe.
9. Variations in any dimension exceeding the permissible variations given in Table 19, section 8.10.3 of the Standard Specifications for Sewer & Water Construction in Wisconsin.

## **SECTION IV - SEWER PIPE MATERIALS**

### **A. Sanitary Sewer Main**

Sanitary sewer main shall be generally located at the centerline of the proposed street. The minimum size for sanitary sewer main is 8". Sanitary sewer main shall be installed using Polyvinyl Chloride Pipe (PVC) and shall be of class SDR 26 for depths up to 25' deep. PVC pipe & Fittings -- 8 inch through 15 inch shall meet ASTM Standard D3034. 18 inch through 48 inch shall meet ASTM Standards F-679 or F-794. For depths greater than 25', pipe shall be PVC class C-900 or 905, ductile iron, or concrete and designs shall be approved separately by the engineer. Pipe shall be marked at intervals of 5 feet or less as follows:

1. Manufacturer's name or trademark.
2. Nominal pipe size.
3. PVC cell classification.
4. The legend, i.e. Type PSM SDR 26 PVC Sewer Pipe
5. ASTM Designation D3034 or F-679.
6. Extrusion date, period of manufacture, or lot number.

### **B. Sanitary Force Main**

Sanitary force mains shall be PVC water main class pipe conforming to AWWA C-900 or 905 with a pressure class not less than 150, and a dimension ratio not greater than DR 18. A #12 gage standard solid green PVC coated copper tracer wire shall be used along the top of the pipe, taped at 10' intervals. Tracer wire shall be brought to grade in polyiron valve boxes by Armor 5-245-48 located every 300' along the route. The valve box cover shall be labeled "Sewer" and shall extend from the force main to finished grade. Pipe shall be marked at intervals of 5 feet or less as follows:

1. Manufacturer's name or trademark.
2. Nominal pipe size.
3. Type of plastic pipe material.
4. SDR number.
5. AWWA or ASTM designation.
6. Laboratory marking the evaluation of the pipe.

### **C. Joints**

PVC pipe shall have elastomeric gasket joints, providing a water tight seal. The assembly of joints shall be according to the pipe manufacturer's recommendations. Joint shall be approved by the engineer and conform to the requirements of ASTM Designation F-477, latest revision. The assembled joint shall pass the performance tests required in ASTM D-3212.

### **D. Fittings – Sanitary Sewer Main**

Fittings such as saddles, tees, wyes, elbows and others on gravity sanitary sewer shall be of PVC pipe material corresponding to and having a joint design compatible with adjacent pipe. Approved adapters shall be provided for transition to other types of pipe.

Fittings shall be clearly marked as follows:

1. Manufacturer's name or trademark.
2. Nominal size.
3. Material designation.
4. ASTM designation D-3034 or F-679.

### **E. Fittings – Sanitary Force Main**

Fittings on sanitary force mains shall be ductile iron, class 250 conforming to AWWA C-110/ANSI A21.10 or cast ductile iron compact fittings conforming to AWWA C-153/ANSI A 21.53 with a pressure rating of 350. Fittings shall have a cement mortar lining and an internal bituminous coat conforming to AWWA C-104/ANSI A21.4. All fittings shall have mechanical joints using Megalugs with rubber gaskets and Cor-blue fluorocarbon coated T-bolts and nuts. All ductile iron fittings shall be wrapped with polyethylene encasement according to AWWA C-105/ANSI A 21.5.

Fittings shall be clearly marked as follows:

1. Manufacturer's name or trademark.
2. Nominal size.
3. Material designation.
4. ASTM designation D-3034 or F-679.

## **SECTION V - LATERAL CONNECTIONS**

### **A. Code**

All building sewer services from the main to the right-of-way shall be installed according to Chapter 32, Rule 7 of the KWU Rules and Regulations and the local plumbing code and regulations.

All building sewer services beyond the right-of-way shall be installed according to the Department of Commerce Chapters 82 to 87 Plumbing and the local plumbing code and regulations.

### **B. Design Standards**

The minimum lateral diameter from the main to the right-of-way line shall be 6". Pipe material shall be PVC SDR-26 conforming to ASTM D-3034 or F-789/PS46, with rubber gasket joints conforming to ASTM F-477. Sewer laterals will in general be laid to a grade of 1/4 inch to the foot.

The top of the sewer stub at the curb line shall be a minimum of 9 feet and a maximum of 10 feet below grade at the property line. Risers 6 inches in diameter shall be installed on all sewers over 10 feet in depth. Risers shall be used to bring the sanitary sewer to a minimum depth of 9 feet and a maximum depth of 10 feet. Risers shall be encased in an envelope of compacted bedding material, refer to the detail sheet. If 3/4" crushed stone chips or sand is used as cover and backfill material, no compaction is needed.

Any deviation over 2 feet from the wye location on the plans shall require prior approval of the engineer.

### **C. Wye Connection**

When installing mainline sanitary, a prefabricated wye fitting shall be installed for each lateral connection. When installing sanitary laterals to existing mainline sanitary, a "cut-in-wye" shall be used and installed by core drilling a hole in the main and attaching a flexible rubber T or Y saddle with stainless steel clamps. Another acceptable fitting is an Inserta-Tee, installed according to the manufacturer's recommendations.



#### **D. Manhole Connection**

Sanitary sewer laterals will be connected to the mainline and not connected to manholes, whenever possible. Building sanitary sewers shall not be connected to a manhole at an elevation of more than 24 inches above the springline of the outgoing sewer. Where the difference in elevations are greater than 24 inches, the connection shall be made with an outside drop connection.

#### **E. Lateral Stubs**

Unused stubs shall terminate with the last pipe being 2 feet long, and shall be plugged using a "Cookie" compatible joint. A 2" x 4" stake, 4 feet long (or equal) and painted green shall be placed vertically at the end of all laterals or wyes to locate the termination for future extensions.

#### **F. Tracer Wire**

A #12 AWG THWN solid copper tracer wire with green colored insulation shall be installed with the service pipe. The wire shall be centered over the top of the pipe and shall extend from the building foundation to the main. If the sanitary sewer lateral is in the same trench as the water service, the tracer wire shall be brought to grade in the water curb box. If the sanitary sewer lateral is in a separate trench, a second curb box with a lid labeled "sewer" shall be placed at the building exterior and the tracer wire shall be brought to grade inside of the curb box.

### **SECTION VI - MANHOLES**

#### **A. Design Standards**

Manholes shall be located at any bend or deflection locations when laying sanitary sewer. Spacing of manholes shall be at a maximum of 400 feet according to NR 110.13 for sewers of 15 inches or less. Manhole barrels shall be constructed of pre-cast reinforced concrete sections. The minimum diameter of manholes shall be 48 inches for pipe that is 8" to 24" in diameter. Refer to the table on the detail sheet.

Pre-cast manholes and tops shall conform with ASTM Specifications, C478, latest revision. Pre-cast manholes are to be provided with eccentric cones. The minimum wall thickness shall be in conformance with the table on the detail sheet. Reinforced integral floors shall have a minimum thickness of 6 inches.

The top of the pre-cast cone shall have minimum 3" vertical ring integrally cast with the cone. The surface shall be smooth and free of form offsets cracks or excessive honeycomb.

Each pre-cast reinforced concrete manhole riser and top section shall be clearly marked with the name or trademark of the manufacturer and the date of manufacture. This marking shall be indented into the manhole section or shall be painted thereon with waterproof paint.

#### **B. Testing**

Pre-cast reinforced concrete manhole risers and tops shall be tested according to ASTM Designation C-497 by a testing laboratory, approved by the engineer, for concrete compressive strength compliance by compression tests on cores drilled from 5% of the lot. When manhole sections are made on a sewer pipe machine, the number of compression tests on cores may be reduced to one percent of the lot, with a minimum of two cores per lot. Unless otherwise specified, absorption tests will be waived.

Each manufacturer shall provide a suitable core-drilling machine conforming to ASTM Designation C-497 on his premises and an operator to take test cores as directed by the Testing Laboratory personnel.

All sampling, monogramming and testing expenses incurred by the testing laboratory shall be paid by the Owner and back-charged to the contractor through deductive billing.

Pre-cast reinforced concrete manhole risers and tops meeting the strength requirements will be considered acceptable and shall be stamped with an appropriate monogram. Special bottom risers and adjusting rings need not be tested. Copies of test reports shall be submitted to the engineer before the manhole sections are installed in the project. Final acceptance will be made after field inspection upon delivery to the job site.

#### **C. Rejection**

Pre-cast reinforced concrete manhole risers and tops shall be subject to rejection for failure to conform to any of the testing specification requirements. In addition, individual sections of manhole risers and tops may be rejected because of any of the following reasons:

1. Fracture or cracks passing through the wall, except for a single end crack that does not exceed the depth of the joint.

2. Defects that indicate imperfect proportioning, mixing and molding.
3. Surface defects indicating honey-combed or open texture.
4. Damaged ends, where such damage would prevent making a satisfactory joint.
5. Manhole steps out of line, or not properly spaced.
6. Visible infiltration into manhole.
7. The internal diameter of the manhole section shall not vary more than one percent from the nominal diameter.
8. Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more regardless of position in the section wall.

#### **D. Height Adjustment**

All adjustments of manhole height from the top of cone shall be made with pre-cast rings meeting the requirements of standard spec 611 of the Standard Specifications.

Pre-cast concrete rings shall have an inside diameter to match the manhole opening, be not less than 2 inches nor more than 6 inches high, and have a wall thickness of 6 inches unless otherwise specified. The rings shall contain a minimum of one No. 2 reinforcing rod centered within the ring. Where necessary rings shall be grooved to receive manhole steps. No cracked or broken rings shall be used.

The top of pre-cast manhole cones shall be set a maximum of 18 inches lower than established grade in unimproved areas, with the top of the manhole cover being ringed up flush with the existing ground. The maximum number of adjusting rings to be used in unpaved areas shall be nine 2" rings or a total of 18". The minimum number of adjusting rings shall be one 2" ring. The maximum height of adjusting rings shall be 8" in paved areas. All joints between the adjusting rings shall be filled with grout or mortar, including between the cone and the adjusting ring and the adjusting ring and the frame.

In new subdivisions, the cone section will be set to 8 inches below finished grade, a steel plate will be placed over the cone section and the pavement will be placed to the binder grade. The asphalt will be sawcut and removed around the manhole and the casting will be set to binder grade. The chimney seal will be installed at this time. When the final lift of asphalt is placed a paving ring will be installed in the casting frame to bring the lid to finished grade. No laterals shall be extended or connected to until after manhole castings are set to binder grade or finish grade.

#### **E. Joints**

Joints for pre-cast manholes shall meet the requirements of ASTM C-443, latest revision, except that sealant shall be butyl rubber gasket or butyl rubber rope. Flexible butyl rubber gaskets or rope shall comply with the physical requirements for Type "B" gaskets in AASHTO Designation M-198, or Federal Specification SSS-00210-A, sealing compound, preformed plastic for expansion joints and pipe joints.

#### **F. Pipe Connection to Manhole**

All sanitary sewer pipe to manhole connections shall be with a flexible, watertight pipe to manhole seal meeting the requirements of ASTM C-425 and C-443. All new manholes will have factory installed boots built into the structure, prior to delivery to the job-site. Kor-N-Seal boots by NPC or approved equal shall be used.

#### **G. Steps**

All manholes shall be provided with steps equally spaced vertically at 16 inches on center installed by the manufacturer. Steps shall be embedded into the riser or conical top section of the wall a minimum of 3 inches. Manhole steps shall be Neenah R 1980-C or equal made of gray cast iron conforming to the requirements of ASTM Designation A-48 Class No. 30B and shall have a minimum cross sectional dimension of one inch in any direction. Each section of the manhole shall be aligned so the steps create a continuous ladder.

#### **H. Frame and Lid**

All sanitary manholes shall be installed with a casting with self-sealing lid ground and machined bearing. Cover shall have two concealed pick holes which allow no water to enter the manhole and shall be embossed or engraved with the Kenosha Water Utility logo, refer to the Detail Sheet. Neenah R-1642-2010 for asphalt roadways and Neenah R-1642-2014 for concrete roadways or approved equal. All manholes shall have an internal chimney/external chimney seal by Adaptor Inc. or approved equal, installed after final grade is established. The chimney seal shall extend from the top of the cone section to

the base of the frame. Seal materials shall conform to ASTM C-877 or ASTM C-923. Any metal parts shall be made of Type 304 stainless steel.

### **I. Sealing Manholes**

All sanitary manholes shall have an exterior joint sealer applied to each joint, meeting the requirements of ASTM C-877. Acceptable manufacturer shall be MacWrap External Collar by Mar Mac Construction Products Co. Inc. or EZ-wrap by Press Seal Gasket Corporation. The sealer installation shall be approved by the engineer after application and prior to backfilling.

If a manhole is leaking prior to final acceptance by the Utility, manholes shall have all internal barrel joints grouted and an epoxy coating may be required. No cementitious lining will be allowed.

### **J. Construction Requirements**

All manholes are to be constructed as detailed on the Standard Detail Sheet. The flow lines shall be continuous through the manhole and in cases where the pipe is not extended through, provide a smooth channel by pouring concrete (Class "A") up to the spring line of the pipe. A pre-cast manhole bottom section may be used for Type "B" manholes.

Manholes will be brought to proper grade as the job progresses, and within forty-eight (48) hours after the pipe has been installed at the stations requiring a manhole, the base will be poured and the top half of that portion of the pipe within the manhole shall be broken away and neatly trimmed flush with the top of the shoulder. The pipe shall be cut flush with the contour of the inside wall.

When a sewer main or lateral enters a manhole any distance above the manhole invert, bedding material shall be placed the full depth of the excavation under the pipe prior to laying of pipe. Any sewer main or lateral entering a manhole greater than 2' above the flowline shall be an outside drop manhole, Type D or DD. The drop pipe shall be the same diameter as the incoming sewer.

### **K. Sampling Manhole**

A sampling manhole will be required on all sanitary sewer laterals extending from businesses with food service facilities or possible future food service facilities, or from industrial buildings with manufactured by-products or as required by the General Manager.

## **SECTION VII - LAYING SEWER PIPE**

### **A. Line and Grade**

The grade of sewer pipe as shown on the profile is that of the inner side of the invert and to which the work must conform. A variation of 1/2 inch from either line or grade will be deemed sufficient reason to cause the work to be rejected and rebuilt. All pipes shall be laid with bells uphill and work will progress upgrade.

The contractor shall use the laser beam method of maintaining line and grade. Prior to approval, the contractor shall submit evidence to the engineer that a qualified operator will handle the laser beam equipment during the course of construction.

When the laser beam is used, batter boards will be required to be installed the first 50 feet of pipe, and the contractor shall check the line and grade at any additional points at which offset stakes have been placed whenever so requested by the engineer. If bending of the beam due to air temperature variations becomes apparent with "in the pipe" units, a fan shall be provided to circulate the air. However, air velocity shall not be so excessive as to cause pulsating or vibrating of the beam. If, in the opinion of the engineer the beam cannot be accurately controlled, this method of setting line and grade shall be abandoned.

### **B. Bedding, Cover, and Backfill**

The bottom of the trench shall be undercut to provide a minimum of 4" inches of bedding material between the natural soil and the bottom outside barrel of the pipe to be installed. The bedding material will be tamped and bell holes excavated prior to the installation of the pipe. The pipe is to be entirely surrounded and covered to a height of at least 1 foot above the top with granular backfill material. Granular material shall be carefully placed by hand to fill completely all spaces under and adjacent to the pipe, and hand tamped in layers not exceeding 6 inches in thickness. In lieu of hand tamping the granular backfill, approved bedding stone may be placed to 1 foot over the pipe without compaction. All pipe laid in open-cut trench shall have a minimum clearance of 6 inches between outside wall of pipe barrel and face of sheathing. Refer to the detail sheet.

In backfilling, the pipes must not be disturbed from line or grade. Material used for bedding, cover, and backfilling will conform to standard spec 209 of the Standard Specifications. All granular backfill shall be compacted to a minimum density of 95% of Standard Proctor Density. The first lift shall be 2 feet with each subsequent lift being no more than 18 inches. The contractor will be held liable for pipe breakage and misalignment caused during backfilling.

### **C. Open Trench**

Not more than 400 feet of trench shall be open in advance of the completed sewer including backfill, manholes, and cleanup, without the written permission of the engineer. Lateral trenches will not be left open for more than forty-eight (48) hours. All trenches left open overnight shall be properly fenced and barricaded.

### **D. Keeping Pipe Clean**

The interior of the sewer shall, as the work progresses, be cleared of all dirt, cement and superfluous materials of every description. The end of all pipe will be plugged with a water tight plug, approved by the engineer, except during working hours while additional pipe is being added to those places. The new sanitary sewer shall have a mechanical plug installed at the connection to the existing sanitary sewer, which is to stay in place until the new sanitary sewer is accepted. The plug will be removed upon satisfactory final inspection.

### **E. Connecting Different Pipe Materials**

When a new sewer is to be laid starting from an existing sewer with a different type of joint, or in relaying or reconnecting building sewers, the connecting joint shall be made with a flexible rubber coupling by Mission or Fernco or approved equal. The coupling shall be securely strapped to the pipe with a stainless steel strap on each side of the joint. If required by the engineer, it shall be encased in concrete a minimum of 6 inches thickness around the entire repair coupling and for a distance of at least 12 inches on each side of the joint.

### **F. Cold Weather**

When laying sewer pipe in cold weather, the engineer may stop the work when the quality of work is in danger. Rubber gaskets or joint material shall be warmed to ensure a proper seal. No pipe shall be laid on frozen ground.

### **G. Minimum Slopes**

Minimum slopes for mains shall be according to NR 110.13 Table 1, as follows:

8-inch	0.40 (ft/100 ft)
10-inch	0.28 (ft/100 ft)
12-inch	0.22 (ft/100 ft)
15-inch	0.15 (ft/100 ft)
18-inch	0.12 (ft/100 ft)
21-inch	0.10 (ft/100 ft)
24-inch	0.08 (ft/100 ft)

### **H. Deflection Test**

Deflection tests shall be performed by the contractor and witnessed by the engineer for all sewer pipe installed. The deflection test shall be performed using a rigid ball or mandrel, and shall be performed without mechanical pulling devices. The test shall be performed after all backfill has been placed and consolidated but before paving is completed. If deflection testing occurs within 30 days of placement of the final backfill, deflection may not exceed 5%. This test is performed by using the 95% testing device. Maximum deflection may not exceed 7.5% when testing occurs more than 30 days after placement of the final backfill. This test is performed by using the 92.5% testing device. The dimensions of the devices are listed in Table 1, Section 3.2.6(i)4, of the Standard Specifications for Sewer & Water Construction in Wisconsin.

