HIGHWAY WORK PROPOSAL

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

Proposal Number:

051

COUNTY STATE PROJECT FEDERAL PROJECT DESCRIPTION HIGHWAY

La Crosse 5163-07-77 WISC 2022069 Genoa - LaCrosse; Sunnyside Dr To STH 035

Garner Place

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 SAMPLE
Contract Completion Time May 26, 2023	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 7%	This contract is exempt from federal oversight.

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

this proposal bid.

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

Subscribed and sworn to before me this date _______

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

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

(Date Commission Expires) (Bidder Title)

Notary Seal

Type of Work:

For Department Use Only

Excavation, Base, Concrete Pavement, HMA Pavement, Asphaltic Surface, Curb and Gutter, Sidewalk, Signs, Pavement Marking, Beam Guard, Retaining Wall, Storm Sewer, Water and Sanitary, Street Lighting, Overhead Sign Structures

Notice of Award Dated Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- (1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 - 1. Electronic bid on theinternet.
 - 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 - 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at: 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 ExpressTM 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 ExpressTM on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

- 2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 - 1. Download the latest schedule of items reflecting all addenda from the Bid Express TM web site.
 - 2. Use Expedite TM software to enter a unit price for every item in the schedule of items.
 - 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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 ExpressTM web site reflecting the latest addenda posted on the department's web site at:

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

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

(2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM 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 ExpediteTM generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROMwith the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the ExpediteTM 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 ExpediteTM generated schedule of items is not the same on each page.
 - 2. The check code printed on the printout of the ExpediteTM 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 S	eal)		
(Signature and Title)			
(Company Name)			
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FOR P	RINCIPAL	NOTARY FO	OR SURETY
(Date)		(Da	te)
State of Wisconsin)	State of Wisconsin)
C) ss. ounty))ss. _County)
On the above date, this instrument was named person(s).	acknowledged before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Public,	State of Wisconsin)	(Signature, Notary Publ	ic, State of Wisconsin)
(Print or Type Name, Notary Pu	blic, State of Wisconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Commissio	n Expires)	(Date Commis	sion Expires)

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

March 2010

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value	
			_
			_
			_

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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 5163-07-77, Genoa – La Crosse, Sunnyside Drive to Garner Place, STH 35, La Crosse 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 roadway reconstruction, concrete pavement, asphalt pavement, base aggregate, concrete curb and gutter replacement, grading, concrete sidewalk, storm sewer, temporary traffic signal, water and sanitary improvements, beam guard, three retaining walls, three overhead sign structures, erosion control, permanent signing, pavement marking, traffic control, lighting, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

Begin work within 10 calendar days after the engineer issues a written notice to do so.

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date.

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

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

Interim Completion

Complete construction operations on STH 35 to the stage necessary to reopen it to through traffic by November 18, 2022. Do not reopen until all work is complete except for the final pavement marking. Install cold weather pavement marking prior to opening.

If the contractor fails to complete the work necessary to reopen STH 35 to traffic prior to November 19, 2022, the department will assess the contractor \$2,175 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 19, 2022. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Winter Shutdown

Winter shutdown will commence with the completion of all work except the final pavement marking in the Fall of 2022. Do not resume work until May 1, 2023, unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2023. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

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Northern Long-eared Bat (Myotis septentrionalis)

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

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.

Construction Staging

Stage 1 Construction

- Install temporary pavement on the northbound STH 35 shoulder south of Sunnyside Drive, southbound STH 35 shoulder between Riverview Drive and Old Town Hall Road, eastbound USH 14/61 outside shoulder within the project limits and westbound Sunnyside Drive shoulder west of STH 35.
- Remove raised islands on STH 35 in the median near USH 14/61 intersection and install temporary pavement.
- Construct USH 14/61 temporary connection south of existing STH 35/USH 14/61 intersection.
- Install temporary concrete barrier between southbound STH 35 shared-use path and traffic between Riverview Drive and Old Town Hall Road for stage 2 construction.

Stage 2

Stage 2A Construction

- Construct the southwest quadrant of the STH 35 and Sunnyside Drive roundabout including retaining wall R-32-80.
- Place temporary pavement in sections of the roundabout circle and splitter islands for staging purposes.
- Construct temporary pedestrian crossing on STH 35 south of Riverview Drive and Sunnyside Drive.
- Construct northbound STH 35 roadway between Station 656+00 TO 663+75 and between USH 14/61 to Garner Place.
- Construct westbound USH 14/61 roadway and place temporary pavement in the median between STH 35 and end project limit.
- Place temporary pavement in sections of the STH 35 and USH 14/61 roundabout circle and splitter islands for staging purposes.
- Place lower layer of asphalt only in the asphalt pavement section of STH 35 between Sunnyside Drive and USH 14/61.
- Install temporary traffic signal at the STH 35 and USH 14/61 intersection.

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- Install street lighting within the work zone as applicable.
- Install storm sewer and maintain drainage.
- Close existing crosswalk north of Riverview Drive and install temporary crosswalk south of Riverview Drive.

Stage 2B Construction

- Construct the southeast quadrant of the STH 35 and USH 14/61 intersection and the middle section of Sunnyside Drive west of STH 35.
- Place temporary pavement in sections of the roundabout circles and splitter islands for staging purposes.
- Adjust temporary traffic signal location at the STH 35 and USH 14/61 intersection from stage 2A.
- Install storm sewer and maintain drainage.

Stage 2C Construction

- Construct the median temporary pavement and the lower layer of asphalt on STH 35 from Station 656+36 to Station 664+21 and inside curb and gutter on northbound STH 35 from Station 670+50 to 681+15.
- Adjust temporary traffic signal location at the STH 35 and USH 14/61 intersection from stage 2B.
- Install storm sewer and maintain drainage.

Stage 3 Construction

- Construct southbound STH 35 roadway between Sunnyside Drive to Garner Place, shared-use
 path along the west side of the roadway and retaining wall between USH 14/61 and Calvert Road
 on the west side of STH 35.
- Place lower layer of asphalt only in the asphalt section of STH 35 between the roundabouts.
- Construct the northwest quadrant of the STH 35 and Sunnyside Drive roundabout.
- Place temporary pavement in sections of the roundabout circles and splitter islands for staging purposes.
- Remove temporary pavement and construct eastbound USH 14/61 lanes, outside curb and gutter, retaining wall R-32-79, and new sidewalk along the south side of USH 14/61 to Fireclay Court.
- Adjust temporary traffic signal location at the STH 35 and USH 14/61 intersection from stage 2C.
- Construct Calvert Road and Fireclay Court in halves.
- Install street lighting within the work zone as applicable.
- Install storm sewer and maintain drainage.
- install temporary crosswalk north of Garner Place.