## **SECTION VIII - WIDTH OF TRENCH FOR PIPE SEWERS**

The maximum width of the trench excavation at the top of the pipe shall be the outside diameter of the pipe used plus 24 inches, except when close sheathing is required. In case of deep trenches requiring the

use of additional sets of stringers and sheathing, the width of trench may be increased to allow for the additional stringers and sheathing, provided the lower set is held to the minimum width required to lay the pipe.

Where the trench width for that portion of trench depth between the trench bottom and the outside top of the pipe barrel, for any reason exceeds the width provided for the class of pipe shown on the sewer plan profile for the bid section, the contractor shall furnish a stronger class of pipe for that section adequate for the actual trench width, for no additional compensation.

When laying flexible pipe, if for any reason the trench width exceeds that allowed, a concrete cap, envelope or trench restoration shall not be used. Instead, the bedding and cover material shall be extended at least 2.5 pipe diameters from either side of the pipe or to the undisturbed trench wall, whichever is closer.

## **SECTION IX - DRAINAGE OF EXCAVATION**

The contractor shall keep all finished excavation free of water or sewage during the preparation of the subgrade and until the completion of the work.

Ground water or rainwater will not be allowed to flow into sanitary sewers. No water or sewage shall be allowed to run over any incomplete portions of the work. Water or sewage will be allowed to flow through completed sewers and sewer structures only after all mortar concrete units thereof have set up to a degree that will ensure them against damage. No units of work shall be constructed under sewage or under water except with the approval of the engineer, and then only according to methods prescribed by the engineer.

## **SECTION X - PIPES CROSSING TRENCH**

At such places where an existing sewer pipe or other utility main crosses over the pipe being installed; the contractor shall place bedding stone or granular backfill, compacted in 9 inch layers, from the bottom pipe to 1 foot over the top pipe and for a distance equal to the pipe separation on each side of the pipes.

Whenever a water main crosses over a sanitary sewer, there shall be a minimum of 6" from the bottom of the water main to the top of the sanitary sewer. Whenever a water main crosses under a sanitary sewer, there shall be a minimum of 18" from the top of the water main to the bottom of the sanitary sewer pipe.

## **SECTION XI - LOWER SANITARY HOUSE SEWERS**

Work consists of lowering sanitary house sewers where same conflict with water main or storm sewer lines, and relaying such sewers with PVC or other approved pipe to the main sewer. The contractor shall furnish all labor, materials and equipment necessary to complete the connections.

## **SECTION XII – TELEVISIONING SANITARY SEWERS**

All sanitary sewer pipes installed shall be televised under the supervision of the engineer and a copy of the video shall be submitted to the Kenosha Water Utility Engineering Division for review and approval. Any damaged sections of pipe shall be repaired under the supervision of the Kenosha Water Utility.

## **SECTION XIII - LEAKAGE TESTING OF SANITARY SEWERS**

### **A. Water Infiltration**

This test shall be performed on all pipes larger than 36". All other pipes shall have no visible infiltration allowed. The infiltration test shall not be considered a valid leakage test unless the top surface of the ground water level is at least 2 feet above the top of the pipe for the entire test length of the tested section during the test measurement. The contractor may simulate this condition, at no cost to the Owner, by flooding the trenches.

All sewers shall be as nearly watertight and free from leakage as the materials used will permit. The rate of infiltration of water into the sewer project, including manholes, shall not exceed 200 gallons per day per inch diameter, per mile of sewer. The contractor is required however, to repair all visible leaks, even if the infiltration requirements are met.

The maximum infiltration rate for manholes tested separately and independently shall be 0.1 gallons per foot of diameter per foot of head per vertical foot of manhole per hour.

The maximum allowable infiltration, expressed in gallons per hour, is shown in Table I for various pipe sizes.

<b>TABLE I</b> <b>ALLOWABLE LIMITS OF INFILTRATION</b> <b>Based on 200 Gal./in. diam./mile/day</b>			
<i>Diameter of Sewer Inches</i>	<i>Infiltration per foot per hours Gallon</i>	<i>Diameter of Sewer Inches</i>	<i>Infiltration per foot per hour Gallons</i>
4"	0.0063	21"	0.0332
6"	0.0095	24"	0.0378
10"	0.0158	30"	0.0474
12"	0.0190	36"	0.0568
15"	0.0237	42"	0.0663
18"	0.0280	48"	0.0758
42" dia. Manhole 0.0663 Gallon per vertical foot per hour			
48" dia. Manhole 0.0758 Gallon per vertical foot per hour			

## **B. Low Pressure Air Testing**

All sanitary sewers 36 inches and smaller in diameter must pass a low pressure air test. The contractor shall perform this test in the presence of the engineer. Contractor shall supply all testing equipment. Equipment must be adequate and appropriate for application. All labor and equipment cost shall be borne by the contractor. The apparatus for this low pressure air test shall be set up as indicated in the attached drawing, File #31 from the Standard Specifications for Sewer & Water Construction in Wisconsin. This air test is based upon an allowable leakage rate of 0.0015 ft<sup>3</sup>/min/ft<sup>2</sup> of internal surface area.

Only after the sanitary sewers, including appurtenances and sanitary lateral stubs have been installed, backfilled, and cleaned, shall the contractor proceed with an air test on the installed facilities.

### **Low Pressure Air Test Procedure**

1. The section of sewer line to be tested should be flushed and cleaned prior to conducting the low pressure air test. This serves to clean out any debris, wet the pipe, and produces more consistent results.
2. Isolate the section of the sewer line to be tested by means of inflatable stoppers or other suitable test plugs. Plug or cap the ends of all branches, laterals, tees, wyes, and stubs to be included in the test to prevent air leakage. One of the plugs should have an inlet tap, or other provision for connecting a hose to a portable air control source.
3. If the test section is below the ground water level, determine the height of the ground water above the top of the pipe at the upstream end of the test section. If the groundwater level is more than 2 feet above the top of the pipe at the upstream end, the air test should not be used. For every foot of ground water above the pipe spring line, increase the gage test pressures by 0.43 pounds per square inch.
4. Connect the air hose to the inlet tap and a portable air control source. The air equipment should consist of necessary valves and pressure gages to control the rate at which air flows into the test section and to enable monitoring of the air pressure within the test section. Also, the testing apparatus should be equipped with a pressure relief device set no higher than 9.0 psig to prevent the possibility of loading the test section with the full capacity of the compressor.
5. Add air slowly to the test section until the pressure inside the pipe is raised to 4.0 psig greater than the average back pressure of any ground water that may be over the pipe. Do not exceed 9.0 psig.

6. After a pressure of 4.0 psig is obtained, regulate the air supply so that the pressure is maintained between 3.5 and 4.0 psig (above the average ground water back pressure) for a period of two minutes. This allows the air temperature to stabilize in equilibrium with the temperature of the pipe walls. The pressure will normally drop slightly until temperature equilibrium is obtained. During this period, all plugs should be checked with a soap solution to detect any plug leakage.
7. Determine the rate of air loss by the time pressure drop method. After the two-minute air stabilization period, air is slowly introduced into the section of pipe to be tested until the pressure is raised to approximately 4.0 psig. The air supply is then disconnected, and the test pressure allowed decreasing to 3.5 psig. The time required for the test pressure to drop from 3.5 psig to 2.5 psig is determined by means of a stopwatch and this time interval is then compared to the specification time as calculated from Table II to determine if the rate of air loss is within the allowable time limit. If the time is equal or greater than the times indicated in the tables, the pipe line shall be deemed acceptable.
8. Upon completion of the test, the bleeder valve is opened, and all air is allowed to escape. Plugs should not be removed until all air pressure in the test section has been released. During this time, no one should be allowed in the trench or manhole while the pipe is being decompressed.

**27. Removing Traffic Signals CTH K & CTH H, Item 204.9060.S.01.**

**A Description**

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

**B (Vacant)**

**C Construction**

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

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

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

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

**D Measurement**

The department will measure Removing Traffic Signals as each unit of work for each intersection, acceptably completed.

**E Payment**

*Add the following to standard specification 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Traffic Signals CTH K & CTH H	EACH

**28. Removing Loop Detector Wire and Lead-in Cable CTH K & CTH H, Item 204.9060.S.02.**

**A Description**

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

**B (Vacant)**

**C Construction**

Notify the Kenosha County Highway Department at (262) 857-1870 at least five working days prior to the removal of the loop detector wire and lead-in cable.

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

**D Measurement**

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

**E Payment**

Add the following standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Loop Detector Wire and Lead-In Cable CTH K & CTH H	EACH

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

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

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

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

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

#### **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.

- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted 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 sublots and the corrective action that was taken.

## **B.5 Department Testing**

### **B.5.1 Verification Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one 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/ft<sup>3</sup> 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/ft<sup>3</sup> 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/ft<sup>3</sup>, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft<sup>3</sup> 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)

## **30. Insulation Board Polystyrene, 4-Inch, Item 612.0902.S.**

### **A Description**

This special provision describes furnishing and placing polystyrene insulation board as the plans show. Unless an exception is made by the engineer, water mains shall be insulated wherever the depth of cover is 3.5 to 5 feet or where a storm sewer passes within 2 feet of the main. Building water services shall be insulated wherever the depth of cover is less than 5 feet or where a storm sewer passes within 2 feet of the service.

### **B Materials**

#### **B.1 Insulation Board**

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230 as modified in this special provision. The insulation shall be closed cell extruded polystyrene boards (blue board) with minimum dimensions of 2 inches thick by 4 feet wide by 4 feet long. A minimum of two layers shall be used, 4 inches total thickness.

### **C Construction**

Prior to placement of the polystyrene boards, bedding material shall be placed to a height of 6 inches over the top of the pipe, leveled, and compacted. The insulating boards shall be placed on the cover material with the long side parallel to the centerline of the water main for a minimum width of O.D. + 24 inches. The boards shall be placed in a staggered arrangement to eliminate continuous transverse joints. Each layer should be placed to cover the joints of the layer immediately below.

Placement of insulation between storm sewers and water mains or services are as follows:

1. Where the storm sewer passes over the water main: a minimum of 6 inches of bedding material shall be placed over the water main followed by the polystyrene board insulation and a minimum of 6 inches of bedding material between the insulation and the storm sewer pipe.
2. Where the storm sewer passes under the water main: a minimum thickness of 6 inches of bedding material shall be placed over the storm sewer pipe followed by the polystyrene board insulation and a minimum of 6 inches of bedding material between the insulation and the water main.
3. In the event a water main or service parallels a storm sewer, the insulation shall be placed vertically with a minimum of 6 inches of bedding material between each pipe and the insulation.

4. In the event that the separation between the water main and storm sewer cannot be completed using one of the methods above or if the cover over a water main or service is less than 3.5 feet, the Kenosha Water Utility Inspector must approve the insulation method on a situational basis.

5. The Kenosha Water Utility Inspector must approve any pipe insulation installation prior to backfilling.

#### **D Measurement**

The department will measure Insulation Board Polystyrene 4-Inch by area in square feet of work completed and accepted.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
612.0902.S	Insulation Board Polystyrene 4-Inch	SF

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

### **31. Hydroseeding.**

#### **A. Description**

The contractor may, at his option and upon approval by the engineer and DNR, substitute hydroseeding as described herein for seeding and erosion mat or mulch. This special provision describes furnishing, hauling and applying hydroseed including seed mix, fertilizer, and water as directed by the engineer, and as hereinafter provided. Conform to the requirements of standard spec 630 and as hereinafter provided.

#### **B. Materials**

Furnish materials conforming to standard spec 630 or as modified herein.

Seed mix shall be #30 and #60 as specified in standard spec 630. Seed mix #30 shall also include 5% oats.

Fertilizer shall be Type B as specified in standard spec 629.

Mulch shall be a hydraulically-applied matrix of blended materials, pre-packaged by the manufacturer that consists of mechanically processed straw (75% +/- 3%), mechanically processed reclaimed cotton plant material (15% +/- 3%) and proprietary hydro-colloid tackifiers (10% +/- 1%). HydraCM by North American Green®, A Tensar® Company or equivalent material shall be used.

#### **C. Construction**

Conform to the requirements of standard spec 630.3.3.2 Method B.

Prior to installation, examine substrates and conditions where materials will be applied. Apply product to geotechnically stable slopes.

Strictly comply with manufacturer's installation instructions and recommendations. For optimum pumping and application performance use approved mechanically agitated, hydraulic seeding/mulching machines. Apply pre-packaged mulch from opposing directions to achieve maximum soil coverage.

Fill tank of a mechanically agitated hydroseeding machine with sufficient water to suspend seed and fertilizers. Add all soil amendments. Continue adding water slowly while adding the pre-packaged mulch at a steady rate. Consult application and loading charts to determine the proper application rates. Mix at a rate of 50 lbs of pre-packaged mulch per 100 gallons of water. Confirm loading rates with equipment manufacturer. All mulch should be loaded when the tank is approximately  $\frac{3}{4}$  full. Agitate for a minimum of fifteen minutes after adding the last amount of mulch. For machines with variable speed agitation bring agitator to a slow roll while maintaining high RPMs.

Apply the hydroseed in a uniform layer from two opposing directions to ensure complete soil coverage. Irregular surfaces may need slightly higher application rates to obtain adequate coverage. Apply materials at the following minimum application rate:

Minimum Application Rates	
SLOPE	APPLICATION RATE
2H:1V	4,000 lbs./ac (4,500 kg/ha)
≥ 3H:1V and < 2H:1V	3,500 lbs./ac (3,900 kg/ha)
≥ 4H:1V and < 3H:1V	3,000 lbs./ac (3,400 kg/ha)
< 4H:1V	2,500 lbs./ac (2,800 kg/ha)

Material should not be applied in channels, swales, or other areas where concentrated flows are anticipated, unless installed in conjunction with a temporary erosion control blanket or permanent turf reinforcement mat. The hydroseed may be applied on saturated soils.

Clean equipment properly after use of this product to ensure that the hydroseed is removed from the pump, tank, and hoses. Clean spills promptly. Do not allow foot traffic or grazing on treated areas until vegetated. Be cautious of slippery surfaces while applying.

**D. Measurement**

The department will measure the Hydroseeding option by the square yard of surface area acceptably completed according to these specifications and only when completed in lieu of seeding and erosion mat or in lieu of seeding and mulch.

**E. Payment**

The department will make no adjustment for hydroseeding performed in lieu of seeding and erosion matting or mulching. Work performed under this specification in lieu of seeding and erosion mat or in lieu of seeding and mulch will be paid for under those respective items.

Payment is full compensation for furnishing, hauling and applying hydroseed including seed mix, fertilizer, and water as specified in these specifications.

**32. Pond Liner Clay, Item 640.1303.S.**

**A Description**

This special provision describes furnishing and installing clay liner in areas shown on the plans.

**B Materials**

For each source, prior to excavating and hauling the clay liner to the project, submit the results of the laboratory source screening tests described in Table 1. Laboratory test results of the clay must meet or exceed the requirements before placing material.

Submit source screening test results to the engineer for review, two weeks prior to clay placement.

**C Construction**

**C.1 Clay Liner**

**C.1.1 Subgrade**

Compact the subgrade to the minimum density using standard spec 207.3.6.2 Standard Compaction, or as otherwise specified in the contract requirements.

**C.1.2 Erosion Protection**

Do not place the clay liner until after all adjacent site grading has been completed and only after silt fence has been installed completely around the area of clay liner placement.

**C.1.3 Clay Placement**

After the fine grading is complete, place and compact clay liner in compacted 6-inch lifts. Place each lift of clay liner in one continuous lift. See plans for clay liner construction limits. Measure the thickness of the clay, as shown in the plans, perpendicular to the surface.

Notify the engineer at least three days before starting construction of clay liner.

**Table 1**

Reference	Number	Test Title	Requirements	Testing Frequency	
				Source Screening	Project Testing
AASHTO <sup>1</sup>	T99-01	Moisture –Density Relationships of Soils Using a 2.5-kg (5.5 lb) Rammer a 305 mm (12-in.) Drop (Standard Proctor)	NA	1/source	NA
AASHTO	T-88-00	Particle Size Analysis of Soils	$P_{200}^3 \geq 50\%$	2/source	1/lift
AASHTO	T-89-02	Determining the Liquid Limit of Soils	$LL^4 \geq 22\%$	2/source	1/lift
AASHTO	T-90-00	Determining the Plastic Limit and Plasticity Index of Soils	$PI^5 \geq 12\%$	2/source	1/lift
AASHTO	T310-03	In-Place Density and Moisture Content of Soils and Soil-Aggregates by nuclear Methods (Shallow Depth)	$DD^6 \geq 95\%$ of the MDD <sup>7</sup>	NA	100'x100' Grid/lift
ASTM <sup>2</sup>	D5084-03	Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter	$K^8 \leq 1 \times 10^{-7}$ cm/sec	1/source <sup>9</sup>	1/site <sup>10</sup>

**Notes:**

1. AASHTO = American Association of State Highway and Transportation Officials
2. ASTM = American Society of Testing and Materials
3. P200 = Percent by weight passing the #200 sieve (%)
4. LL = Liquid Limit (%)
5. PI = Plasticity Index (%)
6. DD = Dry Density (pcf)
7. MDD = Maximum Dry Density (pcf) as determined by the Standard Proctor Test
8. K = Hydraulic Conductivity (cm/sec)
9. The sample for the test shall be remolded at a minimum dry density of 95% of the maximum dry density as determined by the Standard Proctor test and at a moisture content required to achieve the required hydraulic conductivity, but with a minimum moisture content at or above the optimum moisture content as determined in the Standard Proctor test.
10. An undisturbed sample from a thinned walled sampler (Shelby tube)

Compact the clay liner to a minimum of 95% Standard Proctor AASHTO T-99 Maximum Dry Density with footed compaction equipment having feet at least as long as the loose lift height. As needed, clay shall be disked or otherwise mechanically processed before compaction to break up clods and allow moisture content adjustment. Clod size shall be no greater than 4 inches. All compaction equipment utilized shall have a minimum static weight of 30,000 pounds.

Provide all equipment necessary to adjust clay liner to the proper moisture content for compaction.

Make sufficient number of passes of the compaction equipment over each lift of clay to ensure complete remolding of the clay.

Do not proceed with placement of additional lifts until all required clay liner testing and documentation has been completed for the previous lift.

During placement of the clay liner the minimum moisture content shall be as defined by the testing performed in the source screening evaluation and with the following limits:

- No drier than the optimum moisture content as determined by the Standard Proctor test.

If the in-place clay liner fails to meet the requirements of Table 1, then remove and replace or rework any portion of the clay liner not meeting the project requirements until project specifications are met. There shall be no compensation for removing, replacing and reworking clay not meeting the requirements in Table 1.

#### **C.1.4 Project Testing and Acceptance**

Perform all project testing at the frequency shown in Table 1 except for project testing for ASTM D5084-03 Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter, which will be done by the department. Record clay liner thickness on a 100 foot x 100 foot grid pattern.

Provide the following:

- Access for on-site testing, inspection, and documentation.
- Machinery required to grade/blade density test locations.
- Machinery required to collect undisturbed clay samples (i.e., with Shelby tubes).
- Replace and recompact clay material removed for testing purposes.

Perform sampling, testing, and documentation for project testing in Table 1, required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at each grading site during all clay liner placement, compaction, and sampling/testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

Perform all project testing with a department approved laboratory.

#### **C.1.5 Department Testing**

**The department will perform the project testing for ASTM D5084-03 Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter.**

##### **D Measurement**

The department will measure Pond Liner Clay in volume by the cubic yards acceptably completed.

##### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
640.1303.S	Pond Liner Clay	CY

Payment is full compensation for dewatering areas of site where the clay liner is to be placed; for furnishing, placing and compacting the clay liner; and for performing all tests.

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### **33. Install Conduit Into Existing Item, Item 652.0700.S.**

#### **A Description**

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

**B Materials**

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

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM 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.

**34. Electrical Service Meter Breaker Pedestal.**

*Add the following to standard specification 656.2.3:*

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

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

*Add the following to standard specification 656.3.4:*

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

*Add the following to standard specification 656.5(3):*

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

**35. Signal Housings.**

*Replace standard spec 658.2(4) with the following:*

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



### 36. Traffic Signal Mounting Hardware.

*Add the following to standard spec 658.2(7):*

Use an approved type of pole or standard vertical mounting brackets/clamps for signal faces from an approved manufacturer. Pedestrian traffic signal heads mounted in the median shall use federal yellow aluminum side of pole 2-way upper and lower arm assemblies providing 16 ½-inch center to center spacing.

### 37. Traffic Signal Faces.

*Replace standard spec 658.2(2) with the following:*

<sup>(2)</sup> Furnish materials from the QPL. Specific products shall include the following:

- SA Polycarbonate Vehicle Traffic Signal manufactured by Eagle Traffic Systems (division of Mobotrex). Yellow traffic signal faces include 12" housings and cutaway visors.
- Uniform Appearance LED Traffic Signal Modules manufactured by Dialight. The LED modules shall have tinted lenses.
- Signal backplates manufactured by Eagle Traffic Systems (division of Mobotrex). Specs include:
  - Prefix: BPD = Poly – SA
  - Width of Border: 5"
  - 12" Housings
  - Profile: Flat
  - Width of Reflective Tape: 2"
  - Tape Location: Edge
- Pedestrian signal faces manufactured by Eagle Traffic Systems (division of Mobotrex). Specs include:
  - Housing Type: STD
  - Lens Config: Customer Supplied
  - Housing Material: Poly
  - Clamshell install: None
  - LED Supplied by: None
  - Visor Type: Egg
  - Housing Color: Yellow
  - Door Color: Gloss Black
  - Visor Color: Flat Black
  - Uniform Appearance Countdown Pedestrian Signals (16 x 18 Housing Size)
- 9"W X 15"H Countdown Push Button Signs manufactured by Traffic & Parking Control Co (TAPCO)
- Pedestrian push buttons.
- Signal mounting hardware.

*Add the following to standard specification 658.3:*

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

### **38. Lighting**

*Replace standard spec 659.2(2) with the following:*

<sup>(2)</sup> Furnish materials from the QPL. Furnish light fixture with LED lamping. The specific LED luminaire is outlined below:

- Manufacturer: CREE
- Model and Series: Traveyo Series – Large (TRVLG)
- Version: A
- Mounting: HT (Horizontal Tenon)
- Optic: 3M
- Lumens: 13L
- CCT/CRI: 40K7 (4000 degrees Kelvin, 70 CIR)
- Voltage: UL
- Color: GY (Gray)
- Utility Label / Receptacle: N (Utility Label and NEMA ©\_7-Pin Photocell Receptacle)
- Manufacturer Warranty: W10 (10-Year)

Provide mounting hardware as required to mount luminaire on light pole arms. All mounting hardware shall be stainless steel.

### **39. Temporary Traffic Signals for Intersections.**

*Replace standard spec 661.2.1(1) with the following:*

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

*Replace standard spec 661.3.1.1(2) with the following:*

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

*Add the following to standard spec 661.3.1.4:*

<sup>(4)</sup> Arrange for every other week inspections with the engineer to check the height of the span wire above the roadways to ensure that the bottom of the traffic signal heads remain within the minimum and maximum heights allowed above the roadway. Make all height adjustments within 1-hour of an inspection indicating that adjustments are required. Notify the engineer in writing upon completion of all necessary adjustments. Maintain a written log to properly document the date of each every other week inspection, the heights above the roadway, the roadway clearance after adjustments have been made and acceptance by the engineer. Provide all documentation related to the every other week span wire height checks as well as all records related to maintenance performed on the temporary traffic signal installations to the engineer.

Replace standard spec 661.5(2) with the following:

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

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

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for maintaining and changing the traffic control and construction staging; for traffic signal timing adjustments, if required; for cleaning up and properly disposing of waste; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

#### **40. Traffic Signal Controller & Cabinet (CTH K & CTH H), Item SPV.0060.01.**

##### **A Description**

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

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

##### **B Materials**

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

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

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

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

- One Eagle/EPAC M60 Series Traffic Signal Controller with functional ethernet port and capability to accommodate future fiber optic interconnect communications
- One shelf-mountable, 16-channel, solid-state Malfunction Management Unit (MMU) with ethernet capability. The MMU shall meet the requirements of Section 4 of the NEMA TS2 Standard.
- BUS Interface Units (BIU) conforming to section 8, Bus Interface Unit, of the NEMA TS2 Standard.
- Two-circuit, 20-amp, flash transfer relays conforming to section 6.4, Flash Transfer Relays, of the NEMA TS2 Standard.
- Battery Backup System (BBS) including Uninterruptible Power Supply (UPS) as described in Section 5 of this specification.
- Auxiliary surge suppressor units.

- Police hand cord, including a 5 foot long, stranded two-wire, coiled cord and a hand held push button unit.
- Emergency vehicle preemption (EVP) discriminator (paid as a separate item).
- Emergency vehicle preemption (EVP) card rack (paid as a separate item).

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

## **C Construction**

### **1. Cabinet**

#### **1.1 Design**

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

The cabinet shall comply with the environmental and operating standards outlined in the NEMA TS2 Standard. The cabinet shall provide reasonable vandalism protection. The cabinet shall have a NEMA 3R rating. Construct the cabinet from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. Furnish the cabinet with a natural, uncoated, aluminum interior and exterior finish. Continuously weld all seams. The surface shall be smooth, free of marks and scratches. Use stainless steel for all external hardware.

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

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

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

#### **1.2 Doors**

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

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

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

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

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

### **1.3 Shelves and Mountings**

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

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

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

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

### **1.4 Auxiliary Cabinet Equipment**

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

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

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

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

## **2. Terminals and Facilities**

### **2.1 Terminal Facility**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Auxiliary Panels**

#### **3.1 Vehicle Detection Interface Panel**

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

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

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

#### **3.2 Intersection Lighting and Receptacle Control**

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

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

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

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

- Control coil circuit
- Control coil neutral
- Power Circuit IN (to contactor)
- Power Neutral IN/OUT
- Power Circuit OUT (from contactor)
- Ground IN/OUT

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

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

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

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

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

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

### **3.3 Conductors and Cabling**

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

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

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

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

All wiring shall be neat in appearance. Stow excess cable behind the terminal facility or below the shelves in order to allow easy access to the terminal facility and cabinet components. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

Wire the grounding system in the cabinet into three separate circuits: AC Neutral, Earth Ground, and Logic Ground.

Optoisolate all pedestrian pushbutton inputs from the field to the controller through the BIU and operate at 12 VAC.

Hook or loop all wire, size 16 AWG or smaller, at solder joints around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.

### **3.4 Cabinet Switches**

Locate the following switches on a maintenance panel on the inside of the cabinet door:

- a. Controller On/Off
- b. Cabinet Light
- c. Stop Time (Three Position)

d. Manual Detector Switches (Three Position)

<u>Position</u>	<u>Switch Label</u>	<u>Function</u>
Upper	Stop Time	Place stop time on the controller
Center	Run	Remove the stop time input to the controller
Lower	Normal	Connects the MMU to the controller stop time input

Provide manual detector switches. Provide a minimum of 16 vehicle detector switches, and four pedestrian detector switches. The switches shall be spring loaded and automatically return to the center position. Wire the vehicle detector switches to detector BIU slot 1. Wire the pedestrian switches to the T&F BIU slot 1. The switches shall operate as follows:

<u>Position</u>	<u>Function</u>
Up	Detector Disabled
Center	Detector Enabled
Down	Detector Called

#### 4. Power Panel

##### 4.1 Design

The power panel shall consist of a separate module, securely fastened to the interior right side wall of the cabinet. Wire the power panel to provide the necessary power to the cabinet, controller, MMU, cabinet power supply, and all auxiliary equipment. Manufacture the power panel from 0.090-inch, 5052-H32 aluminum. Panel layout shall facilitate field inspection and maintenance accessibility without excessive disassembly or special tools.

Provide a light, tough, transparent, weather-resistant, non-yellowing, thermoplastic cover, rigidly mounted over the full power panel, with access holes for circuit breakers and other equipment, and open on the sides for ventilation.

##### 4.2 Bus Bar

Provide a minimum 20-position neutral bus bar capable of connecting three #12 AWG wires per position.

##### 4.3 Circuit Breakers

House in the power panel the following vertically mounted, single pole, 120 volts AC, 60 Hertz, circuit breakers, with the ON position being up:

- One 30-amp signal breaker. This breaker shall supply power for all cabinet functions not powered through one of the other breakers or fuses listed below. Streetlights will be powered from outside the cabinet in the meter breaker pedestal. This breaker shall feed a signal bus supplied through a solid state bus relay and a radio interference line filter. The bus relay, in all cases, shall be a solid state contactor and shall not be jack mounted. Breakers shall be thermal magnetic type, UL listed, with a minimum of 22,000 amp interrupting capacity.
- One 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater.
- One 10-amp breaker. This breaker shall supply power for control equipment: controller, MMU, and cabinet power supply.
- One 20-amp circuit breaker for future use.

Power the cabinet light through the GFI fuse, not a circuit breaker.

##### 4.4 Radio Interference Suppressor

Equip each control cabinet with a single radio interference suppressor (RIS) of sufficient ampere rating to handle the load requirements. Install the RIS at the input power point. The RIS shall minimize interference in both the broadcast and the aircraft frequencies and shall provide a maximum attenuation of 50 DB over a frequency range from 200 KHZ to 75 MHZ, when used in connection with normal installations. The RIS shall be hermetically sealed in a substantial metal case filled with a suitable insulating compound. The terminals shall be nickel-plated brass studs of sufficient external length to provide space to connect two #8 AWG wires and shall be so mounted that they cannot be turned in the case. Ungrounded terminals shall be properly insulated from each other and shall maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. The terminals shall have an insulation



factor of 100-200 megohms dependent upon external conditions. The RIS shall be rated at minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL and Radio Manufacturer's Association.

#### **4.5 Bus Relay**

Provide a normally-open, 60 amp, solid state relay.

#### **4.6 Surge Protector**

Install a plug-in type EDCO SHA-1250, or Atlantic/Pacific approved equal, surge protector across the load terminal of the 10-amp circuit breaker. Install a General Electric Varistor, catalog #V130PA20A, at the load terminals of the circuit breaker from the hot line to the grounded current carrying neutral conductor. Provide one additional uninstalled surge protector for every 20 cabinets delivered.

#### **4.7 Power receptacles**

Mount a 120 VAC 20 amp, NEMA 5-20R GFCI convenience duplex outlet at each of these two locations:

- On the interior right side wall above the power panel. The outlet shall be fully operational and fuse protected.
- Near the power panel where it will not interfere with power panel maintenance. This outlet is to be wired by field installation personnel.

#### **4.8 Suppressors and RC Network**

Provide a suppressor for each 120 VAC circuit that serves an inductive device, such as a fan motor or a mechanical relay, to protect the controller's solid state devices from excessive voltage surges. Such suppressors shall be in addition to the surge protector at the input power point. Wire one RC network in parallel with each inductive device.

### **5. Auxiliary Devices**

#### **5.1 Load Switches**

Provide solid state load switches conforming to the requirements of Section 6.2 of the NEMA TS2 Standard.

Supply all 16 load switches with each cabinet.

#### **5.2 Flashers**

Provide a solid state flasher conforming to the requirements of section 6.3 of the NEMA TS2 Standard.

#### **5.3 Cabinet Power Supply**

Supply one cabinet power supply with each cabinet, meeting the requirements of Section 5.3.5 of the NEMA TS2 Standard. Provide LED indicators for the 12 VDC, 12 VAC, and 24 VDC outputs. Provide jack plugs on the front panel for access to the +24 VDC for test purposes.

#### **5.4 Battery Backup System (BBS)**

Furnish a BBS that will provide uninterruptible reliable emergency power to a traffic signal system in the event of a power failure or interruption. The BBS shall be capable of providing power for full run-time operation and for flashing mode operation of all traffic signals at an intersection. The BBS system shall have a shelf mounted configuration and shall include:

- § Inverter/charger
- § Automatic power transfer switch
- § Automatic bypass switch
- § Manually operated non-electronic bypass switch
- § Manually operated non-electronic generator transfer switch
- § All auxiliary equipment, hardware, and wiring to provide a complete operating BBS system
- § Cabinet and cabinet equipment
- § Batteries and battery equipment

The system shall be designed for outdoor applications, shall meet the environmental requirements of NEMA Standards Publication TS2 – 2003v02.06 – Traffic Controller Assemblies with NTCIP Requirements, except as modified herein, and shall be capable of receiving power from a generator.

Configure the BBS to provide a minimum of two hours of full run-time operation for an intersection using LED traffic signals, LED pedestrian signals, and LED blank out message signs with a total operating load of 1500 watts minimum.

#### **5.4.1 Uninterruptible Power Supply**

##### **5.4.1.1 Features**

The UPS shall be an inverter/charger complying with UL 1778.

When utilizing battery power, the BBS output voltage shall be between 110 VAC and 125 VAC, pure sine wave output with THD < 3% at 60 Hz +/- 3 Hz.

Provide buck and boost capability to provide constant output voltage without battery input.

The range of operating temperatures for the inverter/charger shall be -34° C to +74° C.

The UPS shall be fully programmable and controllable, both locally using the UPS touch pad and remotely using a standard personal computer USB interface with Windows XP operating system, including all UPS features listed in this specification; all settings, controls, logs, tests, and counters; and all other electronic features.

Provide a backlit LCD display to indicate current battery charge status, input/output voltages, power output, battery temperature, faults, alarms, date, time, and settings of the various relays.

UPS shall be fully SNMP Ethernet ready, including a RJ-45 (also known as an 8P8C) Ethernet connector port, for future activation. A SNMP card is not required with this specification.

Provide on the UPS a resettable inverter event counter and a cumulative inverter timer.

All controls and external connections shall be on the front panel. The UPS unit shall sit horizontally on a shelf. All controls and labels shall be oriented to read horizontally.

Provide lightning/ surge protection complying with ANSI/IEEE C.62.41 and C.62.45 Cat A and B and UL 1449.

Equip the UPS with an event log for at minimum the last 100 events. The events shall be time and date stamped. The event log shall be retrievable via the USB port and the last event in the log shall be viewable from the LCD screen.

The UPS shall be capable of performing a SELF-TEST of the BBS. The duration of the SELF-TEST shall be programmable in 1-minute increments from one minute to four hours.

The operation of the flash mode shall be field programmable to activate at various times, battery capacities, or alarm conditions.

Provide password protection for certain maintenance controls such as Battery Test, BBS inverter ON/OFF, viewing the Event log, and changing default settings. Furnish the UPS with a default password and the ability for the user to change the password.

Use the following LED lights conditions to indicate current status:

Red LED Flashing	for ALARM
Red LED steady ON	for FAULT
Green LED Flashing	for battery back-up mode
Green LED steady ON	for normal line mode operation

Provide on the UPS at least four sets of NO / NC panel-mounted and potential free contact relays rated 1 Amp, 120 VAC, and labeled 1 through 4. Each relay's setting shall be either preset or programmable to activate under any number of conditions. The available settings for the relays shall be:

- § ON BATTERY – relay activates when BBS switches to battery power.
- § LOW BATTERY – relay activates when batteries have reached a certain level of remaining useful capacity while on battery power. This number is adjustable by battery voltage.
- § TIMER – relay activates after being on battery power for a given amount of time. This number is adjustable from 0 to 8 hours.
- § UPS FAILURE – relay activates in the event of UPS inverter/charger failure to be able to run according to these specifications.

##### **5.4.1.2 Specifications**

Battery String Voltage                      48 Vdc

###### Input Specifications

Nominal Input Voltage                      120 VAC, Single Phase

Input Voltage Range	120 VAC +/- 25%
Input Frequency	60 Hz +/- 5%
<u>Output Specifications</u>	
Nominal Output Voltage	120 VAC, Single Phase
Power Rating	2000 VA minimum at 25° C (1500 Watts at 74° C)
Output Frequency	60 Hz (+/- 3%)
Voltage Wave Form	Pure Sine Wave, THD < 3.0%
Efficiency (nominal)	Minimum 85% at 100% load

#### 5.4.2 Switches

The four switches listed in this section may be in separate units or may be integrated into one or more units.

The range of operating temperatures for all switches shall be -34° C to +74° C.

##### 5.4.2.1 Automatic Transfer Switch

Provide an automatic transfer switch to transfer the critical load to the UPS when the utility line fails or is out of tolerance range. The transfer from utility power to battery power shall not interfere with the normal operations of the traffic controller, conflict monitor, or any other peripheral devices within the traffic control system. The automatic transfer switch shall automatically disconnect the battery heater pads when the critical load is operating from the UPS.

###### Input / Output Specifications

Nominal Voltage	120 VAC, Single Phase
Voltage Range	92 to 135 VAC
Input Frequency	60 Hz +/- 5%
Current	20 A minimum

##### 5.4.2.2 Automatic Bypass Switch

Furnish an automatic bypass switch to transfer the critical load to the utility line if there is a fault on the UPS, if there is battery failure, and upon complete battery discharge. The transfer from battery power to utility power shall not interfere with the normal operations of the traffic controller, conflict monitor, or any other peripheral devices within the traffic control system.

###### Input / Output Specifications

Nominal Voltage	120 VAC, Single Phase
Voltage Range	92 to 135 VAC
Input Frequency	60 Hz +/- 5%
Current	20 A minimum

##### 5.4.2.3 Universal Automatic Transfer Switch (UATS)

Furnish an automatic transfer switch to provide fail safe and manual operation to ensure the critical load is protected and to ensure a continuous operation with conditioned line power, battery backup power, or power direct from the line should the UPS require maintenance.