Stage 4 Construction

- Remove temporary traffic signal at the STH 35 and USH 14/61 intersection.
- Construct median on STH 35 from the beginning of project to Station 649+17
- Construct STH 35 and USH 14/61 roundabout circle.
- Construct median temporary pavement on STH 35 from Sunnyside Drive to USH 14/61 intersection for stage 5 traffic.
- Construct median on STH 35 north of the USH 14/61 intersection to the end of the project and median on USH 14/61 from STH 35 to the end of the project.
- Complete STH 35 and USH 14/61 roundabout circle prior to starting work on permanent median.
- Install street lighting within work zone as applicable.
- Install storm sewer and maintain drainage.

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Stage 5 Construction

- Construct the eastern half of the STH 35 and Sunnyside Drive roundabout.
- Place temporary pavement in the splitter islands for staging purposes to construct the roundabout circle.
- Construct the eastern half of STH 35 from the beginning of the project to Old Town Hall Road.
- Place lower layer of asphalt only in the asphalt section of STH 35.
- Continue to construct the median on STH 35 from USH 14/61 to the end of the project and the median on USH 14/61 from STH 35 to the end of the project.
- Install street lighting within work zone as applicable.
- Install storm sewer and maintain drainage.

Stage 6 Construction

- Construct center island of the STH 35 and Sunnyside Drive roundabout.
- Construct the median and place the upper layer of asphalt on STH 35 from Sunnyside Drive to USH 14/61.
- Construct the STH 35 and Sunnyside Drive roundabout splitter islands after construction is complete on the center island.
- Continue to construct the median on STH 35 from USH 14/61 to the end of the project and the median on USH 14/61 from STH 35 to the end of the project.
- Install overhead sign Structures S-32-0077, S-32-0078, and S-32-0079 at the STH 35 and USH 14/61 intersection.
- Install street lighting within work zone as applicable.
- Remove any remaining temporary pavement.

4. Traffic.

Overview

Place Portable Changeable Message Signs (PCMS) on STH 35 and USH 14/61 at the begin and end construction limits 7 calendar days prior to construction notifying motorists when work is to start. Place Portable Changeable Message Signs (PCMS) on STH 35 and USH 14/61 at the begin and end of the work zone 7 calendar days prior to any traffic pattern changes. Place Portable Changeable Message Signs (PCMS) on westbound USH 14/61 during stages 2C, 3, 4, 5, and 6 warning motorists of AM queuing due to northbound STH 35 merging with westbound USH 14/61.

Coordinate with WisDOT Regional Traffic Signal Operations Engineer, Collin Webb, (608) 792-5824 for signal timing modifications at the STH 35 and USH 14/61 intersection during construction.

Lane closures will not be allowed on STH 35 between 7:00 AM to 9:00 AM and 12:00 PM to 7:00 PM. Lane closures will not be allowed on USH 14/61 between 7:00 AM to 8:00 AM and 3:00 PM to 6:00 PM.

Minimum lane width required on STH 35 and USH 14/61 is 11'. Minimum lane width required on Sunnyside Drive is 10'.

Alternate sideroad closures for Sunnyside Drive, Riverview Drive, and Old Town Hall Road. All three roads should not be closed at the same time.

Requirements for Local Access Traffic Control

Construct and maintain a local traffic access route on any section of roadway within the construction zone that will carry only local traffic conforming to the following criteria:

- Number of Lanes: Two lanes through the work zone
- · Lane Width: Minimum of 10-foot width
- Driving Surface: Acceptable driving surfaces include asphaltic surface temporary, concrete, or 6 inches of compacted and uniform base aggregate dense (maximum allowable time for aggregate surface is two weeks).

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Stage 1 Traffic

- Close northbound STH 35 shoulder south of Sunnyside Drive, southbound STH 35 shoulder between Riverview Drive and Old Town Hall Road, eastbound USH 14/61 outside shoulder within the project limits and westbound Sunnyside Drive shoulder west of STH 35.
- Utilize 11' lanes for through lanes minimum and 10' lanes for turn lanes minimum during off peak hours in areas adjacent to temporary pavement work zones to allow for the placement of drums.
- Complete work in southbound STH 35 left turn island utilizing flagging operations during off peak hours.
- Flag westbound USH 14 left turn traffic during off-peak hours.
- Maintain pedestrian access to Southern Bluffs Elementary School along the southbound STH 35 existing shared-use path and the existing pedestrian crossing just north of Riverview Drive.

Stage 2 Traffic

Stage 2A

- Utilize temporary traffic signal at the STH 35 and USH 14/61 intersection.
- Shift traffic to existing STH 35/temporary pavement and existing USH 14/61 temporary pavement constructed in stage 1.
- Shift traffic on Sunnyside Drive west of STH 35 north onto the temporary pavement constructed in stage 1.
- Close Old Town Hall Road to construct the intersection.
- Maintain access to Riverview Drive and Garner Place intersections.
- Existing sidewalk on the east side of STH 35 between Sunnyside Drive and Riverview Drive to remain open.
- Maintain pedestrian access on the existing roadway along the south side of Sunnyside Drive west of STH 35 through the work zone while the retaining wall and new sidewalk in the southwest quadrant is being constructed.
- Utilize new pedestrian temporary crosswalk south of Riverview Drive and south of Sunnyside Drive after construction of sidewalk is complete in the southwest quadrant of STH 35/Sunnyside Drive.
- Maintain pedestrian access to the existing 10' shared-use path along the west side of STH 35 from Riverview Drive to Calvert Road. Temporarily reduce the existing shared-use path width from 10' to 6' with temporary concrete barrier separating pedestrians and southbound STH 35 traffic between Riverview Drive and Old Town Hall Road.

Stage 2B

- Utilize temporary traffic signal at the STH 35 and USH 14/61 intersection.
- Close right turn lane on northbound STH 35 at the intersection of STH 35 and USH 14/61 intersection.
- Shift USH 14/61 traffic onto newly constructed westbound USH 14/61 lanes and median temporary pavement constructed in stage 2A.
- Shift eastbound Sunnyside Drive traffic west of STH 35 on newly constructed Sunnyside Drive.
- Maintain the same traffic configuration shown in stage 2A on westbound Sunnyside Drive west of STH 35.
- Maintain the same traffic configuration on STH 35 as shown in stage 2A.
- Old Town Hall Road intersection to remain closed.
- Maintain access to Riverview Drive, Garner Place, and Fireclay Court intersections.
- Maintain pedestrian accommodations shown in stage 2A for this stage.

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Stage 2C

- Utilize temporary traffic signal at the STH 35 and USH 14/61 intersection.
- Shift northbound STH 35 traffic onto existing northbound STH 35 between Sunnyside Drive and Station 656+00 onto the newly constructed northbound STH 35 lane between Station 656+00 to the end of the project constructed in stage 2A through 2B.
- Maintain the same traffic configuration on USH 14/61 and Sunnyside Drive as shown in stage 2B.
- Open the Old Town Hall Road intersection.
- Maintain access to Riverview Drive, Garner Place, and Fireclay Court intersections.
- Maintain pedestrian accommodations shown in stage 2A and 2B for this stage.

Stage 3 Traffic

- Utilize temporary traffic signal at the STH 35 and USH 14/61 intersection.
- Shift southbound STH 35 traffic onto existing northbound STH 35 between Sunnyside Drive and Station 656+00 and onto the new northbound STH 35 lane and median temporary pavement from Station 656+00 to the end of the project constructed in stage 2A through 2C.
- Maintain the same traffic configuration on USH 14/61 as shown in stage 2C.
- Maintain access to Calvert Road and Fireclay Court intersections.
- Open newly constructed sidewalk from Riverview Drive to the end of the project to accommodate pedestrians while the shared-use path on the west side of STH 35 is under construction.
- Utilize new pedestrian temporary crosswalk north of Garner Place.

Stage 4 Traffic

- Remove temporary traffic signal at the STH 35 and USH 14/61 intersection.
- Shift southbound and northbound STH 35 traffic to the shoulder and outside lanes within the project limits.
- Shift westbound and eastbound USH 14/61 traffic to the shoulder and outside lanes within the project limits.
- Shift traffic to either the eastbound or westbound lane on USH 14/61 utilizing off-peak flagging operations for constructing the median curb and gutter.
- Maintain two lanes of traffic when work is not occurring on STH 35 median north of the USH 14/61 intersection.
- Maintain pedestrian access through the newly constructed shared-use path on the west side of STH 35 and the sidewalk along the east side of STH 35.
- Maintain two of the three crosswalks at the STH 35 and USH 14/61 intersection at all times.

Stage 5 Traffic

- Utilize new roundabout at the STH 35 and USH 14/61 intersection.
- Shift northbound STH 35 traffic onto newly constructed lanes and temporary pavement on STH 35 from beginning of project to Old Town Hall Road.
- Maintain southbound and northbound STH 35 traffic on the shoulder and outside lanes between Old Town Hall Road to the end project limit.
- Maintain westbound and eastbound USH 14/61 traffic on the shoulder and outside lanes within the project limits.
- Shift traffic to either the eastbound or westbound lane on USH 14/61 utilizing off-peak flagging operations for constructing the median curb and gutter.
- Maintain two lanes of traffic when work is not occurring on STH 35 median north of the USH 14/61 intersection.
- Sidewalk and shared-use path on STH 35 and USH 14 are accessible to pedestrians.
- Maintain pedestrian access to Southern Bluffs Elementary School utilizing the existing sidewalk on the east side of STH 35 south of Old Town Hall Road to Sunnyside Drive until the new sidewalk in the southeast quadrant of the STH 35/Sunnyside Drive intersection is constructed.

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 Install south crosswalk at Sunnyside Drive intersection after the sidewalk is constructed in the southeast quadrant of STH 35/Sunnyside intersection. Once completed, open crosswalk to maintain pedestrian access along the west side of STH 35 while the rest of the construction at Sunnyside Drive is finished.

Stage 6 Traffic

- Maintain southbound and northbound STH 35 traffic on the shoulder and outside lanes within the project limits.
- Maintain westbound and eastbound USH 14/61 traffic on the shoulder and outside lanes within the project limits.
- Shift traffic to either the eastbound or westbound lane on USH 14/61 utilizing off-peak flagging operations for construction the median curb and gutter.
- Shift traffic to either the northbound or southbound lane on STH 35 between Sunnyside Drive and USH 14/61 utilizing night-time flagging operations for constructing the median and placing the upper layer of asphalt.
- Flagged construction on STH 35 and USH 14/61 are not allowed to take place at the same time.
- Alternate night-time lane closures on STH 35 and USH 14/61 to install overhead sign Structures S-32-0077, S-32-0078, and S-32-0079 at the STH 35 and USH 14/61 intersection.
- Maintain two lanes of traffic when work is not occurring on STH 35 median north of the USH 14/61 intersection.
- Sidewalk and shared-use path on STH 35 and USH 14 are accessible to pedestrians.
- Maintain 3 of the 4 crosswalks at the Sunnyside Drive roundabout and 2 of the 3 crosswalks at the USH 14/61 roundabout for pedestrian accommodations.
- Utilize shoulder closures to remove temporary pavement.

Emergency Access During Construction

Maintain emergency access to the project area at all times. Keep all private entrances and commercial entrances accessible at all times unless approval of the engineer and written permission is obtained from the property owner 48 hours in advance of closing the access. If work is being completed on multiple driveways to the same property, conduct operations so at least one of the driveways remain open.

Provide a 24-hour contact and phone number for issues to local officials, city police, fire department, and EMS in case of an incident. Repair, replace, or restore any damaged or disturbed traffic control devices within two hours from the time notified or made aware of the damaged or disturbed traffic control devices.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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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 STH 35 and USH 14/61 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;
- From noon Wednesday, November 23, 2022 to 6:00 AM Monday, November 28, 2022 for Thanksgiving.

stp-107-005 (20210113)

6. Utilities.

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

stp-107-065 (20080501)

Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per state statues. Use caution to maintain the integrity of utilities.

Any utility facilities not explicitly identified as being relocated or removed have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone.

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

The location of utility installations as described in this article are approximate.

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

CenturyLink (Communication Line)

CenturyLink has an existing underground telephone facility along the south side of the west approach of Sunnyside Drive.

CenturyLink has an existing underground fiber optic line along the west side of STH 35 from the beginning of the project to the intersection of Sunnyside Drive where it turns and heads east under STH 35 at Station 651+60 and then turns to head north along the east side of STH 35 with a second fiber optic cable as well as a telephone facility continuing north to the northeast corner of STH 35 and Old Town Hall Road where it turns and heads west under STH 35 at Station 659+60 and then continues north along the west side of STH 35 to Station 672+00.

CenturyLink has an underground fiber optic line that begins on the northeast corner of STH 35 and Old Town Hall Road and continues north along the east side of STH 35 until USH 14 where it turns and heads east along the south side of USH 14 and then along the south side of Brickyard Lane.

CenturyLink has an existing underground fiber optic and telephone facility that cross under USH 14 at Station 147+20 and then continue north along the east side of STH 35 to the end of the project.

CenturyLink has an existing underground fiber optic line that crosses under USH 14 at Station 164+50 where it turns and heads east along the north side of USH 14 to the end of the project.

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CenturyLink has underground communication facilities in the project area that directly conflict with the project improvements. The following work will be performed by CenturyLink forces prior to construction:

- Existing handhole at Station 651+25 on the east side of STH 35 will be relocated behind the sidewalk at Station 651+00. New buried fiber will be placed from the relocated handhole south to Station 647+00 and then directionally bored under STH 35 for 140 feet. Existing buried fiber at this location will be dug up and a new handhole will be installed and cutover to refeed the existing buried fiber to the south down STH 35. New buried fiber will be placed northerly, within 2-feet of the back of the right-of-way on the west side of STH 35 to Station 663+75. The new buried fiber will be directionally bored crossing Sunnyside Drive for approximately 80 feet. Extra depth will be used at this crossing of Sunnyside Drive to not conflict with the new retaining wall on the southwest side of the intersection.
- Existing buried fiber at Station 663+75 will be exposed and new handhole installed and fiber will be cutover to refeed the existing underground fiber to the north. From the new handhole, fiber will be directionally bored under STH 35 easterly for approximately 400' and fed into an existing pedestal at Station 149+00 on the south side of USH 14. A new handhole will be placed at this location and the cutover to the new fiber will feed existing fiber to the north and to the east.
- An existing pole at Station 677+00 on the west side of STH 35 at Calvert Road intersection will be relocated behind the sidewalk west approximately 15 feet.