###### Input / Output Specifications

Nominal Voltage	120 VAC, Single Phase
Voltage Range	92 to 135 VAC
Input Frequency	60 Hz +/- 5%
Current	30 A

#### 5.4.2.4 Generator Transfer Switch

Furnish a generator transfer switch to automatically transfer the input to the UPS from the utility line to a portable AC generator. The switch shall break both line and neutral to the utility and prevent back-feeding the utility lines.

##### Input / Output Specifications

Nominal Voltage	120 VAC, Single Phase
Voltage Range	92 to 135 VAC
Input Frequency	60 Hz +/- 5%
Current	20 A minimum

#### 5.4.3 Other Equipment

Furnish all equipment, mounting hardware, wire, cable, fasteners, and connectors not otherwise specified to provide a complete and operational BBS, including but not limited to, the cable connections to the batteries.

#### 5.4.4 Operation

##### 5.4.4.1 Loss / Restoration of Utility Power

The BBS shall transfer the load to battery power when the utility line voltage is outside the High and Low Limits. Set the default high and low limits as 130 and 100 VAC, respectively. Operate in the Buck and Boost modes for partial line voltage correction.

For the low line voltage condition, the BBS shall return to line mode when the utility power has been restored to above 105 VAC for the specified line qualification time. This line qualification time shall be user adjustable from 3 to 30 seconds.

For the high line voltage condition, the BBS shall return to line mode when the utility power has been restored to below 125 VAC for the specified line qualification time. This line qualification time shall be user adjustable from 3 to 30 seconds. In cases where the nominal voltage is between 125 and 130 VAC, the BBS shall return to line mode when the utility power is back to nominal.

The maximum transfer time allowed, from disruption of normal utility line voltage to stabilized inverter line voltage from batteries, shall be 65 milliseconds. The same maximum allowable transfer time shall also apply when switching from inverter line voltage to utility line voltage.

##### 5.4.4.2 Battery Operation

In the event of UPS failure, battery failure, or complete battery discharge, the automatic power transfer switch shall revert to the NC (and de-energized) state, where utility power is supplying the cabinet.

Provide a temperature compensated battery charging system. The charging system shall compensate over a wide range of 2.5 to 4 mV / °C / Cell. The charger shall be rated 10 amps at 48 VDC. Batteries shall not be charged when battery temperature exceeds manufacturer's recommendations for the specific batteries being used. The charging system shall fully recharge the batteries within 20 hours.

##### 5.4.4.3 Product Compatibility

The BBS shall be compatible with all of the following for full phase operation mode, flash operation mode, or a combination of both full and flash mode operation:

- NEMA TS2 controllers and cabinet components

The complete BBS system including batteries shall fit inside and be compatible with a NEMA type traffic control cabinet of minimum size 26-inch wide X 40-inch high X 13-inch deep and maximum size 32-inch wide X 51-inch high X 18-inch deep, with minimum 3-inches in the front and minimum 1-inch air space on the top, back, and sides of a shelf mounted UPS.

##### 5.4.4.4 Electrical Protections

The BBS shall be equipped to prevent a malfunction feedback to the cabinet or from feeding back to the utility service per UL 1778, Section 48 "Back-feed Protection Test". The upstream back-feed voltage from the BBS system shall be less than 1 volt AC.

#### **5.4.4.5 Maintenance**

The individual BBS parts shall be easily replaced and installed (complete turnkey system with all necessary hardware). The BBS shall not require any special tools for removal or installation.

#### **5.4.4.6 Cabinet**

Furnish a non-ground mounted, aluminum, outdoor rated, NEMA type 3R traffic control cabinet of minimum size 26-inch wide X 40-inch high X 13-inch deep and maximum size 32-inch wide X 51-inch high X 18-inch deep. The size of the cabinet shall be of sufficient size to provide ample space for housing all equipment specified herein, all equipment furnished with the Uninterruptible Power Supply (UPS) specification, and all batteries. Provide a minimum clear space of 3-inches in the front of a shelf mounted UPS, and minimum 1-inch on both sides, back, and top of the UPS. Slope the top of the cabinet towards the door with a 2-inch drip lip over the door and cabinet front. All sheet metal parts shall be 0.125-inch thick aluminum of type 5052-H32. All seams shall be continuously welded.

Provide an access door on the front of the cabinet with a continuous hinge, door latch assembly with 3-point locking mechanism, #2 Corbin lock, dust cap, and two #2 keys. The door shall have a closed-cell neoprene gasket on all four edges. The continuous hinge shall be heavy gauge aluminum with ¼-inch diameter stainless steel hinge pin. Secure hinge with 1/4-inch X 20 TPI stainless steel carriage bolts and stainless steel nylon locking nuts. The 3-point locking system shall have ½-inch X ¼-inch X length required latch bars and nylon rollers. Door handle shall be a ¾-inch solid stainless steel inward-turning handle with provisions for padlocking. Provide a steel rod door holder. All hardware shall be stainless steel, unless otherwise specified.

Provide ventilation louvers on the front of the cabinet of sufficient open area to provide air flow for the cabinet fan. Provide a 1/2-inch air filter over all the louver area. Air filter shall slide into a channel and shall be easily removed and replaced.

Provide installed a minimum of three full width and depth, stainless steel shelves sufficient to hold all equipment furnished with the Uninterruptible Power Supply specification, and all batteries. All shelves shall have neoprene (or similar material) pads. The shelves shall not be the swing out type. The shelf locations shall be adjustable to within six inches of the top of the cabinet and 12 inches from the bottom of the cabinet. The shelves shall be capable of supporting up to 180 pounds.

#### **5.4.4.7 Cabinet Equipment**

Provide and install a power distribution terminal block for wire connections, wire size up to #8AWG, from the traffic signal cabinet. Locate the block on one side of the UPS cabinet between one and two feet from the top of the cabinet.

Provide a generator connection outlet installed on one side of the cabinet placement shall not interfere with the installation or use of batteries, UPS, or any switches. The outlet shall be a Marincos 125/250 V 50A turn and pull or equivalent, back wired, surface mounted, twist lock receptacle with a watertight cover and meter seal tabs, or equal.

Ventilate the UPS cabinet by means of an installed 120 VAC, 60HZ, tube axial compact type fan. The fan's free delivery airflow shall be greater than 2.83 cubic meters per minute. The magnetic field of the fan motor shall not affect the performance of control equipment. The fan bearings shall operate freely. The fan unit shall not crack, creep, warp, or have bearing failure within a 7-year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant. The fan shall be thermostatically controlled. Thermostat shall be set to manufacturer required settings. The fan shall be fused.

Provide installed and operational heating pads for the batteries. Heating pads shall be 120 volt, 70 watt, polyester, G30200X, P07141A2 D0452, PowerBack pads from Hi-Heat, Industries, Inc., Lewiston, MT, or equal. Provide a temperature sensor bonded to the pad, electrical power cord, and a thermal fuse in each power cord.

Provide a battery voltage balancer, battery cable for each battery, and interface cable of the size compatible with the battery string. Balancer shall be ALPHAGuard Charge Management SC, 48-volt, compatible with the battery string, or equal.

In all controller cabinets and auxiliary cabinets, the AC common, the logic ground, and the chassis ground shall be isolated from each other as detailed by NEMA Standard.

Each 120 VAC circuit that serves an inductive device, such as a fan motor or a mechanical relay, shall have a suppressor to protect the controller's solid state devices from excessive voltage surges. Such suppressors shall be in addition to the surge protector at the input power point.

#### **5.4.4.8 Batteries**

Furnish four batteries for each cabinet as recommended by the UPS supplier. Batteries shall be newly built and fully charged when delivered.

#### **5.4.4.9 Equipment Installation**

Install the furnished BBS, batteries, and battery equipment according to manufacturer's requirements. Bolt the BBS cabinet firmly to the back or side of the traffic signal control cabinet as required by the design of each signal cabinet. Use a minimum of four bolts of the size recommended by the BBS cabinet manufacturer. Use fender washers on the inside of both cabinets. Use all stainless steel hardware.

Furnish and install from the electrical service to the BBS cabinet and back to the signal cabinet, the larger of 1) #10 AWG, 600 volt, electric wire, 2) the wire size recommended by the UPS manufacturer, 3) the largest size wire used in the signal cabinet for the power connections, or 4) the wire size required by WSEC. Install the wire through a 3/4-inch hole drilled between the cabinets and install two 3/4-inch bushings in the hole. Provide grounding, suppressors and lightning arrestors according to the WSEC requirements.

Program and/or enter configuration settings for the equipment and make the equipment fully operational.

#### **5.4.4.10 Certification**

Provide a written certification with the cabinet delivery that the equipment meets the requirements of the plans and specifications and will fully operate the traffic signal cabinet. The certification shall be on the contractor's company letterhead, shall be addressed to both Kenosha County and the construction contractor, if there is one, and shall be signed by a company officer authorized to legally obligate the company. Cabinet testing and quality control documents may accompany the certification.

#### **5.4.4.11 Documentation**

Submit detailed equipment layout drawings and inter-equipment wiring diagrams furnished under this specification to Kenosha County for approval. Two sets of approved equipment layout drawings and inter-equipment wiring diagrams shall be contained in a heavy-duty clear plastic envelope mounted on the inside of the front door.

For the cabinet and cabinet equipment, at the time of the delivery, furnish two printed sets, and one .pdf file on a CD-ROM or flash drive, of cabinet installation, operations, and maintenance manuals per cabinet and an itemized price list for each type of equipment, and their replacement parts. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) part numbers, and e) maintenance checklists. Also provide two prints and the .dgn or CADD file of the as-built cabinet design and layout.

For the installed equipment, at the time of the delivery, furnish two printed sets, and one .pdf file on a CD-ROM or flash drive, of equipment installation, operations, and maintenance manuals per cabinet and an itemized price list for each type of equipment, their sub-assemblies, and their replacement parts. The manuals shall as a minimum include the following information for each piece of equipment: a) table of contents, b) startup procedure, c) operating procedure, d) step by step maintenance and trouble-shooting information for the entire assembly, e) circuit wiring diagrams, f) pictorial diagrams of parts locations, g) part numbers, h) theory of operation, and i) maintenance checklists. The instructional manuals shall include an itemized parts list. The itemized parts list shall include the manufacturer's name and part numbers for all components (such as IC's, diodes, switches, relays, etc.) used in each piece of equipment. The list shall include cross-references to part numbers of other manufacturers who make the same replacement parts. Also provide the .dgn CAD files for the equipment layout drawings and inter-equipment wiring diagrams.

### **6. Documentation**

#### **6.1 Shop Drawings**

For each cabinet order, submit two sets of 22X34-inch detailed printed shop/drawings of the control cabinet, equipment layout drawings, and wiring diagrams of all equipment installed in the controller cabinet to Kenosha County for review and approval, a minimum of 60 days before the designated cabinet delivery date. Also provide all drawings as .dgn or .dwg files. Revise the files and drawings according to Kenosha County comments and resubmit, both printed and .dgn/.dwg files. If cabinet designs change within an order with the permission of Kenosha County, resubmit all drawings and files for review, comment, and approval.

## 6.2 Manuals and Proof of Purchase

At the time of the cabinet delivery, furnish the following:

- One set of installation, operations, and maintenance manuals per cabinet for each type of equipment and their replacement parts. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) part numbers, and e) maintenance checklists.
- Two sets of cabinet wiring diagrams per cabinet.
- A bill of materials showing proof of purchase for all cabinet and cabinet-related materials, including catalog numbers, to Kenosha County.

## 7. Cabinet Delivery

Deliver the fully wired and equipped cabinets the project site and securely store the materials if not immediately installing the equipment. Contact the construction leader a minimum of one 24-hour business day ahead of the desired delivery date to confirm the site is ready for installation.

## 8. Warranty

The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description. Provide a manufacturer's warranty statement which stipulates that the cabinet and all supplied equipment are warranted for two years from the date of final installation on the job site. The warranty shall provide for full repair or replacement of the failed item, as determined by Kenosha County, at no cost to the department. Shipping costs, both to the factory or an Authorized Repair Depot, and return to Kenosha County, shall be paid by the contractor.

### D Measurement

The department will measure Traffic Signal Cabinet & Controller (Location), completed as a unit of work at each intersection, acceptably furnished and installed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Traffic Signal Cabinet & Controller County K & County H	EACH

Payment is full compensation for furnishing and installing the traffic signal controller (including programming an initial timing program provided by the County) and conflict monitor together with the traffic signal cabinet, all required control units, all additional harnesses for preemption, switches for flashing operation, and fittings as are necessary to assure that the controller will perform the said functions.

## 41. GPS Emergency Vehicle Preemption System County H & County K, Item SPV.0060.02.

### A Description

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

### B Materials

The GPS-enabled Emergency Vehicle Preemption System shall include the latest model of the following components: discriminator, detectors (quantity as shown on the plans), detector cable, and Auxiliary Interface Panel. The system shall be compatible with confirmation lights and cabling used for multiple types of EVP systems. This equipment shall be furnished and installed by the contractor. The discriminator shall be mounted in a card rack.

### C Construction

Detectors shall be mounted on the signal poles or pole extensions as shown on the plans. In the event, at installation, a noticeable obstruction is present in line with the detector, the contractor shall be obligated to advise the engineer before installation. The traffic signal poles shall be drilled and tapped to accommodate the mounting of the detector units as shown in the Plans. The installation method shall be approved by the engineer. Unless otherwise directed by the engineer, the detector shield tube shall be installed with the drain hole at the bottom.

There shall be NO detector cable splices from the detector assembly to the controller terminations.  
 The EVP detector cables shall be routed to the controller. Each lead shall be appropriately marked as to which street or avenue it is associated. The contractor will perform all terminations inside the cabinet.  
 The EVP as specified and shown in the Plans shall be complete in place, tested, and in full operation.

**D Measurement**

The department will measure GPS Emergency Vehicle Preemption System as a single unit for each project, acceptably completed.

**E Basis of 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	GPS Emergency Vehicle Preemption System	EACH

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

**42. Vehicular Radar Detection System County K & County H, Item SPV.0060.03.**

**A Description**

This special provision describes furnishing and installing a vehicular radar detection system at a signalized intersection.

**B Materials**

Furnish Wavetronix radar system or pre-approved equal, including detectors, cabling, mounting brackets, and other incidentals to make the system fully operational.

**C Construction**

Install the power and connector cabling, pole/arm mounting bracket, extension arm (if required) and detector as shown on the plans per the manufacturer's recommendations (the final determination of location will be made by the vendor to ensure best line of sight). Contractor shall install the radar detection equipment in the traffic signal control cabinet with assistance from the vendor.

Install the power cable to run continuously (without splices) from the traffic signal cabinet plus an additional 10 feet to the handhole or base. Leave 10 feet of cable in each pull box. Install the radar manufacturer's connector cable from the camera to the handhole or base.

Mark each end of the lead appropriately to indicate the equipment label (i.e. RA1, RM1, etc.). Splice, solder and shrink wrap the power cable to the radar manufacturer's cable connection. Allow 3 feet of slack on each cable.

Notify Kenosha County upon completion of the installation of the cabling and radar at each intersection. Radar programming will be performed by the vendor with assistance from the County and contractor when operation of the permanent signal begins.

Coordinate directly with the radar detection system vendor to arrange for the vendor to program the radar detection. Notify the vendor and County at least five (5) working days prior to the date of programming. The primary County contact is Mr. Glenn Fenske, (262) 620-0497.

**D Measurement**

The department will measure this item as a single unit for each intersection, acceptably completed.

**E Basis of Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Vehicular Radar Detection System County K & County H	EACH

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



**43. Backflow Preventer, Item SPV.0060.04.**

**A Description**

This special provision describes providing a backflow preventer at the end of culvert or storm sewer pipe.

**B Materials**

Furnish series TF-1 check valve by Tideflex Technologies, or series RF-DBF-SB flanged duckbill check valve by Cla-Val, or equivalent.

**C Construction**

Affix the backflow preventer to the designated pipe end following manufacturer's specification or guidelines.

**D Measurement**

The department will measure Backflow Preventer by each individual unit acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Backflow Preventer	EACH

Payment is full compensation for furnishing and installing all materials; and for connecting backflow preventer to pipes according to manufacturer requirements.

**44. Anti-Seep Collar, Item SPV.0060.05**

**A Description**

This special provision describes furnishing and installing low permeable clay around pipes at pond outlet control structures at the locations shown on the plans.

**B Materials**

Furnish materials and testing of materials as specified in Item 640.1303.S of these special provisions.

**C Construction**

Construct clay anti-seep collars to the locations and extents as shown in the plans.

Construct, place, and compact clay for anti-seep collars as specified in Item 640.1303.S of these special provisions.

**D Measurement**

The department will measure Anti-Seep Collar as each individual collar, 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.0060.05	Anti-Seep Collar	EACH

Payment is full compensation for dewatering areas of site where the low permeable clay is to be placed; for furnishing and placing and compacting the low permeable clay.

**45. Inlets 1 Special-Domed, Item SPV.0060.06.**

**A Description**

This special provision describes providing and installing Inlets 1 Special Domed as shown on the plans.

**B Materials**

Furnish H-20 rated Nyloplast Light Duty Inline Drains, or equivalent field inlet. Furnish Nyoplast 12-inch ductile iron domed grates, or equivalent field inlet casting.

**C Construction**

Install field inlets and castings according to standard spec 611.3 of the Standard Specification, the manufacturer specifications, and as shown on the plans.

**D Measurement**

The department will measure Inlets 1 Special-Domed by each individual unit acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Storm Sewer Inlet 1 Special-Domed	EACH

Payment is full compensation for providing all materials, including masonry, conduit and sewer connections, gaskets, inlet structure, grate and other fittings; for excavating, backfilling, and for cleaning out and restoring the site.

**46. Construction Staking Pond Layout, Item SPV.0060.07.**

**A Description**

This special provision describes staking the layout for the stormwater ponds. Conform to standard spec 105.6 and 650 and as hereinafter provided.

**B (Vacant)**

**C Construction**

Conform to standard spec 650.3.13 to stake the alignment of the pond.

**D Measurement**

The department will measure Construction Staking Pond Layout as each individual pond location, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Construction Staking Pond Layout	Each

Payment is full compensation for staking and maintaining reference layout for the pond.

**47. Utility Line Opening, Item SPV.0060.08.**

**A Description**

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

**B (Vacant)**

**C Construction**

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

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

Give the engineer a minimum of three working days once utility line opening information is received to review all relevant design information prior to proposed utility construction. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases,

a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

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

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Utility Line Opening	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; restoring the site; and for cleanup.

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

**48. Outlet Structure 5, Item SPV.0060.09.**

**A Description**

Furnish and install an outlet structure according to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided. Furnish and install a trash rack on the outlet control structure and according to the pertinent provisions of standard spec 506 and 513, as shown on the plans and as hereinafter provided. Provide orifice holes and PVC pipe and fittings as shown on the plan. Provide concrete to fill the bottom of the structure as shown on the plans.

**B Materials**

Furnish manhole materials according to standard spec 611.

Furnish concrete according to applicable provisions of standard spec 501.