Relocation work at Sunnyside Drive to be completed prior to the start of Stage 2A with anticipated construction date of 05/09/2022. Duration of relocation for this location will be 20 days beginning on 04/11/2022.

CenturyLink plans to discontinue in place the following existing facilities in the project limits: two buried fiber optic lines along the east side of STH 35 from Station 651+25 to Station 659+75, a single fiber crossing under STH 35 at Station 663+75 and a buried fiber along the east side of STH 35 from Station 659+75 to Station 149+00 on the south side of USH 14.

Charter (Communication Line)

Charter Communication has an existing overhead communication line that runs north along the east side of STH 35 from the south side of Sunnyside Drive to the north side of Old Town Hall Road where it goes underground and continues north to USH 14 and then east along the south side of USH 14 to Station 152+00.

Charter Communication has an existing overhead line that runs west along the north side of Old Town Hall Road crossing STH 35 at Station 659+20 on Xcel Energy poles.

Charter Communication had overhead and underground communication facilities in the project area that directly conflicted with the project improvements. The following work was performed by Charter Communication forces prior to construction: New coax was directionally bored under STH 35 at Station 648+00 at 6 feet deep. Additionally, new coax was installed along the north side of Old Town Hall Road, then continued north along the east side of Robil Court and then turned to head west to a new pedestal at Station 661+00 RT and then continued west where it was directionally drilled under STH 35 at approximately 6-8 feet deep and then continued north along the west side of STH 35.

Charter Communication discontinued in place the following facilities in the project limits: existing underground coax crossing under STH 35 at Station 652+00 and existing underground coax along the east side of STH 35 beginning at the northeast corner of the intersection of STH 35 and Old Town Hall Road and continue north until USH 14 and then east along the south side of USH 14.

City of La Crosse (Sewer)

City of La Crosse has an existing sanitary sewer facility that runs under Sunnyside Drive crossing STH 35 at Station 651+80. From here it continues north along the east side of STH 35 to the center of Old Town Hall Road where it turns and heads east and then north again under Robil Court.

City of La Crosse has an existing sanitary sewer facility that runs under Calvert Road crossing STH 35 at Station 677+20.

City of La Crosse has an existing sanitary sewer facility that runs under Garner Place and then turns and heads north along the east side of STH 35 to the end of the project.

City of La Crosse has existing underground sewer facilities in the project area that directly conflict with the project improvements. The following work will be performed by the contractor as part of the project: Construct sanitary main crossing at Station 677+20 as shown in the plans and in the bid items for the project. Adjust manholes to match the new finished elevation. Perform this work in accordance with the requirements of Adjusting Sanitary Manhole.

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Coon Valley Farms Telephone Co (Communication Line)

Coon Valley Farmers Telephone Co has existing underground fiber optic that runs north along the west side of STH 35 from the beginning of the project and turns and heads east to cross STH 35 at Station 651+40 and then turns to head north along the east side of STH 35 until the north side of Old Town Hall Road.

Coon Valley Farms Telephone Co has underground fiber optic facilities in the project area that directly conflict with the project improvements. The following work will be performed by Coon Valley Farms Telephone Co forces prior to construction: New underground fiber optic will be installed along the west side of STH 35 at the back of the right-of-way from the beginning of the project and crossing under Sunnyside Drive between the center island and the splitter island at a depth no shallower than 15-feet and continuing north along the west side of STH 35 to Station 661+00 where it turns and heads east under STH 35in a joint directional drill with Charter to a new handhole that intercepts the existing buried fiber optic on the east side of STH 35.

Work planned prior to construction is anticipated to begin in March 2022 and will take approximately 3 working days to complete.

Coon Valley Farms Telephone Company plans to discontinue in place the following existing facilities in the project limits: existing underground fiber optic along the west side of STH 35 from the beginning of the project to Station 655+50 where it crosses under STH 35 and continues north along the east side of STH 35 until Station 661+00 where it is intercepted by a new handhole.

Dairyland Power Cooperative (Communication Line)

Dairyland Power Cooperative has existing underground fiber optic facilities along the east side of the project starting at the end of the project and running south crossing USH 14 at Station 147+25 and then continues east along the south side of USH 14 to the end of the construction area.

Dairyland Power Cooperative had existing underground fiber optic facilities in the project area that directly conflicted with the project improvements. The following work has been performed by Dairyland Power Cooperative forces: existing handhole at Station 681+96 was relocated 30' north to Station 682+26 and new fiber was directionally bored to the west under STH 35 to a point 3' from the R/W and a new handhole was installed at Station 677+20. From the new handhole, Dairyland Power Cooperative forces bore south to Station 665+00 and then they bore to the east under STH 35 at a depth of 8' to approximately 3' from the R/W to a new handhole at Station 147+24 and then continued east, 3' from the R/W to the existing power on Brickyard Lane to a new handhole by the existing power tub on Fireclay Court. From here the Dairyland Power Cooperative forces continued boring east, 3' from existing R/W to new handhole at 75' from USH 14 centerline at Station 171+54 and then continued east to existing handhole at Station 179+70.

Dairyland Power Cooperative discontinued in place the following existing facilities in the project limits: existing BFO-96 fiber optic starting at Station 682+02 south to Station 665+00 and then east to Station 173+49.

La Crosse Water Utility (Water)

La Crosse Water Utility has an existing underground watermain under the east leg of Sunnyside Drive including three laterals within the project area.

La Crosse Water Utility has an existing underground watermain under Riverview Drive that crosses STH 35 at Station 655+20 with two laterals within the project area.

La Crosse Water Utility has an existing underground watermain that runs north along the east side of STH 35 from Riverview Drive to Old Town Hall Road and then turns and heads east along Old Town Hall Road with four laterals within the project area.

La Crosse Water Utility has an existing underground watermain that runs north along the east side of STH 35 from Station 663+00 to the end of the project with two laterals within the project area.

La Crosse Water Utility has an existing underground watermain under Calvert Road crossing STH 35 at Station 677+30.

La Crosse Water Utility has existing underground water facilities in the project area that directly conflict with the project improvements. The following work will be performed by the contractor as part of the project: Construct watermain at Sunnyside Drive as shown in the plans and in the bid items for this project. Adjust water manholes and water valves to match the finished elevation. Perform this work in

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accordance with the requirements of Adjusting Water Valve Manhole and Adjusting Water Valve Box respectively.