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel galvanizing according to ASTM A123 and ASTM 1153 as applicable.

Trash rack shall be fabricated from structural steel shapes, flat bar and plates, and shall be galvanized after fabrication. Shop drawings for the trash rack shall be submitted to the engineer for approval prior to fabricating the trash rack.

Furnish bolts, nuts and washers for the installation of the trash rack onto the outlet control structure according to standard spec 513.2.1.

**C Construction**

Construct Outlet Structures according to the applicable provisions standard spec 611.3.

**D Measurement**

The department will measure Outlet Structure 5 as each individual structure, 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.0060.09	Outlet Structure 5	Each

Payment is full compensation for providing and placing all materials, including all masonry, steel and pipe connections, and other fittings; furnishing and installing trash rack; for providing orifice hole, PVC, and fittings; for furnishing, placing, protecting and curing concrete to fill the structure bottom; for furnishing all excavating, backfilling, disposing of surplus material, and cleaning out of structure.

## 49. Storm Tee Manhole 4-Special, Item SPV.0060.10.

### A Description

This special provision describes providing Storm Tee Manhole 4-ft Special.

### B Materials

Furnish materials conforming to Section 611.2 of the Standard Specifications and as shown on the plans. Provide drawings stamped by a licensed structural engineer to the engineer for acceptance before ordering materials

### C Construction

Install all components of Storm Tee Manhole 4-Special according to Section 611.3 of the Standard Specifications.

### D Measurement

The department will measure Storm Tee Manhole 4-Special by each individual unit acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Storm Tee Manhole 4-Special	EACH

Payment is full compensation for providing materials, including masonry, conduit and sewer connections, steps, and other fittings; for excavating, backfilling, and for cleaning out and restoring the site; for covers, including frames, grates, and lids.

## 50. Abandon 42-Inch CMP and Fill with Grout, Item SPV.0060.11.

### A Description

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

### B Materials

#### B.1 Sealing

Thoroughly clean the ends of the culvert pipe and seal them with brick, concrete block, or any grade of concrete specified under standard spec 501.3.1.

#### B.2 Grouting

Provide grouting material consisting of 3.5 per cent by volume Portland cement Type I or II, 10.5 per cent by volume Flay Ash, 86 percent by volume sand and water to achieve required fluidity. Provide sand meeting the requirements of fine aggregates in standard spec 501.2.7.2. Provide water meeting the requirements of standard spec 501.2.6.

### C Construction

### C.1 Cutting

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

### C.2 Sealing

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

### C.2 Grouting

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

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

### D Measurement

The department will measure Abandon 42" CMP and Fill with Grout by each individual unit acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Abandon 42" CMP and Fill with Grout	EACH

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

## 51. 4-ft Sanitary Manhole, Frame & Cover, Item SPV.0060.12.

### A Description

This special provision describes providing and installing sanitary manholes, frames, and covers as one complete unit.

### B Materials

Furnish all materials necessary to complete the work according to section *Sanitary Sewer, General* of these specifications.

### C Construction

Unless otherwise shown on the Drawings or as directed by the engineer, construct sanitary manholes, frames, and covers according to section *Sanitary Sewer, General* of these specifications. Set frames and covers in paved areas so that the top of the cover will be flush with the finished pavement.

### D Measurement

The department will measure Sanitary Manholes 4-ft, Frame & Cover by each individual unit acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	4-ft Sanitary Manhole, Frame & Cover	EACH

Payment is full compensation for furnishing and installing, including masonry, conduit and sewer connections, and other fittings; for chimney seals and joint protection; for excavating, backfilling; for frames and covers; and for cleaning out and restoring the site.

**52. Connection to Existing Sanitary Manhole, Item SPV.0060.13.**

**A Description**

This special provision describes providing new sanitary sewer pipe connections to existing sanitary sewer manholes.

**B Materials**

Furnish all materials necessary to complete the work according to section *Sanitary Sewer, General* of these specifications.

**C Construction**

Construct new connections to existing sanitary manholes according to section *Sanitary Sewer, General* of these specifications.

**D Measurement**

The department will measure Connection to Existing Sanitary Manhole by each individual unit acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Connection to Existing Sanitary Manhole	EACH

Payment is full compensation for providing all labor, materials, and equipment required to complete the work.

**53. Reconstruct Sanitary Manhole, Item SPV.0060.14.**

**A Description**

This special provision describes providing the reconstruction of manholes to final grade elevation according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided. Whenever the raising or lowering of the manhole causes the distance between the top of cone and casting to exceed 24 inches or the top of cone must be removed more than 8 inches, it shall be reconstructed. Installation or removal of barrel sections, masonry adjusting rings and mortar shall be added or removed as needed, such that the chimney section (top of cone section to finish grade), does not exceed 24 inches. Work includes excavation and backfilling.

**B Materials**

**B.1 Manhole**

Manhole barrel and cone sections shall be constructed of precast reinforced concrete sections. Precast manholes and tops shall conform to ASTM Specifications, C478, latest revision.

**B.2 Adjusting Rings**

Adjustment rings shall be concrete with steel reinforcement in conformance with ASTM C-478. Precast concrete rings shall have an inside diameter to match the manhole opening, be not less than 2 inches nor more than 6 inches high, and have a wall thickness of 6 inches unless otherwise specified. The rings shall contain a minimum of one No. 2 reinforcing rod centered within the ring. Do not use any cracked or broken rings. The minimum number of adjusting rings shall be one 2-inch ring. The maximum height of adjusting rings shall be 8 inches in paved areas. The maximum number of adjusting rings to be used in unpaved areas shall be nine 2" rings or a total of 18". All joints between the adjusting rings shall be filled with grout or mortar, including between the cone and the adjusting ring and the adjusting ring and the frame. Where necessary, rings shall be grooved to receive a step.

**B.3 Manhole Seal, Frame and Lid**

For each existing sanitary and water manhole inside the project limits, the contractor must remove the old frame and lid and exchange them for a new frame and lid, provided by the Kenosha Water Utility. The contractor must deliver the old materials to the Kenosha Water Utility Storage yard at 4401 Green Bay Road. The Kenosha Water Utility will exchange frames and lids at an even 1-for-1 rate, as well as provide a new internal external seal free of charge. Please contact Kenosha Water Utility Engineering Department

at (262) 653-4315 to arrange exchange of materials. If for some reason the contractor fails to provide an even exchange of existing frames and lids, Kenosha Water Utility will charge the contractor its current year rate for the materials, which is to be paid by the contractor in no more than 30 days.

All sanitary manholes shall be installed with a casting with self-sealing lid ground and machined bearing. Cover shall have two concealed pick holes which allow no water to enter the manhole and shall be embossed or engraved with the custom Kenosha Water Utility logo referenced on the Detail Sheet. Manhole frame types shall be Neenah R-1642, EJIW 1048, or approved equal.

Furnish new internal/external chimney seal as manufactured by Adaptor Inc. or approved equal, installed after final grade is established. The chimney seal skirt shall extend from the base of the frame to a minimum 2" below the top of the cone section. Seal materials shall conform to ASTM C-877 or ASTM C-923. Any metal parts shall be made of Type 304 stainless steel. The seal shall meet the material requirements of section 8.42.3 and the performance requirements of section 8.42.4 of the SSSW.

#### **B.4 Mortar**

All Mortar shall meet ASTM270, Type M, and shall consist of three parts of sand, one part of a mixture of 50% Portland Concrete Cement, Type 1A, and 50% Masonry Cement.

#### **B.5 Joints**

Joints for precast manholes shall meet the requirements of ASTM C-443, latest revision, except that sealant shall be butyl rubber gasket or butyl rubber rope. Flexible butyl rubber gaskets or rope shall comply with the physical requirements for Type "B" gaskets in AASHTO Designation M-198, or Federal Specification SSS-00210-A, sealing compound, preformed plastic for expansion joints and pipe joints.

All sanitary manholes shall have an exterior joint sealer applied to each joint, meeting the requirements of ASTM C-877. Acceptable manufacturer shall be MacWrap External Collar by Mar Mac Construction Products Co. Inc. or EZ-wrap by Press Seal Gasket Corporation. The sealer installation shall be approved by the City Utility Inspector after application and prior to backfilling.

If a manhole is leaking prior to final acceptance by the Utility, manholes shall have all internal barrel joints grouted and an epoxy coating may be required. No cementitious lining will be allowed.

#### **B.6 Steps**

All manholes shall be provided with steps equally spaced vertically on center installed by the manufacturer as shown on the standard detail sheet. Steps shall be embedded into the riser or conical top section of the wall a minimum of 3 inches. Manhole steps shall meet the requirements of section 8.40.1 of the SSSW.

### **C Construction**

The approximate locations and elevations of existing sanitary manholes to be adjusted are indicated on the plans. Adjust these items as necessary to proper placement according to the plans and construction details. Engineer must approve prior to beginning work, any method of adjustment of sanitary manhole other than that indicated on the plans or construction details.

The contractor shall build up or remove manholes so that the frames and cover when placed will be at the established required grade; shall remove existing frame and cover and install new frame and cover with internal external seal. If the cone section becomes cracked, damaged, or structurally insufficient as a part of the adjustment, all labor and materials for a new cone section shall be provided and installed following the specifications for a manhole reconstruct at no cost to the City Utility or County. Once final grade has been established, contractor shall mortar all adjusting rings between the frame and cone section including the joints at the interfaces.

For any locations where manhole plating is to occur during construction in order to establish a manhole adjustment, the contractor must contact Kenosha Water Utility Field Inspector to verify field locations prior to the plating. If at any point, a manhole becomes buried, or if flow becomes obstructed inside a manhole, the contractor must clear the obstruction at the timeline established by the City Utility Inspector.

The contractor shall see that all manholes are installed and adjusted flush with the adjacent final pavement surface within a three-eighth (3/8") inch tolerance. Prior to payment for each manhole, the City Utility will measure the height of each manhole cover against as-built surface and for any part of the manhole that exceeds the three-eighth (3/8") inch tolerance, In addition, the contractor shall be responsible for adjusting the manhole until it meets the three-eighth (3/8") tolerance at no cost to the City Utility or County.

### **D Measurement**

The department will measure Reconstruct Sanitary Manhole by each individual unit acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Reconstruct Sanitary Manhole	EACH

Payment is full compensation for providing and installing all required materials including barrel and cone sections, adjusting rings, frames, lids, internal/external chimney seals, joints, steps, elastomeric waterproofing sealer, masonry and fittings; for excavating, backfilling, and compacting; for furnishing and placing granular backfill; for disposing of surplus materials; and for cleaning out and restoring the structure.

## **54. Adjust Sanitary Manhole, Item SPV.0060.15.**

### **A Description**

This special provision describes providing the adjustment of sanitary manholes to final grade elevation according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided. Concrete adjusting rings and mortar shall be added or removed as needed, such that the chimney section (top of cone section to finish grade), does not exceed 24 inches. If it will exceed 24 inches or if the manhole cone is to be lowered more than 8 inches, this item shall be paid for as Reconstruct Sanitary Manhole. A new manhole frame, lid, and internal/external chimney seal shall be provided and installed as a part of this work.

### **B Materials**

#### **B.1 Adjusting Rings**

Adjustment rings shall be concrete with steel reinforcement in conformance with ASTM C-478. Precast concrete rings shall have an inside diameter to match the manhole opening, be not less than 2 inches nor more than 6 inches high, and have a wall thickness of 6 inches unless otherwise specified. The rings shall contain a minimum of one No. 2 reinforcing rod centered within the ring. Do not use any cracked or broken rings. The minimum number of adjusting rings shall be one 2-inch ring. The maximum height of adjusting rings shall be 8 inches in paved areas. The maximum number of adjusting rings to be used in unpaved areas shall be nine 2" rings or a total of 18". All joints between the adjusting rings shall be filled with grout or mortar, including between the cone and the adjusting ring and the adjusting ring and the frame. Where necessary, rings shall be grooved to receive a step.

#### **B.2 Manhole Seal, Frame and Lid**

For each existing sanitary manhole inside the project limits, the contractor must remove the old frame and lid and exchange them for a new frame and lid, provided by the Kenosha Water Utility. The contractor must deliver the old materials to the Kenosha Water Utility Storage yard at 4401 Green Bay Road. The Kenosha Water Utility will exchange frames and lids at an even 1-for-1 rate, as well as provide a new internal external seal free of charge. Please contact Kenosha Water Utility Engineering Department at (262) 653-4315 to arrange exchange of materials. If for some reason the contractor fails to provide an even exchange of existing frames and lids, Kenosha Water Utility will charge the contractor its current year rate for the materials, which is to be paid by the contractor in no more than 30 days.

All sanitary manholes shall be installed with a casting with self-sealing lid ground and machined bearing. Cover shall have two concealed pick holes which allow no water to enter the manhole and shall be embossed or engraved with the custom Kenosha Water Utility logo referenced on the Detail Sheet. Manhole frame types shall be Neenah R-1642, EJIW 1048, or approved equal.

Furnish new internal/external chimney seal as manufactured by Adaptor Inc. or approved equal, installed after final grade is established. The chimney seal skirt shall extend from the base of the frame to a minimum 2" below the top of the cone section. Seal materials shall conform to ASTM C-877 or ASTM C-923. Any metal parts shall be made of Type 304 stainless steel. The seal shall meet the material requirements of section 8.42.3 and the performance requirements of section 8.42.4 of the SSSW.

#### **B.3 Mortar**

All Mortar shall meet ASTM270, Type M, and shall consist of three parts of sand, one part of a mixture of 50% Portland Concrete Cement, Type 1A, and 50% Masonry Cement.



## C Construction

The approximate locations and elevations of existing sanitary manholes to be adjusted are indicated on the plans. Adjust these items as necessary to proper placement according to the plans and construction details. Engineer must approve prior to beginning work, any method of adjustment of sanitary manhole other than that indicated on the plans or construction details.

The contractor shall build up or remove manholes so that the frames and cover when placed will be at the established required grade; shall remove existing frame and cover and install new frame and cover with internal external seal. If the cone section becomes cracked, damaged, or structurally insufficient as a part of the adjustment, all labor and materials for a new cone section shall be provided and installed following the specifications for a manhole reconstruct at no cost to the City Utility or County. Once final grade has been established, contractor shall mortar all adjusting rings between the frame and cone section including the joints at the interfaces.

For any locations where manhole plating is to occur during construction in order to establish a manhole adjustment, the contractor must contact Kenosha Water Utility Field Inspector to verify field locations prior to the plating. If at any point, a manhole becomes buried, or if flow becomes obstructed inside a manhole, the contractor must clear the obstruction at the timeline established by the City Utility Inspector.

The contractor shall see that all manholes are installed and adjusted flush with the adjacent final pavement surface within a three-eighth (3/8") inch tolerance. Prior to payment for each manhole, the City Utility will measure the height of each manhole cover against as-built surface and for any part of the manhole that exceeds the three-eighth (3/8") inch tolerance, In addition, the contractor shall be responsible for adjusting the manhole until it meets the three-eighth (3/8") tolerance at no cost to the City Utility or County.

## D Measurement

The department will measure Adjust Sanitary Manhole by each individual unit acceptably completed.

Upon completion of the work, the City Utility will inspect all sanitary sewer facilities to ensure the manholes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments, and if repair or adjustments are made by the City Utility, the cost will be charged to the contractor.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Adjust Sanitary Manhole	EACH

Payment is full compensation for providing and installing all required materials including adjusting rings, manhole cone, internal/external chimney seals, and masonry and mortar; for providing and installing new including frames and lids; for excavating, backfilling, and compacting; for furnishing and placing backfill; for disposing of surplus materials; and for cleaning out and restoring the structure.

## 55. Adjust Water Valve Box, Item SPV.0060.16.

### A Description

This special provision describes the adjustment of water valve box to an elevation as determined by the engineer and according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided.

### B Materials

Furnish valve box, valve box adjusting rings, barrel extension, valve box adapter, valve box frame and lid, as necessary. Valve box adjustment ring sections shall be of similar manufacture to existing valve box to ensure compatibility of parts.

#### B.1 Valve Box

Valve boxes shall be poly iron shaft screw type of adequate length to extend from the valve to the finished grade. Valve box covers shall be cast iron and clearly marked "Water". Refer to the detail sheet. Valve box extensions shall be used as required when raising the top of the box to finished grade.

## B.1 Valve Box Adapters

Valve box adapters must be used on any valve boxes where the adjustment exposes the valve in order to perform the adjustment. The valve box shall be installed according to manufacturer's instructions to prevent settling or shifting.

## C Construction

The approximate location of water valves is indicated on the plans. The contractor will be required to conduct an inspection of all water valve boxes prior to construction and a detailed log with photos shall be provided to the Kenosha Water Utility Engineering Department. This inspection shall be done with Kenosha Water Utility. All damaged water valves as well as debris inside shall be documented in order to determine who is responsible for work and cost. If the pre-work inspection is not done, any valve box repair work required will be the responsibility of the contractor. An inspection by the contractor and the Kenosha Water Utility shall be made after a street is completed. Any valve box found damaged or paved over during final inspection shall be raised and/or repaired by the contractor at the contractor's cost. Kenosha Water Utility will provide parts for valve boxes identified prior to commencement of construction.

The contractor shall take special care so that all water valve boxes are visible and operational during all phases of construction, in order to prevent damage from trucks. Any water boxes that are damaged or filled with debris due to construction activities that were not previously logged shall be repaired and/or cleaned at the contractor's expense. The contractor shall install rings as needed to adjust the valve cover to the finished pavement elevation. The adjustment with rings shall be considered incidental and included in the cost for Adjusting Water Valves.

Kenosha Water Utility Department shall provide a valve box for every valve which has no gearing or operating mechanism or in which the gearing or operating mechanism is fully protected with a cast iron grease case. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut of the valve with the box cover flush with the surface of the finished grade or such other level. The valve box shall extend from the valve to the finished grade. Any valve box that becomes shifted or filled with debris shall be entirely uncovered and reset.

Adjustments to water valves shall be accomplished using valve box riser rings, valve box extension sections, or turning the valve box sleeve up or down. Riser rings come in multiple sizes and shall be made of iron or steel. Add valve box adjustment sections to existing valve box. Contractor may alternatively move the existing adjustable water valve box sleeve up or down as necessary by lifting or turning the valve box top as the case may be according to the valve box mechanical design.

Do the work carefully so as not to damage the valve or the valve box, or detrimentally affect the valve box alignment. Realign the valve box if disturbed during any construction operations so it is centered over the operating unit. If the valve box is not adequate in length to provide proper adjustment, provide the proper length valve box adjustment section, and install and adjust the new section. Obtain approval from the engineer and inspector prior to beginning work for any method of adjustment of water valves other than that indicated on the plans or standard detail drawings.