Mediacom WI (Communication Line)

Mediacom WI has an existing underground fiber optic line that runs north along the west side of STH 35 from the beginning of the project to Station 662+10 where it turns and heads east across STH 35 and continues north along the east side of STH 35 until the intersection with USH 14 where it turns and heads east along the south side of USH 14 to Station 161+20.

Mediacom WI had underground fiber optic facilities in the project area that directly conflicted with the project improvements. The following work was performed by Mediacom WI forces: existing underground fiber optic facility located along the south side of USH 14 was exposed near Station 146+00 and a new vault installed. From here, Mediacom WI forces directional bore to the east at a depth of approximately 48 to 60-inches ending at Station 170+00 where a new vault was installed to intercept the existing fiber optic line.

Mediacom WI has discontinued in place the following facilities in the project limits: Existing .5" diameter single fiber optic between Station 146+00 and Station 162+00.

Vernon Electric Coop (Electricity)

Vernon Electric Coop has an existing underground electric facility along the south side of Brickyard Lane that runs east to Fireclay Court where it turns and heads northeast across the intersection of Fireclay Court and Brickyard Lane continuing north and east along the south side of USH 14.

Vernon Electric Coop has an existing overhead electric facility that crosses over USH 14 at Station 164+85.

Vernon Electric Coop has existing underground electric facilities in the project area that directly conflict with the project improvements. The following work will be performed by Vernon Electric Coop during construction: the existing light pole at the corner of USH 14 and Fireclay Court will be relocated behind the new curb and gutter. The contractor shall notify Vernon Electric Coop 10 working days prior to the start of Stage 3. The work will take 3 to 4 working days to complete.

Xcel Energy (Electricity)

Xcel Energy has an existing overhead electric facility along the east side of STH 35 from the beginning of the project north to USH 14 where it turns and heads east along the south side of USH 14 to Station 150+00.

Xcel Energy has an existing underground facility along the south side of Sunnyside Drive crossing STH 35 at Station 651+60.

Xcel Energy has an existing overhead electric facility along the north side of Riverview Drive which crosses over STH 35 at Station 654+80.

Xcel Energy has an existing overhead electric facility crossing over STH 35 at Old Town Hall Road at Station 659+20.

Xcel Energy has an existing overhead electric facility that runs along the south side of Calvert Road. At the intersection with STH 35, it splits into two separate facilities crossing STH 35 at Station 676+35 and Station 676+90. From here, the northern most electric facility drops to an underground feed that continues north along the east side of STH 35 to the corner of STH 35 and Garner Place where it reconnects to the overhead facilities that come in from the east along the south side of Garner Place and turn and head north along the east side of STH 35 to the end of the project.

Xcel Energy has an existing underground electric facility along the south side of Brickyard Lane from Station 150+75 to the southwest corner of the intersection of Brickyard Lane and Fireclay Court where it turns and heads northeast across the intersection and continues east along the north side of Brickyard Lane as well as north along the east side of Fireclay Court until USH 14 where it heads northeast crossing under USH 14 at Station 164+20.

Xcel Energy has underground and aerial facilities in the project area that directly conflict with the project improvements. The following work will be performed by Xcel Energy forces prior to construction: Xcel Energy forces will relocate the pole in the SE quadrant of STH 35 and Riverview Drive, the pole in the SW quadrant of STH 35 and Calvert Road, the poles in the SE and NE quadrants of STH 35 and Sunnyside Drive and four poles along the east side of STH 35 between the intersections of Riverview Drive and Old

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Town Hall Road to be behind the sidewalk. Xcel Energy forces will also relocate the pole in the SE quadrant of STH 35 and Garner Place behind the new curb.

Work planned prior to construction is anticipated to begin in January 2022 and will take approximately 15 working days to complete.

Xcel Energy (Gas/Petroleum)

Xcel Energy has an existing underground gas main along the south side of the west leg of Sunnyside Drive as well as under the centerline of the east leg of Sunnyside Drive. In addition, there is an existing underground gas main along the south side of Sunnyside Drive crossing under STH 35 at Station 652+20 NB.

Xcel Energy has an existing underground gas main under Riverview Drive that stops short of STH 35.

Xcel Energy has an existing underground gas main that runs along the north side of Old Town Hall Road and crosses under STH 35 at Station 659+40 and continues northwest running parallel to STH 35 to Station 681+40 where it turns and heads east crossing under STH 35 and continues east along the south side of Garner Place.

Xcel Energy has an existing underground gas main that crosses under STH 35 at Station 675+90 and continues north along the east side of STH 35 until the end of the project.

Xcel Energy has an existing underground gas main that runs east along the south side of USH 14 from Station 149+00 and continues east along the south side of Brickyard Lane. The gas main then runs northeast across the intersection of Brickyard Lane and Fireclay Court where it continues east along the north side of Brickyard Lane and then turns to head north across USH 14 at Station 164+80.

Xcel Energy has underground gas facilities in the project area that directly conflict with the project improvements. The following work will be performed by Xcel Energy forces prior to construction: Xcel Energy forces will install the following:

- New 2-inch PE main starting at the northeast corner of Sunnyside Drive 3-ft behind the back of curb at Station 659+95NB west to the service tee at 4005 Sunnyside Drive and continuing about 10 to 15-feet north of the existing main and ending near the west project limits.
- · New 6-inch PE main crossing under STH 35 at Station 659+95 at a depth of 7-feet.
- New 2-inch PE at the northeast corner of Old Town Hall Road and Robil Court behind the curb & gutter and existing catch basin.
- New 2-inch PE main starting at Fireclay Court and continuing north along the east side of Fireclay Court and under USH 14/61 at Station 163+50 and continuing east along the north side of USH 14/61 to intercept the existing gas service crossing at Station 164+80.

Sunnyside Drive relocation to be completed prior to the start of Stage 2A with anticipated construction date of 05/09/2022. Duration of relocation for this location will be 5 working days beginning on 05/02/2022.

Old Town Hall Road relocation to be completed prior to the start of Stage 3 with anticipated construction date of 07/18/2022. Duration of relocation for this location will be 3 weeks beginning immediately after completing the relocation work at Sunnyside Drive.

Fireclay Court relocation to be completed prior to the start of Stage 3 with anticipated construction date of 07/18/2022. Duration of relocation for this location will be 3 weeks beginning immediately after completing the relocation work at Old Town Hall Road.

Xcel Energy requests a "watch dog" for excavation work along Highway 14/61 near the existing gas facilities.

Xcel Energy plans to discontinue in place the following existing facilities in the project limits:

- Existing gas main crossing under STH 35 at Sunnyside Drive (near Station 652+60),
- Existing gas main crossing under STH 35 at Old Town Hall Road (near Station 659+40) and turning and heading north along the western STH 35 right-of-way,
- · Existing gas main crossing under STH 35 at Station 660+10,
- · Existing gas main at northeast corner of Robil Court and Old Town Hall Road, and
- Existing ¾-inch steel gas service crossing under USH 14/61 for a farm tap at Station 164+80.

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7. Municipality Acceptance of Sanitary Sewer, Storm Sewer and Water Main Construction.

The City of La Crosse personnel will inspect construction of sanitary sewer and water main under this contract. Final acceptance of the sanitary sewer and water main construction will be by the City of La Crosse.

The City of La Crosse and WisDOT personnel will inspect construction of storm sewer under this contract. Final acceptance of the storm sewer construction will be by the City of La Crosse and WisDOT. stp-105-001 (20140630)

8. General Requirements for Sanitary Sewer, Storm Sewer and Water.

The sanitary sewer, storm sewer and water work under this contract shall be performed according to the requirements of these special provisions and the "City of La Crosse Standard Specifications and Procedures (revised February 2021)". 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.

A copy of these city specifications is available on the city's website and can be downloaded using the following link:

https://www.cityoflacrosse.org/your-government/departments/engineering/specifications

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Valerie Guider at (608) 789-6303. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

10. Notice to Contractor – Historic Resources.

Chambers-Markle Farmstead

The Chambers-Markle Farmstead is located at 6104 STH 35 and is listed on the National Register of Historic Places. A determination of no adverse effect (DNAE) was completed for project impacts. Wisconsin Historical Society (WHS) concurred with the minimization efforts that are proposed in front of the farmstead and within the historic boundary.

Minimization efforts in front of the farmstead buildings as shown in the plan include:

- Reduce the proposed raised median width from 20' to 11'.
- Reduce the shared-use path width from 10' to 8'.
- Reduce the terrace width from 5' to 3'.
- Remove the existing railing which is currently parallel to the Chambers-Markle Farmstead's eastern boundary, resulting in less visual diminishment to the historic buildings.
- Types of permanent signs and placement of signs along the west side of STH 35 between Sunnyside Drive and USH 14/61 in front of the Chambers-Markle Farmstead were also coordinated with WHS. Contact the construction engineer to discuss any changes to sign types or sign placement.

Additional minimization efforts within the farmstead historic boundary in the southwest corner of the Sunnyside Drive and STH 35 intersection as shown in the plan include:

- Install a new retaining wall with varying height from 1' to 4.53' one foot from the back of the proposed sidewalk.

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Install decorative black railing on top of the new retaining wall since the wall is over one foot tall.

11. Notice to Contractor – Transportation Project Plat.

Affidavit of Correction

An Affidavit of Correction was recorded on 11/3/2021 at the La Crosse County Register of Deeds for Transportation Project Plat (TPP) sheet 5163-07-20-4.03, Document 1764763. A copy of the Affidavit of Correction is available from Valerie Guider, (608) 789-6303.

12. Public Convenience and Safety.

Replace standard spec 107.8 (4) with the following:

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

La Crosse County Sheriff's Department

Wisconsin State Patrol

City of La Crosse Police Department

Town of Shelby

City of La Crosse

La Crosse School District

La Crosse Post Office

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

13. Removing Modular Block Gravity Wall, STA 654+77'EX', LT, Item 204.9090.S.01; Removing Modular Block Gravity Wall, STA 655+79'EX', LT, Item 204.9090.S.02; Removing Modular Block Gravity Wall, STA 662+56'EX', LT, Item 204.9090.S.03; Removing Modular Block Gravity Wall, STA 664+82'EX', LT, Item 204.9090.S.04; Removing Modular Block Gravity Wall, STA 667+33'EX', LT, Item 204.9090.S.05; Removing Modular Block Gravity Wall, STA 671+78'EX', LT, Item 204.9090.S.06.

A Description

This special provision describes removing modular block gravity walls conforming to standard spec 204.

- B (Vacant)
- C (Vacant)

D Measurement

The department will measure Removing Modular Block Gravity Wall (location) in linear feet, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Modular Block Gravity Wall, STA 654+77'EX', LT	LF
204.9090.S.02	Removing Modular Block Gravity Wall, STA 655+79'EX', LT	LF
204.9090.S.03	Removing Modular Block Gravity Wall, STA 662+56'EX', LT	LF
204.9090.S.04	Removing Modular Block Gravity Wall, STA 664+82'EX', LT	LF
204.9090.S.05	Removing Modular Block Gravity Wall, STA 667+33'EX', LT	LF
204.9090.S.06	Removing Modular Block Gravity Wall, STA 671+78'EX', LT	LF

stp-204-025 (20150630)

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14. Removing Protective Railing, Item 204.9090.S.07.

A Description

This special provision describes removing protective railing conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Protective Railing, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9090.S.07Removing Protective RailingLF

15. Base Aggregate Dense 3/4-Inch, Item 305.0110.

Add the following to standard spec 301.2.4.3:

Furnish only aggregate classified as crushed stone for Dense 3/4-Inch when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.

swr-305-001 (20170711)

stp-204-025 (20150630)

16. Concrete Staining R-32-0080, Item 517.1010.S.

A Description

This special provision describes providing a two coat concrete stain on the exposed concrete surfaces of structures as the plans show.

B Materials

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement: Tri-Mix by TK Products

Thoroseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied according to manufacturer's recommendations:

Acrylic Bonding Admixture: TK-225 by TK Products

Achro 60 by Thoro Products
Achro Set by Master Builders

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces, consisting of a base coat and a pigmented sealer finish coat. Use the following products, or equal as approved by the department, as part of the two coat finish system:

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Tri-Sheen Concrete Surfacer, Smooth by TK Products

Tri-Sheen Acrylic by TK Products

TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products

Safe-Cure & Seal EPX by Chem Masters

H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials according to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining.

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish as specified in standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

Apply the concrete stain according to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the stain shall be as given on the plan. Tint the base coat to match the finish coat; the two coats shall be compatible with each other.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

C.4 Test Areas

Before applying stain to the structure, apply the stain to sample panels measuring a minimum of 48 inches x 48 inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between the stones produced by the form liner if applicable. Do not apply stain to the structure until the department approves the test panels.

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

The department will measure Concrete Staining R-32-0080 in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 517.1010.S Concrete Staining R-32-0080 SF

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Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels.

stp-517-110 (20140630)

17. Concrete Staining Multi-Color R-32-079, Item 517.1015.S.01; Concrete Staining Multi-Color R-32-080, Item 517.1015.S.02.

A Description

This special provision describes providing a multi-color concrete stain on the exposed concrete surfaces of the structure as the plan details show.

B Materials

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement: Tri-Mix by TK Products

Thoroseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied according to manufacturer's recommendations:

Acrylic Bonding Admixture: TK-225 by TK Products

Achro 60 by Thoro Products
Achro Set by Master Builders

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces. Use the following products, or equal as approved by the department:

Tri-Sheen Concrete Surfacer, Smooth by TK Products

Tri-Sheen Acrylic by TK Products

TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products

Safe-Cure & Seal EPX by Chem Masters

H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

The color of the staining shall produce a multi-color effect that consists of multiple colors replicating varying natural stone coloration.