Water boxes shall be adjusted to be flush with the new pavement grade. Regarding all water valves that are located in the mainline pavement, after the water valves have been raised and set to final grade, a ten (10') foot straightedge will be placed over the centerline of each valve parallel to the direction of traffic. A measurement will be made at each side of the valve and the two measurements will be averaged. If the average is less than five-eighths (5/8") inches but greater than three-eighths (3/8") inches, the water valve shall be allowed to remain in place but will be paid for at one-half (1/2) the unit bid price for the adjustment. If the average is greater than five-eighths (5/8") inches, the water valve shall be readjusted at no additional cost to the City Utility or County.

## D Measurement

The department will measure Adjust Water Valve Box by each individual unit acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Adjust Water Valve Box	EACH

Payment is full compensation for providing and installing all required materials including barrel extension sections, fittings, and polyethylene encasement; for excavating, backfilling, and compacting; and for disposing of surplus materials.

**56. Adjust Fire Hydrant, Item SPV.0060.17.**

**A Description**

This special provision describes providing a fire hydrant adjustment.

**B Materials**

Furnish fire hydrant barrel extension, fittings, polyethylene encasement. Hydrant barrel extension sections shall be of similar manufacture to existing hydrant to ensure compatibility of parts.

**B.1 Polyethylene Encasement**

All ductile iron pipe and fittings, tees, crosses, valves, hydrants, etc., shall be polyethylene encased per AWWA C-105/ANSI A 21.5 specifications. The polyethylene shall be of the material, color, and size as listed in the AWWA standard. The method of polyethylene encasement shall be by the use of the polyethylene tube meeting Method "A" as detailed in the AWWA C-105 specifications. Connecting pipe and service lines shall be wrapped with polyethylene for a distance of 3 feet away from the ductile iron pipe. The encasement shall be free of defects such as holes, tears, blisters, or thinning out at folds. The polyethylene film supplied shall be clearly marked at a minimum of every 2 feet along its length, containing information according to AWWA C-105. The polyethylene encasement shall be secured with a thermoplastic tape with a pressure sensitive adhesive face capable of bonding to metal, bituminous coating and polyethylene.

**C Construction**

Adjust the barrel length of the hydrant by adding a barrel section or shortening the hydrant barrel. Nozzles shall be 21 inches ± 3 inches above finished ground elevation. For any locations where the nozzle sections cannot be set within this range, approval is needed from the engineer and City Utility Inspector.

The hydrant shall be set at a distance of 3 feet from the back of curb and 7' from the perpendicular property line if near an intersection, unless specified otherwise in the plans. All hydrants shall stand vertically plumb and shall have their pumper nozzles parallel with the curb line. Refer to the detail sheet.

**D Measurement**

The department will measure Adjust Fire Hydrant by each individual unit acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Adjust Fire Hydrant	EACH

Payment is full compensation for furnishing and installing all required materials including barrel extension sections, fittings, and polyethylene encasement; for excavating, backfilling, and compacting; and for disposing of surplus materials.

**57. Field Facilities Office Space, Item SPV.0060.18.**

**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 hereinafter provided.

**B Materials**

Provide Field Facilities Office Space conforming to standard spec 642.2.1 except revise by deleting 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 15 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 Field Facilities Office Space as each field office, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	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.

**58. Remove and Reinstall Mailboxes, Item SPV.0060.19.**

**A Description**

This special provision describes removing and re-installing existing mailboxes and posts at the direction of the engineer.

**B (Vacant)**

**C Construction**

Maintain access to the existing mailboxes for postal deliveries and residential pick up where possible.

Where geometric changes to the roadway require that the mailboxes be relocated, document conditions of the existing mailbox, post and newspaper box (if applicable). Carefully remove each affected mailbox and post. Store each mailbox and post in a safe, temporary location during construction.

At the end of the stage, re-install the mailboxes as close as possible to the original location or a location determined by the engineer. Re-install mailboxes in compliance with regulations of the U. S. Postal Service.

The mailboxes shall be constructed per USPS guidelines:

- a. The bottom of the mailbox shall be 45" to 48" from the road surface.
- b. Place the mailbox.
  - i. 6" to 8" from the back of the curb or
  - ii. 24" from the paved road edge where a gravel shoulder exists.
- c. Label the house address (road and numbers) on the mailbox.
- d. Bury the post 12"-24" deep.

Replace the original post, mailbox, and/or newspaper box (if applicable) with a similar item if any construction-related damage occurs, at no expense to the department.

**D Measurement**

The department will measure Remove and Reinstall Mailboxes by each location, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	Remove and Reinstall Mailboxes	EACH

Payment is full compensation for removing and temporarily storing the mailbox and for installing the mailbox in the new location.

**59. Infrared Emergency Vehicle Preemption System County K & County H, Item SPV.0060.20.**

**A Description**

This work shall consist of 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 discriminator Model 764, Model 711 detectors, Model 138 detector cable, confirmation light assembly, and confirmation light cable (Cable Type UF 2-14AWG). This equipment shall be furnished and installed by the contractor. The discriminator shall be mounted in a card rack.

**C Construction**

Detectors shall be mounted on the signal poles or pole extensions as shown on the plans. In the event, at installation, a noticeable obstruction is present in line with the detector, the contractor shall be obligated to advise the engineer before installation. The traffic signal poles shall be drilled and tapped to accommodate the mounting of the detector units as shown in the Plans. The installation method shall be approved by the engineer. Unless otherwise directed by the engineer, the detector shield tube shall be installed with the drain hole at the bottom.

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

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

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

**D Measurement**

The department will measure this item as a single unit of work in place and acceptably completed.

**E Basis of Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.20	Infrared Emergency Vehicle Preemption System County K & County H	EACH

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

**60. Temporary Mailbox Station, Item SPV.0060.21.**

**A Description**

This special provision describes furnishing and installing temporary mailboxes at two locations, one near the west end of the project and one near the east end, as directed by the engineer.

**B Materials**

Furnish U.S. Postal Service-approved mailboxes mounted on temporary supports that are at the correct dimensions for vehicle delivery. The mailbox clusters must be movable.

Where the mailbox location is accompanied by a newspaper receptacle, provide a similar temporary receptacle at the corresponding location.

**C Construction**

Prior to each stage of construction, the engineer will determine which mailboxes will be temporarily relocated due to construction activities. Prepare a temporary support in a single location (per stage) as directed by the engineer for mounting of the temporary mailboxes.

Construct the temporary support to resist wind loads and remain accessible throughout the duration of the project.

Construct the mailboxes per USPS guidelines:

- a. The bottom of the mailbox shall be 45" to 48" from the road surface.
- b. Place the mailbox:
  - a. 6" to 8" from the back of curb or
  - b. 24" from the paved road edge where a gravel shoulder exists
- c. Label the house address (road and numbers) on the mailbox.

**D Measurement**

The department will measure Temporary Mailbox Station by each location acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Temporary Mailbox Station	EACH

Payment is full compensation for furnishing and installing the temporary mailboxes at each staged location; for furnishing and installing all devices and materials necessary to erect the temporary mailbox station; and for removal and disposal of the temporary mailboxes.

**61. Moving Private Sign, Item SPV.0060.22.**

**A Description**

This special provision describes moving existing private signs as shown on the plan.

**B Materials**

Furnish any materials necessary to move the sign and any materials necessary to repair damage caused by contractor operations.

**C Construction**

Remove, salvage, and reinstall the sign as shown on the plans. Reinstall the sign in the same manner as the existing sign.

**D Measurement**

The department will measure Moving Private Sign by each sign acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	Moving Private Sign	EACH

Payment is full compensation for removing, salvaging, and reinstalling the sign; and for all incidentals necessary to complete the work.

## 62. Manhole Covers Special, Item SPV.0060.23.

### A Description

This special provision describes providing and installing Manhole Covers Special.

### B Materials

Furnish materials in accordance with Section 611.5.4 of the Standard Specifications and as show on the plans. Provide seven (7") inch casting for asphalt streets. Castings shall be Neenah R1642-2010 (7") Frame & Type G grate with an open pick hole or an East Jordan Iron Works 1045 (7") Frame & Type M1 Grate with open pick hole as shown on the Kenosha Standard Detail for storm sewer.

### C Construction

Perform all work according to Section 611.3 of the Standard Specifications.

The old casting will become the property of the City of Kenosha and the unit price for the new casting shall include the delivery of the castings to the Street Division yard located at 6415 35<sup>th</sup> Avenue. The Contractor shall contact the Street Division at (262) 653-4070 at least 24 hours prior to taking the removed frames and covers to the Street Division Yard.

### D Measurement

The department will measure Manhole Covers Special by each, acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Manhole Covers Special	EACH

Payment is full compensation for providing and installing manhole covers, including casting and cover, metal plates, excavation, base aggregate, adjusting, mortar, adhesive/sealant, manhole riser rings, adjustment rings, and all other costs associated with such work.

## 63. Temporary Water Diversion, Item SPV.0060.24.

### A Description

This special provision describes maintaining South Branch Pike River stream flow as needed during the switch from the existing channel to the proposed channel and culvert according to pertinent parts of the Standard Specifications and as required by regulatory permits and DNR approval.

### B Materials

Furnish sheet piling, temporary culvert pipes, GM barrier with plastic liner or turbidity barrier and sand bags, or any other material subject to DOT/DNR approval prior to use in order to temporarily divert stream flow. Furnish Base Aggregate Dense that is according to the pertinent requirements of standard spec 304. Furnish Asphaltic Surface Temporary that is according to the pertinent requirements of standard Spec 465.

### C Construction

Perform all work according to the Standard Specifications. Maintain stream flow during stream relocation work and culvert pipe removal, installation, and replacement by utilizing sheet piling, cofferdams, bypass pumping, or other means necessary as determined by contractor means and methods and as approved by the engineer and DNR.

If bypass pumping is utilized, Protect the suction end of hoses or pipe from mud and silt to ensure clean-water bypass pumping. Protect the suction end of hose or pipe from fish and other aquatic species.

Water pumped from the excavation / work area shall be routed through a filter bag as detailed in the plans to prevent undesirable downstream siltation. Protect overland drainage surfaces downstream of the filter bag from erosion.

If overnight operations are required for culvert pipe replacement, the excavation area may be flooded and pumping operations suspended for no more than 12 hours. All water pumped from the excavation area will be required to be routed through the filter bag.

Monitor and replace filter bags that become ineffective or fill with sediment.

For temporary channels, the channel shall be lined with plastic or other non-erodible material and weighted down with clean stone. The temporary channel must be capable of carrying all stream flows during the construction period and must maintain a suitable depth and velocity to allow the passage of migrating fish and aquatic species. Fish that become stranded in dewatered areas or temporary channels shall be captured and returned to the active channel immediately.

Provide a schedule and details of how the diversion will be completed in the Erosion Control Implementation Plan for review by Wisconsin DNR and the department. Place Base Aggregate Dense above any temporary pipe trench across the travel lanes according to standard spec 304. Place Asphaltic Surface Temporary above any temporary pipe trench across the travel lanes according to standard spec 465.

#### **D Measurement**

The department will measure Temporary Water Diversion by each acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Temporary Water Diversion	EACH

Payment is full compensation for providing and installing temporary pipes; providing and installing materials to divert flow to the temporary pipe; providing, installing, and removing sheet piling, if required, to divert water; maintaining and removing all materials used in the diversions and excavation, if required, to divert water to the new pipes; and for placing, removing, and disposal of Base Aggregate Dense, and Temporary Asphaltic Surface; sand bags, pumping, filter bags, sheet piling, polyethylene sheeting, geotextile fabric, erosion bales, and all equipment and materials necessary to maintain flow and managed excavation area water.

### **64. Section Corner Monuments, Item SPV.0060.25.**

#### **A Description**

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

#### **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 to coordinate with SEWRPC and the WisDOT project manager 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.

Contractor must excavate and completely remove the existing monument. Contractor is responsible for providing a backfilled 3 to 4 foot deep hole where existing monument was removed. Contractor is responsible to coordinate the materials and methodology to complete the construction of the surface surrounding the monument. This may include but is not limited to a 2' x 2' "box out" or 24" 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 SEWPRC.

**Contact Information:**

Attn: ~~John Washburn~~ Rob Merry  
Southeastern Wisconsin Regional Planning Commission  
W239 N1812 Rockwood Drive  
P.O. Box 1607  
Waukesha, WI 53187-1607  
Phone (262) 547-6721  
Cell (262) 953-4295  
Fax (262) 547-1103  
E-mail: [rmerry@sewrpc.org](mailto:rmerry@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.0060.25	Section Corner Monuments	Each

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

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- 65. Poles Round Steel 8-ft, Item SPV.0060.26;  
Poles Round Steel 10-ft, Item SPV.0060.27;  
Poles Round Steel 12-ft, Item SPV.0060.28;  
Poles Round Steel 14-ft, Item SPV.0060.29.**

**A Description**

This special provision describes providing and installing round steel signs posts, v-locs, and z-brackets as shown on the plans.

**B Materials**

Furnish galvanized steel poles, V-locs, and Z-Brackets as directed and approved by the engineer. The steel pole shall be TAPCO's 2-3/8" OD, 16-gauge, 12-foot galvanized steel poles (TAPCO SKU: 054-00037) or an approved equal. The V-Loc shall be Tapco's V-Loc, 23-VR3, for a 2-3/8" round post with wedge for soil installation, 30" Length (TAPCO SKU: 034-00014) or an approved equal. The Z-Bracket shall be TAPCO's Z-Bracket, single sided 2-3/8" round pole brackets Z-238 Bracket, Pair (TAPCO SKU: 037-00005) or an approved equal.

**C Construction**

Construct Round Steel Poles according to the manufacturer requirements and in conformance with Section 634 of the Standard Specifications.

**D Measurement**

The department will measure Round Steel Poles (length) by each unit acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.26	Round Steel Poles 8-FT	EACH
SPV.0060.27	Round Steel Poles 10-FT	EACH
SPV.0060.28	Round Steel Poles 12-FT	EACH
SPV.0060.29	Round Steel Poles 14-FT	EACH

Payment is full compensation for providing and installing galvanized steel poles, V-Locs, Z-Brackets, and all materials necessary to complete the work.

## 66. Boring and Jacking Storm Sewer Pipe Smooth Steel 48-Inch, Item SPV.0090.01.

### A Description

This special provision describes providing boring and jacking storm sewer pipe smooth steel (48-inch) as shown on the plans in conformance with CPR requirements, and as herein provided. Jack and bore the pipe under the Canadian Pacific Railroad (CPR) as shown on the plans and as directed by the engineer.

### B Materials

Furnish smooth steel pipe 48-inch conforming to ASTM A-53-B with minimum yield strength of 35,000 psi, minimum thickness of 5/8-inches, and according to CPR standards. Provide pipe with a bituminous outside coating and a minimum wall thickness for E-80 loading as approved with the CPR permit. Provide cathodic protection for the pipe or a thicker pipe in conformance with Canadian Pacific Utility.

### C Construction

A permit application has been submitted to CPR, through the online permitting portal found at <https://railpermitting.com>, for the installation of the 48-inch smooth steel pipe under the CPR tracks. The initial permit application included only general information and requires additional information on the specific means and methods intended for the installation of the pipe before CPR will issue final permit approval. Provide supplemental supporting information to the engineer for submittal to CPR including, but not limited to the following:

1. Construction work plan detailing means and methods, proximity, and duration of installation
2. Boring pit diagrams
3. Machine data
4. Material certificate for smooth steel pipe
5. Shoring information, if required
6. Certificate of Insurance information

For questions regarding pipeline crossing permit requirements, contact Otis Goodman (CPR) at [Otis\\_goodman@cpr.ca](mailto:Otis_goodman@cpr.ca) or (630) 860-4117. For questions regarding what information was included in the initial permit submittal or to check current permit status, contact Caleb Manske (raSmith) at 262-317-3332 or [caleb.manske@rasmith.com](mailto:caleb.manske@rasmith.com).

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

Install the pipe in accordance with American Railway Engineering and Maintenance-of-way Association (AREMA) Manual for Railway Engineering Chapter 1 Part 5 section 5.3, latest edition. Bore and jack the pipe in place without disturbing the CPR above the pipe or rail operations on the CPR. Conform to CPR flagging and shoring requirements.

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

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

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

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

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

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

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

**D Measurement**

The department will measure Boring and Jacking Storm Sewer Pipe Smooth Steel 48-Inch by the linear foot acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Boring and Jacking Storm Sewer Pipe Smooth Steel 48-Inch	LF

Payment is full compensation for providing smooth steel pipe, for boring and jacking the smooth steel pipe, for providing boring and jacking equipment, excavation, sheeting, shoring, bracing, drainage, dewatering, concrete, grouting, safety devices, backfilling, disposing of excess materials; and for submitting any and all supplemental information necessary to obtain the permit from the CPR.

**67. Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 58x91-Inch, Item SPV.0090.02.**

**A Description**

This special provision describes providing reinforced concrete culvert pipe.

**B Materials**

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

**C Construction**

Furnish a structural design stamped by a professional engineer licensed in the state of Wisconsin to the engineer for approval prior to ordering RCCP HE Class HE-IV 58x91-Inch. Construct according to standard spec 608.

**D Measurement**

The department will measure Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 58x91-Inch by the linear foot acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 58x91-Inch	LF

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

**68. Coconut Fiber Rolls, Item SPV.0090.03.**

**A Description**

This special provision describes providing Coconut Fiber Rolls at the locations shown on the plans, or as directed by the engineer.

**B Materials**

Obtain approval from the engineer prior to ordering coconut fiber rolls. Furnish coconut fiber rolls and all materials necessary to complete the work as shown on the plans.

**C Construction**

Deliver and install coconut fiber rolls according to the plan details. Securely anchor coconut fiber rolls by burying the bottom one-third of the roll and fastening them to the stakes.

**D Measurement**

The department will measure Coconut Fiber Rolls by the linear foot acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Coconut Fiber Rolls	LF

Payment is full compensation for furnishing and installing, transporting, placing, and anchoring the coconut fiber rolls; and for supplying and installing fastening materials.

**69. Heavy Duty Silt Fence, Item SPV.0090.04.**

**A Description**

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

**B Materials**

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

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

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

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Heavy Duty Silt Fence	LF

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

**70. 12-Inch PVC SDR-26 Sanitary Sewer, Item SPV.0090.05.**

**A Description**

This special provision describes providing and installing sanitary sewer pipe according to section *Sanitary Sewer, General* of these special provisions.

**B Materials**

Furnish all materials necessary to complete the work according to section *Sanitary Sewer, General* of these specifications.

**C Construction**

Unless otherwise shown on the Drawings or as directed by the engineer, construct sanitary sewer pipe according to section *Sanitary Sewer, General* of these specifications.

**D Measurement**

The department will measure 12-Inch PVC SDR-26 Sanitary Sewer by the linear foot acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	12-Inch PVC SDR-26 Sanitary Sewer	LF

Payment is full compensation for providing and installing sanitary sewer pipe and all incidentals necessary to complete the work.