Provide a stain color scheme to replicate the appearance of the exposed natural sandstone located along USH 14 within the project limits.

Obtain approval of the staining test sample panels from the department.

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials according to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining.

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish as specified in standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a

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3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

Apply the concrete stain according to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

C.4 Test Areas

Before applying stain to the structure, apply the stain to sample panels measuring a minimum of 48 inches x 48 inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining. Submit color samples to the department before staining the sample panels. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between stones produced by the form liner. Do not apply stain to the structure until the department approves the test panels.

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

The department will measure Concrete Staining Multi-Color R-32-0079 and Concrete Staining Multi-Color R-32-0080 in area by the square foot of surface, as shown on the plans.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1015.S.01	Concrete Staining Multi-Color R-32-079	SF
517.1015.S.02	Concrete Staining Multi-Color R-32-080	SF

Payment is full compensation for furnishing and applying the coloring system; for preparing the concrete surface; and for constructing and staining the sample panels.

18. Manholes 4-FT, 5-FT, 6-FT, 8-FT Diameter.

This work shall be according to the pertinent provisions of standard spec 611, the pertinent provisions of the "City of La Crosse Standard Specifications and Procedures for the Construction of Sewers (revised February 2021)", and as shown on the plans.

19. Stone Ditch Checks, Item 628.7515.S.

A Description

This special provision describes furnishing, installing, maintaining, and removing stone ditch checks, either temporary or permanent, as the plans show or as the engineer directs.

B Materials

Furnish materials conforming to the requirements for Riprap Extra Light according to standard spec 606.2.1.

C Construction

Place stone ditch checks immediately after shaping of the ditches is completed. Place stone ditch checks perpendicular to the direction of flow. Construct according to the plan details.

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During construction, maintain stone ditch checks by removing sediment whenever it accumulates to one half of the original ditch check height. Remove all accumulated sediment prior to final stabilization.

For temporary installations, remove all materials incorporated into the work when directed by the engineer. Restore areas with topsoil, seed, fertilizer, and other erosion control items as directed by the engineer.

D Measurement

The department will measure Stone Ditch Checks by the cubic yard of material, 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 628.7515.S Stone Ditch Checks CY

Payment is full compensation for excavating, furnishing, placing, and shaping Stone Ditch Checks.

Removal of sediment and removal of temporary stone ditch checks will be paid under the Excavation Common bid item by multiplying the measured removal quantity by a factor of ten.

The department will pay separately for restoration and erosion control items under the appropriate contract bid items.

The department will pay separately for Geotextile Type R fabric.

stp-628-050 (20210708)

20. Removing Signs Type II, Item 638.2602.

Replace standard spec 638.3.4(2) with the following:

(2) Signs shall remain property of the department. Deliver signs to pick one depending on project location: 3550 Mormon Coulee Road, La Crosse. Contact pick one depending on project location: Iver Peterson at (608) 785-9060 to coordinate the delivery. Separate the signs by plywood and aluminum and palletize them so they can be unloaded using a forklift. This work will be considered incidental to the bid item "Removing Signs Type II".

swr-638-001 (20141114)

21. Nighttime Work Lighting-Stationary.

A Description

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

B (Vacant)

C Construction

C.1 General

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

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

- 1. Layout, including location of portable lighting lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
- 2. Specifications, brochures, and technical data of all lighting equipment to be used.
- 3. The details on how the luminaires will be attached.
- 4. Electrical power source information.
- 5. Details on the louvers, shields, or methods to be employed to reduce glare.

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- 6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
- 7. Detail information on any other auxiliary equipment.

C.2 Portable Lighting

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

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

C.3 Light Level and Uniformity

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

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

C.4 Glare Control

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

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

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

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

C.5 Continuous Operation

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

D (Vacant)

E Payment

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

stp-643-010 (20100709)

22. Temporary Traffic Signal for Intersections (USH 14 & STH 35), Item 661.0200.

Replace standard spec 661.2.1 (1) with the following:

(1) Furnish control cabinet and control equipment. The department will supply, maintain, and install a signal controller, cellular modem, and ethernet switch to establish remote communication to the signal controller and vehicle detection system. The video detection will be installed and maintained by the department and placed on the contractor installed poles and span wires. The cabinet must be equipped with a 6-circuit Isotel independent of the GFI receptacles. 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

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to the engineer and law enforcement agencies as required. Test traffic signal control cabinets before installation. The department will provide the signal controller with the initial traffic signal timing, and the department will be responsible for all subsequent signal timing changes.

Replace standard spec 661.2.1 (2) as follows:

(2) Furnish a NEMA monitor for the controller. Test the monitor with an automated programmed testing system. Test annually if used for more than one year. This test verifies that the monitor complies with the intersection requirements. Attach a copy of the monitor test report to the monitor and provide a copy to the department.

Replace standard spec 661.2.1 (5) with the following:

(5) Control equipment or controller equipment is defined as anything inside the control cabinet excluding the department furnished signal controller, cellular modem, and ethernet switch.

Replace standard spec 661.3.2.7 (2) with the following:

(2) Respond within one hour of notification to provide corrective action to any emergency such as but not limited to knockdowns, signal cable problems, and controller equipment failures. If equipment becomes damaged or faulty beyond repair, replace it within one working day. In order to fulfill this requirement, maintain, in stock, sufficient materials and equipment to provide repairs. Replace the traffic signal control equipment including the cabinet and cabinet accessories within 4 hours. If the outcome of the response identifies damage to the department furnished signal controller, notify the Traffic Management Center at (800) 375-7302 who will then dispatch the SW Region Electrical Field Unit.

23. Temporary Detectable Warning Field, Item SPV.0045.01.

A Description

This special provision describes providing, maintaining, and removing temporary detectable warning fields.

B Materials

Furnish yellow detectable warning fields conforming to Americans with Disabilities Act Accessibility Guidelines. Use either an engineer-approved surface-applied type or cast iron from the department's approved products list.

C Construction

Provide and maintain temporary detectable warning fields, throughout the project duration.

Remove and dispose temporary curb detectable warning fields when no longer required. Repair damage done during removal as the engineer directs.

D Measurement

The department will measure temporary detectable warning fields by the calendar day, acceptably completed, measured only on days when not obstructed by construction operations.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0045.01Temporary Detectable Warning FieldDAY

Payment is full compensation for providing, maintaining, and removing temporary detectable warning fields.

24. Temporary Pipe Connection, Item SPV.0060.01.

A Description

This special provision describes installing temporary pipe connections between existing storm sewer pipe and newly installed storm sewer pipe during staged construction operations.

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B Materials

Furnish a flexible pipe that will allow a temporary connection between existing storm sewer pipe and new storm sewer pipe at different elevations as shown in the plans. The temporary pipe size shall be large enough to allow the existing storm sewer pipe to fit inside the temporary pipe as shown in the plans.