**71. Concrete Lined Ditch, Item SPV.0165.01.**

**A Description**

This special provision describes providing and installing concrete lined ditch as shown on the plans.

**B Materials**

Furnish concrete materials in conformance with Section 602.2 of the Standard Specifications. Furnish bar steel or welded steel wire fabric materials in conformance with Section 505 of the Standard Specifications.

**C Construction**

Construct Concrete Lined Ditch to the grades, slopes, and dimensions shown on the plans and in conformance with Section 602.3 of the Standard Specifications.

**D Measurement**

The department will measure Concrete Lined Ditch by the square foot acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Concrete Lined Ditch	SF

Payment is full compensation for providing concrete and reinforcement; for granular subbase or aggregate base; for excavation and backfill, and for restoring the site.

**72. Proof Rolling, Item SPV.0170.01.**

**A Description**

This special provision describes the testing of the stability of the compacted subgrade and base material by rolling with a tri-axle dump truck.

**B Materials**

Fully load a tri-axle dump truck to within 3 tons of the vehicle legal load limit and provide a minimum gross vehicle weight of 30 tons. Uniformly inflate all tires to the pressure recommended by the manufacturer for the applicable wheel load.

**C Construction**

Completely compact and shape the subgrade to approximate grade. Test roll at normal walking speed under the direction of the engineer. Roll the road subgrade and base across the width of the entire roadway. Make multiple passes throughout the length of the test area. Center each pass on a proposed lane. If yielding subgrade is determined, cease excavation, grading, and backfilling operations until a solution to remedy the subgrade is determined at the direction of the engineer.

**D Measurement**

The department will measure Proof Rolling by the station along the roadway centerline or reference line, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0170.01	Proof Rolling	STA

Payment is full compensation for performing the proof rolling and for retesting as determined by the engineer.

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**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)  
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)  
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

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The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

*TrANS* is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

### ***I. BASIC CONCEPTS***

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 12 (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 4 (*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](mailto:DBE_Alert@dot.wi.gov). Email naming convention: "Project #, Proposal #, Let date, Business Name, GFE"

### 3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

*Appendix A* of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

**a. Solicitation Guidance for Prime Contractors:**

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.
  - i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
  - ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C):  
<https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
    - a. Contractors must ask DBE firms for a response in their solicitations. *See Sample Contractor Solicitation Letter, Appendix B.* This letter may be included as an attachment to the sub-quote request.
    - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
    - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
  - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
  - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
  - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
    - a. Email to all prospective DBE firms in relevant work areas
    - b. Phone call log to DBE firms who express interest via written response or call
    - c. Fax/letter confirmation
    - d. Signed copy of record of subcontractor outreach effort

**b. Guidance for Evaluating DBE quotes**

- (1) Quote evaluation practices required to evaluate DBE quotes:
  - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:

- i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
  - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
  - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:
    - i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - ii. Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

- c. **Requesting Good Faith Effort Evaluation At the time of bid-** if the DBE goal is not met in full, the prime contractor must 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](mailto:DBE_Alert@dot.wi.gov)

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved 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](mailto:DBE_Alert@dot.wi.gov)

\*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

## 7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCI website at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

See Section 8 for Broker credit.

## 8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 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](mailto:DBE_Alert@dot.wi.gov) + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

*Good Causes to Replace a DBE subcontractor according to the federal DBE program guidelines {49 CFR part 26.53}*

- The listed DBE subcontractor fails or refuses to execute a written contract
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215, and 1,200 or applicable state law
- The prime has determined that the listed DBE subcontractor is not a responsible contractor

- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required
- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract

#### **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](mailto: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](mailto:DBE_Alert@dot.wi.gov)

#### **Special note on trucking**

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting

## 10. Commercially Useful Function

- a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE firm is performing a commercially useful function if the following conditions are met:
  - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

## 11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

## 12. Joint Venture

If a DBE performs as a participant in a joint venture, the Department will only count the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces, for DBE credit.

## 13. Mentor-Protégé

- a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
- c. Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

## 14. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE subcontractor, a prime contractor, and the regular dealer or materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE firm in cases where the DBE subcontractor and materials have been approved for DBE credit. The DBE subcontractor gains the opportunity to establish a direct

contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
  - (1) Request should be made when 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](mailto:Joe@joetheplumber.com)  
 Fax: (000) 123- 4657

**Sample Contractor Solicitation Letter Page 2**  
*This sample is provided as a guide not a requirement*  
 REQUEST FOR QUOTE

**Prime's Name:** \_\_\_\_\_  
**Letting Date:** \_\_\_\_\_  
**Project ID:** \_\_\_\_\_

**Please check all that apply**

- Yes, we will be quoting on the projects and items listed below
- No, we are not interested in quoting on the letting or its items referenced below
- Please take our name off your monthly DBE contact list
- We have questions about quoting this letting. Please have someone contact me at this number

Prime Contractor 's Contact Person:

DBE Contractor Contact Person:



Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

Clearing and Grubbing	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by **time deadline** prior to the letting date.

**We prefer quotes be sent via SBN but **prime's preferred alternatives** are acceptable.**

If there are further questions please direct them to the **prime contractor's contact person** at **phone number.**

## Appendix C

### Small Business Network (SBN) Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for later completion.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE preferred request.
  - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
  - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
  - c. Add attachments to a sub-quote.
  - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime.
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to [www.bidx.com](http://www.bidx.com) and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-458

## APPENDIX D

### Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

**GFE EVALUATION RUBRIC – PHASE 1**

	<b>Active &amp; Aggressive Category</b>	<b>Quality Category</b>	<b>Quantity Category</b>	<b>Scope &amp; Intensity Category</b>	<b>Timing Category</b>	<b>Business Develop't Efforts</b>	<b>Total=</b>
<b>Solicitation Documentation</b>							
<b>Selected Work Items Documentation</b>							
<b>Documentation of Project Information provided to Interested DBEs</b>							
<b>Documentation of Negotiation with Interested DBEs</b>							
<b>Documentation of Sound Reason for Rejecting DBEs</b>							
<b>Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials</b>							
<b>Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support</b>							
<b>Documentation of other GFE activities</b>							
<b>Overall Total=</b>							



## GFE EVALUATION RATING LEGEND – PHASE 1 – 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><b>FOR PRIME CONTRACTORS ONLY:</b> I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.</p>	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<p><b>FOR PARTICIPATING DBE FIRMS ONLY:</b> I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.</p> <p><b>FOR DBE TRUCKING FIRMS ONLY:</b> I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks 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](http://www.wisconsin.gov/DBEcontracting)

**ADDITIONAL SPECIAL PROVISION 4**

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

**Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

**Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

**Additional Special Provision 6****ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the standard specifications:*

**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 <sub>4</sub> ); 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 <sup>[1]</sup> <sup>[4]</sup>	TMS, ACT-TMS, AGGTEC-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11 <sup>[1]</sup>	AGGTEC-I, ACT-AGG
Fine & coarse aggregate gradation	AASHTO T27 <sup>[1]</sup>	
Aggregate moisture content	AASHTO T255 <sup>[1]</sup>	
Fractured faces	ASTM D5821 <sup>[1]</sup>	
Liquid limit	AASHTO T89	
Plasticity index	AASHTO T90 <sup>[3]</sup>	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 <sup>[2]</sup> AASHTO TP118 <sup>[5]</sup>	
Air void system of fresh concrete	AASHTO TP118 <sup>[5]</sup>	
Concrete slump	AASHTO T119 <sup>[2]</sup>	
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 <sup>[2]</sup>	AASHTO T358	
Voids in aggregate	AASHTO T19	Concrete Strength Tester (CST) CST Assistant Certified Technician (ACT-CST)
Profiling	—	PCCTEC-II PROFILER

<sup>[1]</sup> As modified in CMM 860.

<sup>[2]</sup> As modified in CMM 870.

<sup>[3]</sup> 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.

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

<sup>[5]</sup> 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"> <li>- Minimum of 1 test per substructure</li> <li>- Minimum of 1 test per superstructure</li> </ul>

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.

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### **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 <sup>[1]</sup>

<sup>[1]</sup> 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

$(5/7 \times \text{PWL}) + (275/7)$   
 $50^{[1]}$

<sup>[1]</sup> 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.
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**ERRATA**


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**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 <sup>[1]</sup>	15.0 min <sup>[2]</sup>	16.0 - 17.5	16.0 min	17.0 min

<sup>[1]</sup> 14.5 for LT and MT mixes.

<sup>[2]</sup> 15.5 for LT and MT mixes.

**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 1<sup>st</sup> Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov) within 5 days of payment receipt to be logged manually.

\*\*\*Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<https://wisconsin.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll or Labor Data Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **Non-discrimination Provisions**

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);



- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**SEPTEMBER 2002**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 2013**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**Effective November 2020 letting**

### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form DT4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form DT4567 is available at:

<https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

## Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. "Use of United States-flag vessels:"

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses*. "Use of United States-flag vessels: The contractor agrees—"

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS  
FOR PROJECTS WITH FEDERAL AID**

**I. PREVAILING WAGE RATES**

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

**II. COVERAGE OF TRUCK DRIVERS**

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. [https://www.dol.gov/whd/FOH/FOH\\_Ch15.pdf](https://www.dol.gov/whd/FOH/FOH_Ch15.pdf)
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsin.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](http://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

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BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

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BRWI0002-005 06/01/2020

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

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BRWI0003-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

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BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

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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

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BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72

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BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

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BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

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BRWI0019-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22

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BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43

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CARP0087-001 05/01/2016

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

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

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CARP0252-002 06/01/2016

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

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CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

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 CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

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 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

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 CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

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 \* ELEC0014-002 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

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 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).

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ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

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ELEC0158-002 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

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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

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ELEC0219-004 06/01/2019

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

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

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\* ELEC0242-005 05/30/2021

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
-----		
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
-----		
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

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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

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 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

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 ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

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 ENGI0139-005 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.62	23.80
Group 2.....	\$ 41.12	23.80
Group 3.....	\$ 40.62	23.80
Group 4.....	\$ 40.36	23.80
Group 5.....	\$ 40.07	23.80
Group 6.....	\$ 34.17	23.80

HAZARDOUS WASTE PREMIUMS:  
 EPA Level "A" protection - \$3.00 per hour  
 EPA Level "B" protection - \$2.00 per hour  
 EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted) or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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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.

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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.

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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

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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

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IRON0512-008 06/03/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

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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

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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

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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

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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

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LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates                      Fringes

LABORER

Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/01/2020

DANE COUNTY

Rates Fringes

LABORER

Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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PAIN0108-002 06/01/2021

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.52	23.27

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PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

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PAIN0781-002 06/01/2021

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

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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.

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 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

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 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

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 PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

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 PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,

LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81
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WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.



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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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: 20220308022 Project(s): 3732-09-71

Federal ID(s): WISC 2022248

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	201.0105 Clearing	49.000 STA	_____.	_____.
0004	201.0120 Clearing	42.000 ID	_____.	_____.
0006	201.0205 Grubbing	49.000 STA	_____.	_____.
0008	201.0220 Grubbing	42.000 ID	_____.	_____.
0010	203.0100 Removing Small Pipe Culverts	20.000 EACH	_____.	_____.
0012	203.0220 Removing Structure (structure) 01. STA 85+86	1.000 EACH	_____.	_____.
0014	203.0260 Removing Structure Over Waterway Minimal Debris (structure) 01. STA 91+69	1.000 EACH	_____.	_____.
0016	204.0100 Removing Concrete Pavement	115.000 SY	_____.	_____.
0018	204.0120 Removing Asphaltic Surface Milling	2,320.000 SY	_____.	_____.
0020	204.0150 Removing Curb & Gutter	1,090.000 LF	_____.	_____.
0022	204.0155 Removing Concrete Sidewalk	105.000 SY	_____.	_____.
0024	204.0170 Removing Fence	1,370.000 LF	_____.	_____.
0026	204.0190 Removing Surface Drains	3.000 EACH	_____.	_____.
0028	204.0195 Removing Concrete Bases	6.000 EACH	_____.	_____.
0030	204.0210 Removing Manholes	4.000 EACH	_____.	_____.
0032	204.0220 Removing Inlets	4.000 EACH	_____.	_____.



## Proposal Schedule of Items

Proposal ID: 20220308022 Project(s): 3732-09-71

Federal ID(s): WISC 2022248

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	204.0245 Removing Storm Sewer (size) 01. 12-INCH	115.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 02. 15-INCH	150.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 03. 18-INCH	145.000 LF	_____.	_____.
0040	204.0245 Removing Storm Sewer (size) 04. 21-INCH	45.000 LF	_____.	_____.
0042	204.0245 Removing Storm Sewer (size) 05. 24-INCH	245.000 LF	_____.	_____.
0044	204.0245 Removing Storm Sewer (size) 06. 19X30-INCH	195.000 LF	_____.	_____.
0046	204.0245 Removing Storm Sewer (size) 07. 30-INCH	911.000 LF	_____.	_____.
0048	204.0245 Removing Storm Sewer (size) 08. 42-INCH	15.000 LF	_____.	_____.
0050	204.0245 Removing Storm Sewer (size) 09. 48-INCH	30.000 LF	_____.	_____.
0052	204.0280 Sealing Pipes	1.000 EACH	_____.	_____.
0054	204.9060.S Removing (item description) 01. Traffic Signals CTH K & CTH H	1.000 EACH	_____.	_____.
0056	204.9060.S Removing (item description) 02. Loop Detector Wire and Lead-In Cable CTH K & CTH H	1.000 EACH	_____.	_____.
0058	205.0100 Excavation Common	64,998.000 CY	_____.	_____.



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Proposal ID: 20220308022 Project(s): 3732-09-71

Federal ID(s): WISC 2022248

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	205.0400 Excavation Marsh	1,103.000 CY	_____.	_____.
0062	209.2500 Backfill Granular Grade 2	2,865.000 TON	_____.	_____.
0064	213.0100 Finishing Roadway (project) 01. 3732-09-71	1.000 EACH	_____.	_____.
0066	305.0110 Base Aggregate Dense 3/4-Inch	480.000 TON	_____.	_____.
0068	305.0120 Base Aggregate Dense 1 1/4-Inch	58,965.000 TON	_____.	_____.
0070	310.0110 Base Aggregate Open-Graded	127.000 TON	_____.	_____.
0072	311.0110 Breaker Run	24,823.000 TON	_____.	_____.
0074	416.0160 Concrete Driveway 6-Inch	550.000 SY	_____.	_____.
0076	416.0610 Drilled Tie Bars	42.000 EACH	_____.	_____.
0078	455.0605 Tack Coat	7,090.000 GAL	_____.	_____.
0080	460.2000 Incentive Density HMA Pavement	14,180.000 DOL	1.00000	14,180.00
0082	460.6223 HMA Pavement 3 MT 58-28 S	16,030.000 TON	_____.	_____.
0084	460.6224 HMA Pavement 4 MT 58-28 S	6,115.000 TON	_____.	_____.
0086	465.0105 Asphaltic Surface	1,705.000 TON	_____.	_____.
0088	465.0120 Asphaltic Surface Driveways and Field Entrances	63.000 TON	_____.	_____.
0090	465.0315 Asphaltic Flumes	19.000 SY	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	520.8000 Concrete Collars for Pipe	6.000 EACH	_____.	_____.
0094	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	2.000 EACH	_____.	_____.
0096	521.1221 Apron Endwalls for Pipe Arch Steel 21x15-Inch	2.000 EACH	_____.	_____.
0098	521.3112 Culvert Pipe Corrugated Steel 12-Inch	50.000 LF	_____.	_____.
0100	521.3721 Pipe Arch Corrugated Steel 21x15-Inch	29.000 LF	_____.	_____.
0102	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	28.000 LF	_____.	_____.
0104	522.0418 Culvert Pipe Reinforced Concrete Class IV 18-Inch	42.000 LF	_____.	_____.
0106	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	3.000 EACH	_____.	_____.
0108	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	3.000 EACH	_____.	_____.
0110	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	3.000 EACH	_____.	_____.
0112	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0114	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	3.000 EACH	_____.	_____.
0116	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	1.000 EACH	_____.	_____.
0118	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	3.000 EACH	_____.	_____.



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SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	522.2624 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	1.000 EACH	_____.	_____.
0122	522.2658 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 58x91-Inch	2.000 EACH	_____.	_____.
0124	601.0407 Concrete Curb & Gutter 18-Inch Type D	620.000 LF	_____.	_____.
0126	601.0411 Concrete Curb & Gutter 30-Inch Type D	13,630.000 LF	_____.	_____.
0128	602.0415 Concrete Sidewalk 6-Inch	4,355.000 SF	_____.	_____.
0130	602.0515 Curb Ramp Detectable Warning Field Natural Patina	240.000 SF	_____.	_____.
0132	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	74.000 SF	_____.	_____.
0134	606.0200 Riprap Medium	145.000 CY	_____.	_____.
0136	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	1,311.800 LF	_____.	_____.
0138	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	770.500 LF	_____.	_____.
0140	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	32.600 LF	_____.	_____.
0142	608.0321 Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	325.000 LF	_____.	_____.
0144	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	722.900 LF	_____.	_____.



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SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0146	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	507.100 LF	_____.	_____.
0148	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	745.100 LF	_____.	_____.
0150	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	400.500 LF	_____.	_____.
0152	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	312.100 LF	_____.	_____.
0154	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,191.800 LF	_____.	_____.
0156	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	334.400 LF	_____.	_____.
0158	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	522.600 LF	_____.	_____.
0160	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	587.600 LF	_____.	_____.
0162	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	754.000 LF	_____.	_____.
0164	608.0448 Storm Sewer Pipe Reinforced Concrete Class IV 48-Inch	448.500 LF	_____.	_____.
0166	608.2314 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 14x23-Inch	26.600 LF	_____.	_____.
0168	608.2424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	85.300 LF	_____.	_____.
0170	608.6008 Storm Sewer Pipe Composite 8-Inch	10.600 LF	_____.	_____.





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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0172	611.0430 Reconstructing Inlets	3.000 EACH	_____.	_____.
0174	611.0624 Inlet Covers Type H	59.000 EACH	_____.	_____.
0176	611.0642 Inlet Covers Type MS	16.000 EACH	_____.	_____.
0178	611.0666 Inlet Covers Type Z	4.000 EACH	_____.	_____.
0180	611.2003 Manholes 3-FT Diameter	2.000 EACH	_____.	_____.
0182	611.2004 Manholes 4-FT Diameter	13.000 EACH	_____.	_____.
0184	611.2005 Manholes 5-FT Diameter	6.000 EACH	_____.	_____.
0186	611.2006 Manholes 6-FT Diameter	10.000 EACH	_____.	_____.
0188	611.2007 Manholes 7-FT Diameter	6.000 EACH	_____.	_____.
0190	611.2008 Manholes 8-FT Diameter	1.000 EACH	_____.	_____.
0192	611.3003 Inlets 3-FT Diameter	4.000 EACH	_____.	_____.
0194	611.3004 Inlets 4-FT Diameter	3.000 EACH	_____.	_____.
0196	611.3230 Inlets 2x3-FT	51.000 EACH	_____.	_____.
0198	611.3901 Inlets Median 1 Grate	16.000 EACH	_____.	_____.
0200	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.	_____.
0202	611.8115 Adjusting Inlet Covers	2.000 EACH	_____.	_____.
0204	612.0406 Pipe Underdrain Wrapped 6-Inch	1,670.000 LF	_____.	_____.