Provide base aggregate dense 1 1/4-inch in conformance with standard spec 305 or clean fill as necessary for backfilling.

C Construction

At the locations where temporary pipe connections are needed, remove the existing storm sewer to the staging limits.

Connect the temporary pipe over the existing storm sewer pipe and/or inside the newly installed storm sewer pipe by means of slitting the ends of the pipe. Pumping may be required to move water through the system.

D Measurement

The department shall measure Temporary Pipe Connection 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.0060.01

Temporary Pipe Connection

EACH

Payment is full compensation for sawing the existing pipe; furnishing and installing the temporary pipe; excavating and backfilling; and pumping.

25. Removing Lighting Units, Item SPV.0060.02.

A Description

This special provision describes removing and disposing of or salvaging existing lighting units (by assembly) according to the pertinent provisions of standard spec 204 and as hereinafter provided. Items included under this bid item include transformer bases, lighting poles, luminaire arms, and lighting LED units

B Materials

The contractor shall supply any incidental materials required to complete the work described in this special provision.

C Construction

Arrange for the de-energizing of the lighting system with the Region Electrical Field Unit by contacting the DOT on-call electrician at (608) 785-9080 at least five working days prior to the removal of each lighting unit.

Carefully disconnect and remove lighting assembly and cabling.

Carefully stockpile the LED luminaires and LED ballasts at a location approved by the engineer. Contact the WisDOT Electrical Field Unit, (608) 785-9080, to schedule pick up.

Dispose of all other lighting equipment, including lighting poles, lighting arms, cables, and wiring in an environmentally safe manner

D Measurement

The department shall measure Removing Lighting Units 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 NUMBERDESCRIPTIONUNITSPV.0060.02Removing Lighting UnitsEACH

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Payment is full compensation for removing and disposing of each lighting unit, salvaging and stockpiling the LED luminaires and LED ballasts, as well as any incidental materials required for removal.

26. Inlet Covers Flat Temporary, Item SPV.0060.03.

A Description

This special provision describes furnishing, installing, adjusting and removing temporary inlet covers on storm sewer structures at locations shown in the plans.

B Materials

Furnish inlet covers per the pertinent requirements of standard spec 611. Provide open grates for drainage, traversable by vehicle and bicycle traffic, and rated for traffic loading.

C Construction

Remove the inlet or manhole cover and place the temporary inlet cover on the structure with the necessary adjustments per standard spec 611. Adjust and set the grade of the inlet cover to meet the final surface of the temporary pavement for traffic lanes. Bolt inlet covers placed within lanes open to traffic to the inlet or inlet frame.

Remove the temporary inlet cover once no longer needed in the temporary traffic lanes.

D Measurement

The department will measure Inlet Covers, Flat, Temporary as each individual temporary flat inlet cover, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.03Inlet Covers Flat TemporaryEACH

Payment is full compensation for furnishing temporary inlet covers, including frames, grates or lids; for furnishing all necessary bolting; and for furnishing all other required materials and for installing, adjusting, and removing each cover. Upon removal, the temporary inlet cover becomes the property of the contractor.

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27. Concrete Base Railing, Item SPV.0060.04.

A Description

This special provision describes constructing bases for Railing Steel Pedestrian, erected under standard spec 513, including necessary hardware, as shown on the plans, according to standard spec 654, and as hereinafter provided.

B Materials

Furnish bar steel reinforcement conforming to standard spec 505.2.4.

Furnish concrete conforming to standard spec 531.2.1.

C Construction

Construct drilled shaft concrete bases conforming to standard spec 531.3.

D Measurement

The department will measure Concrete Base Railing 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 NUMBERDESCRIPTIONUNITSPV.0060.04.Concrete Base RailingEACH

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Payment for the Bases bid items is full compensation for providing concrete bases; for anchor templates, rods, nuts, and washers; for bar steel reinforcement; and for drilling and backfilling.

28. Remove Water Valve Manhole, Item SPV.0060.05.

A Description

This item of work will consist of removing existing brick/block water valve manholes as directed by the engineer, and as hereinafter provided.

B (Vacant)

C Construction

Work under this item shall be according to the standard specifications for City of La Crosse Standard Specifications and Procedures (revised February 2021).

D Measurement

The department will measure Remove Water Valve Manhole by each removed manhole, 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

Removing Water Valve Manholes

EACH

Payment is full compensation for excavating, removing and disposing of brick/block manhole materials.

29. Remove Hydrant, Item SPV.0060.06.

A Description

This work consists of removing existing hydrant including excavating, backfill and compaction, all according to the requirements of the plans, the standard specifications and the City of La Crosse Standard Specifications and Procedures for Water Construction.

B (Vacant)

C Construction

Work under this item shall be according to the standard specifications for City of La Crosse Standard Specifications and Procedures (revised February 2021).

D Measurement

The department will measure Remove Hydrant, by each hydrant, removed acceptably and completely.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.06

Remove Hydrant

EACH

Payment is full compensation for excavating, removing and disposing of the hydrant and associated materials.

30. Adjusting Water Valve Manhole, Item SPV.0060.07.

A Description

This work consists of adjusting water valve manholes to match proposed pavement grade. Due to elevation adjustments in excess of 1-foot this work may be accomplished by adding or removing concrete manhole tops, precast manhole extensions and adjustment rings. Work also includes installing a new casting for each manhole. The manhole casting shall meet the standard specifications and the City of La Crosse Standard Specifications and Procedures (revised February 2021).

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B Materials

New manhole castings will be supplied by the City of La Crosse.

Adjustment to be of pre-cast concrete rings with butyl gaskets (rope) between rings and mortar between casting and top ring only. (3/4" mortar max.)

C Construction

Use construction methods according to standard spec 611.3 and the City of La Crosse Standard Specifications and Procedures (revised February 2021).

Contractor to field verify existing manholes prior to adjustment.

Prior to adjustment a representative from the City of La Crosse's Water Utility Department should be contacted in order to evaluate all structure covers to be adjusted to determine if covers and manhole castings need replacement. The city shall be contacted a minimum of three businesses days prior to pavement removal operations for their onsite evaluation.

City contact: Water

Mark Graff (608) 797-2335

D Measurement

The department will measure Adjusting Water Valve Manholes per each manhole installed, 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 Adjusting Water Valve Manhole EACH

Payment is full compensation according to standard spec 611.5.

31. Adjusting Sanitary Manhole, Item SPV.0060.08.

A Description

This work consists of adjusting sanitary manholes to match proposed pavement grades by adding or removing adjustment rings and installing a new casting for each manhole. The manhole casting shall meet the standard specifications and the City of La Crosse Standard Specifications and Procedures (revised February 2021).

B Materials

New manhole castings will be supplied by the City of La Crosse.

Adjustment to be of pre-cast concrete rings with butyl gaskets (rope) between rings and mortar between casting and top ring only. (3/4" mortar max.)

C Construction

Use construction methods according to standard spec 611.3 and the City of La Crosse Standard