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Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	612.0700 Drain Tile Exploration	1,500.000 LF	_____.	_____.
0208	612.0902.S Insulation Board Polystyrene (inch) 01.4-Inch	288.000 SY	_____.	_____.
0210	614.0920 Salvaged Rail	625.000 LF	_____.	_____.
0212	616.0206 Fence Chain Link 6-FT	68.000 LF	_____.	_____.
0214	616.0329 Gates Chain Link (width) 24-FT	1.000 EACH	_____.	_____.
0216	619.1000 Mobilization	1.000 EACH	_____.	_____.
0218	620.0300 Concrete Median Sloped Nose	200.000 SF	_____.	_____.
0220	624.0100 Water	1,050.000 MGAL	_____.	_____.
0222	625.0500 Salvaged Topsoil	46,140.000 SY	_____.	_____.
0224	627.0200 Mulching	28,400.000 SY	_____.	_____.
0226	628.1104 Erosion Bales	100.000 EACH	_____.	_____.
0228	628.1504 Silt Fence	4,690.000 LF	_____.	_____.
0230	628.1520 Silt Fence Maintenance	13,200.000 LF	_____.	_____.
0232	628.1905 Mobilizations Erosion Control	8.000 EACH	_____.	_____.
0234	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.
0236	628.2004 Erosion Mat Class I Type B	7,465.000 SY	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0238	628.2008 Erosion Mat Urban Class I Type B	44,440.000 SY	_____.	_____.
0240	628.2027 Erosion Mat Class II Type C	1,725.000 SY	_____.	_____.
0242	628.2033 Erosion Mat Class III Type B	1,515.000 SY	_____.	_____.
0244	628.7005 Inlet Protection Type A	82.000 EACH	_____.	_____.
0246	628.7010 Inlet Protection Type B	28.000 EACH	_____.	_____.
0248	628.7015 Inlet Protection Type C	60.000 EACH	_____.	_____.
0250	628.7020 Inlet Protection Type D	22.000 EACH	_____.	_____.
0252	628.7504 Temporary Ditch Checks	815.000 LF	_____.	_____.
0254	628.7555 Culvert Pipe Checks	32.000 EACH	_____.	_____.
0256	628.7560 Tracking Pads	5.000 EACH	_____.	_____.
0258	628.7570 Rock Bags	350.000 EACH	_____.	_____.
0260	629.0210 Fertilizer Type B	48.000 CWT	_____.	_____.
0262	630.0130 Seeding Mixture No. 30	570.000 LB	_____.	_____.
0264	630.0170 Seeding Mixture No. 70	74.000 LB	_____.	_____.
0266	630.0200 Seeding Temporary	750.000 LB	_____.	_____.
0268	630.0300 Seeding Borrow Pit	390.000 LB	_____.	_____.
0270	630.0500 Seed Water	1,790.000 MGAL	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	631.0300 Sod Water	120.000 MGAL	_____.	_____.
0274	631.1000 Sod Lawn	3,065.000 SY	_____.	_____.
0276	633.5200 Markers Culvert End	16.000 EACH	_____.	_____.
0278	637.2210 Signs Type II Reflective H	278.110 SF	_____.	_____.
0280	637.2215 Signs Type II Reflective H Folding	29.840 SF	_____.	_____.
0282	637.2220 Signs Type II Reflective SH	1.000 SF	_____.	_____.
0284	637.2230 Signs Type II Reflective F	176.020 SF	_____.	_____.
0286	638.2102 Moving Signs Type II	5.000 EACH	_____.	_____.
0288	638.2602 Removing Signs Type II	22.000 EACH	_____.	_____.
0290	638.3000 Removing Small Sign Supports	15.000 EACH	_____.	_____.
0292	638.4000 Moving Small Sign Supports	5.000 EACH	_____.	_____.
0294	640.1303.S Pond Liner Clay	5,902.000 CY	_____.	_____.
0296	643.0300 Traffic Control Drums	7,430.000 DAY	_____.	_____.
0298	643.0420 Traffic Control Barricades Type III	8,720.000 DAY	_____.	_____.
0300	643.0500 Traffic Control Flexible Tubular Marker Posts	100.000 EACH	_____.	_____.
0302	643.0600 Traffic Control Flexible Tubular Marker Bases	100.000 EACH	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0304	643.0705 Traffic Control Warning Lights Type A	17,430.000 DAY	_____.	_____.
0306	643.0715 Traffic Control Warning Lights Type C	3,170.000 DAY	_____.	_____.
0308	643.0900 Traffic Control Signs	33,370.000 DAY	_____.	_____.
0310	643.0920 Traffic Control Covering Signs Type II	10.000 EACH	_____.	_____.
0312	643.1050 Traffic Control Signs PCMS	70.000 DAY	_____.	_____.
0314	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0316	645.0111 Geotextile Type DF Schedule A	1,170.000 SY	_____.	_____.
0318	645.0120 Geotextile Type HR	265.000 SY	_____.	_____.
0320	645.0220 Geogrid Type SR	23,960.000 SY	_____.	_____.
0322	646.1020 Marking Line Epoxy 4-Inch	40,240.000 LF	_____.	_____.
0324	646.3020 Marking Line Epoxy 8-Inch	2,150.000 LF	_____.	_____.
0326	646.5020 Marking Arrow Epoxy	59.000 EACH	_____.	_____.
0328	646.5120 Marking Word Epoxy	8.000 EACH	_____.	_____.
0330	646.5220 Marking Symbol Epoxy	40.000 EACH	_____.	_____.
0332	646.5320 Marking Railroad Crossings Epoxy	4.000 EACH	_____.	_____.
0334	646.6120 Marking Stop Line Epoxy 18-Inch	220.000 LF	_____.	_____.
0336	646.7120 Marking Diagonal Epoxy 12-Inch	1,000.000 LF	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0338	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	335.000 LF	_____.	_____.
0340	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	215.000 LF	_____.	_____.
0342	646.8120 Marking Curb Epoxy	40.000 LF	_____.	_____.
0344	646.8220 Marking Island Nose Epoxy	4.000 EACH	_____.	_____.
0346	646.9000 Marking Removal Line 4-Inch	3,745.000 LF	_____.	_____.
0348	646.9100 Marking Removal Line 8-Inch	475.000 LF	_____.	_____.
0350	646.9200 Marking Removal Line Wide	105.000 LF	_____.	_____.
0352	646.9300 Marking Removal Special Marking	13.000 EACH	_____.	_____.
0354	649.0105 Temporary Marking Line Paint 4-Inch	1,020.000 LF	_____.	_____.
0356	649.0150 Temporary Marking Line Removable Tape 4-Inch	6,575.000 LF	_____.	_____.
0358	650.4000 Construction Staking Storm Sewer	138.000 EACH	_____.	_____.
0360	650.4500 Construction Staking Subgrade	8,033.000 LF	_____.	_____.
0362	650.5000 Construction Staking Base	8,033.000 LF	_____.	_____.
0364	650.5500 Construction Staking Curb Gutter and Curb & Gutter	14,250.000 LF	_____.	_____.
0366	650.6000 Construction Staking Pipe Culverts	3.000 EACH	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0368	650.8500 Construction Staking Electrical Installations (project) 01. 3732-09-71	LS	LUMP SUM	_____.
0370	650.9000 Construction Staking Curb Ramps	20.000 EACH	_____.	_____.
0372	650.9910 Construction Staking Supplemental Control (project) 01. 3732-09-71	LS	LUMP SUM	_____.
0374	650.9920 Construction Staking Slope Stakes	8,033.000 LF	_____.	_____.
0376	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,811.000 LF	_____.	_____.
0378	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,390.000 LF	_____.	_____.
0380	652.0700.S Install Conduit into Existing Item	1.000 EACH	_____.	_____.
0382	653.0135 Pull Boxes Steel 24x36-Inch	9.000 EACH	_____.	_____.
0384	653.0140 Pull Boxes Steel 24x42-Inch	9.000 EACH	_____.	_____.
0386	653.0905 Removing Pull Boxes	16.000 EACH	_____.	_____.
0388	654.0101 Concrete Bases Type 1	4.000 EACH	_____.	_____.
0390	654.0102 Concrete Bases Type 2	1.000 EACH	_____.	_____.
0392	654.0113 Concrete Bases Type 13	1.000 EACH	_____.	_____.
0394	654.0120 Concrete Bases Type 10-Special	3.000 EACH	_____.	_____.
0396	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0398	655.0230 Cable Traffic Signal 5-14 AWG	684.000 LF	_____.	_____.
0400	655.0240 Cable Traffic Signal 7-14 AWG	684.000 LF	_____.	_____.
0402	655.0260 Cable Traffic Signal 12-14 AWG	1,820.000 LF	_____.	_____.
0404	655.0320 Cable Type UF 2-10 AWG Grounded	767.000 LF	_____.	_____.
0406	655.0515 Electrical Wire Traffic Signals 10 AWG	1,646.000 LF	_____.	_____.
0408	655.0610 Electrical Wire Lighting 12 AWG	580.000 LF	_____.	_____.
0410	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. CTH K and CTH H	LS	LUMP SUM	_____.
0412	657.0100 Pedestal Bases	4.000 EACH	_____.	_____.
0414	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	1.000 EACH	_____.	_____.
0416	657.0310 Poles Type 3	1.000 EACH	_____.	_____.
0418	657.0347 Poles Type 9-Special	1.000 EACH	_____.	_____.
0420	657.0352 Poles Type 10-Special	2.000 EACH	_____.	_____.
0422	657.0360 Poles Type 13	1.000 EACH	_____.	_____.
0424	657.0425 Traffic Signal Standards Aluminum 15-FT	3.000 EACH	_____.	_____.
0426	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH	_____.	_____.
0428	657.0541 Monotube Arms 40-FT-Special	1.000 EACH	_____.	_____.





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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0430	657.0546 Monotube Arms 45-FT-Special	2.000 EACH	_____.	_____.
0432	657.0555 Monotube Arms 55-FT	1.000 EACH	_____.	_____.
0434	657.0614 Luminaire Arms Single Member 4-Inch Clamp 8-FT	1.000 EACH	_____.	_____.
0436	657.0815 Luminaire Arms Steel 15-FT	3.000 EACH	_____.	_____.
0438	658.0173 Traffic Signal Face 3S 12-Inch	12.000 EACH	_____.	_____.
0440	658.0174 Traffic Signal Face 4S 12-Inch	8.000 EACH	_____.	_____.
0442	658.0416 Pedestrian Signal Face 16-Inch	2.000 EACH	_____.	_____.
0444	658.0500 Pedestrian Push Buttons	2.000 EACH	_____.	_____.
0446	658.5069 Signal Mounting Hardware (location) 01. CTH K and CTH H	LS	LUMP SUM	_____.
0448	659.1125 Luminaires Utility LED C	4.000 EACH	_____.	_____.
0450	661.0200 Temporary Traffic Signals for Intersections (location) 01. CTH K & 104th Avenue	LS	LUMP SUM	_____.
0452	674.0106 Cable ITS Communication 6 Pair	2,402.000 LF	_____.	_____.
0454	690.0150 Sawing Asphalt	1,035.000 LF	_____.	_____.
0456	690.0250 Sawing Concrete	70.000 LF	_____.	_____.
0458	740.0440 Incentive IRI Ride	11,190.000 DOL	1.00000	11,190.00



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0460	801.0117 Railroad Flagging Reimbursement	14,875.000 DOL	1.00000	14,875.00
0462	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,200.000 HRS	5.00000	16,000.00
0464	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	7,200.000 HRS	5.00000	36,000.00
0466	SPV.0060 Special 01. Traffic Signal Controller and Cabinet (CTH K and CTH H)	1.000 EACH	_____.	_____.
0468	SPV.0060 Special 02. GPS Emergency Vehicle Preemption System (CTH K & CTH H)	1.000 EACH	_____.	_____.
0470	SPV.0060 Special 03. Vehicular Video Detection System (County K & County H)	1.000 EACH	_____.	_____.
0472	SPV.0060 Special 04. Backflow Preventer	1.000 EACH	_____.	_____.
0474	SPV.0060 Special 05. Anti-Seep Collar	2.000 EACH	_____.	_____.
0476	SPV.0060 Special 06. Inlets 1 Special-Domed	1.000 EACH	_____.	_____.
0478	SPV.0060 Special 07. Construction Staking Pond Layout	1.000 EACH	_____.	_____.
0480	SPV.0060 Special 08. Utility Line Opening	20.000 EACH	_____.	_____.
0482	SPV.0060 Special 09. Outlet Structure 5	1.000 EACH	_____.	_____.
0484	SPV.0060 Special 10. Storm Tee Manhole 4-Special	1.000 EACH	_____.	_____.
0486	SPV.0060 Special 11. Abandon 42-Inch CMP and Fill with Grout	1.000 EACH	_____.	_____.
0488	SPV.0060 Special 12. 4' Sanitary Manhole	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308022 Project(s): 3732-09-71

Federal ID(s): WISC 2022248

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0490	SPV.0060 Special 13. Connection to Existing Sanitary Manhole	1.000 EACH	_____.	_____.
0492	SPV.0060 Special 14. Reconstruct Sanitary Manhole	2.000 EACH	_____.	_____.
0494	SPV.0060 Special 15. Adjust Sanitary Manhole	3.000 EACH	_____.	_____.
0496	SPV.0060 Special 16. Adjust Water Valve Box	21.000 EACH	_____.	_____.
0498	SPV.0060 Special 17. Adjust Fire Hydrant	1.000 EACH	_____.	_____.
0500	SPV.0060 Special 18. Field Facilities Office Space	1.000 EACH	_____.	_____.
0502	SPV.0060 Special 19. Remove and Reinstall Mailboxes	12.000 EACH	_____.	_____.
0504	SPV.0060 Special 20. Infrared Emergency Vehicle Preemption System (CTH K & CTH H)	1.000 EACH	_____.	_____.
0506	SPV.0060 Special 21. Temporary Mailbox Station	2.000 EACH	_____.	_____.
0508	SPV.0060 Special 22. Moving Private Sign	1.000 EACH	_____.	_____.
0510	SPV.0060 Special 23. Manhole Covers Special	35.000 EACH	_____.	_____.
0512	SPV.0060 Special 24. Temporary Water Diversion	1.000 EACH	_____.	_____.
0514	SPV.0060 Special 25. Section Corner Monuments	3.000 EACH	_____.	_____.
0516	SPV.0060 Special 26. Poles Round Steel 8-FT	7.000 EACH	_____.	_____.
0518	SPV.0060 Special 27. Poles Round Steel 10-FT	9.000 EACH	_____.	_____.
0520	SPV.0060 Special 28. Poles Round Steel 12-FT	41.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220308022 Project(s): 3732-09-71

Federal ID(s): WISC 2022248

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0522	SPV.0060 Special 29. Poles Round Steel 14-FT	7.000 EACH	_____.	_____.
0524	SPV.0090 Special 01. Boring and Jacking Storm Sewer Pipe Smooth Steel 48-Inch	74.000 LF	_____.	_____.
0526	SPV.0090 Special 02. Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV58x91-Inch	128.000 LF	_____.	_____.
0528	SPV.0090 Special 03. Coconut Fiber Rolls	1,365.000 LF	_____.	_____.
0530	SPV.0090 Special 04. Heavy Duty Silt Fence	1,920.000 LF	_____.	_____.
0532	SPV.0090 Special 05. 12" PVC SDR-26 Sanitary Sewer	118.000 LF	_____.	_____.
0534	SPV.0165 Special 01. Concrete Lined Ditch	395.000 SF	_____.	_____.
0536	SPV.0170 Special 01. Proof Rolling	70.000 STA	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



**PLEASE ATTACH ADDENDA HERE**



## Wisconsin Department of Transportation

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March 2, 2022

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

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

### **NOTICE TO ALL CONTRACTORS:**

#### **Federal Wage Rate Addendum #01**

#### **Letting of March 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, 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

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 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

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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

-----  
 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.

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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

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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

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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

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LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,

CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,  
 DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
 GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,  
 JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
 MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,  
 OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,  
 RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.  
 CROIX, TAYLOR, TREMPPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN,  
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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 LAB00464-003 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
 Demolition and Wrecking Laborer; Guard Rail, Fence, and  
 Bridge Builder; Landscaper; Multiplate Culvert Assembler;

Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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PAIN0108-002 06/01/2021

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.52	23.27

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PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

-----  
PAIN0781-002 06/01/2021

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

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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.

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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

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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

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PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

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PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75

Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81
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WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at <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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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

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BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

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BRWI0009-001 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

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BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

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BRWI0013-002 06/03/2019

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.56	24.23

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BRWI0019-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22

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BRWI0021-002 06/01/2020

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.80	24.97

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BRWI0034-002 06/01/2020

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

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CARP0252-002 06/01/2016

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

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
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

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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

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CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

-----  
CARP2337-003 06/01/2019

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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ELEC0014-002 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

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ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

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ELEC0158-002 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).

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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 TREMPLEAU 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

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LAB00113-005 06/01/2020

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 23.05	21.08
Group 2.....	\$ 28.98	21.08
Group 3.....	\$ 32.34	21.08
Group 4.....	\$ 34.11	21.08

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

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

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

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

GROUP 4: Pipelayer, Miner and Laser Operator

-----  
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

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\* LAB00113-009 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
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Laborers: (Tunnel -

\*COMPRESSED AIR 0 - 15 lbs.)

Group 1.....	\$ 22.19	21.08
Group 2.....	\$ 31.70	21.08
Group 3.....	\$ 35.31	21.08
Group 4.....	\$ 36.11	21.08
Group 5.....	\$ 36.23	21.08
Group 6.....	\$ 38.93	21.08
Group 7.....	\$ 39.55	21.08

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

\*Compressed Air 15 - 30 lbs add \$2.00 to all classifications

\*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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LAB00140-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMPPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 29.33	17.88
Group 2.....	\$ 31.18	17.88
Group 3.....	\$ 31.48	17.88
Group 4.....	\$ 32.13	17.88

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

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB00464-002 06/01/2020

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.23	17.88
Group 2.....	\$ 31.43	17.88
Group 3.....	\$ 31.63	17.88
Group 4.....	\$ 32.38	17.88

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

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB01091-010 06/01/2020

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 29.02	17.88
Group 2.....	\$ 31.08	17.88
Group 3.....	\$ 31.28	17.88
Group 4.....	\$ 32.03	17.88

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

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81



3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81
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WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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**WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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, 4<sup>th</sup> 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

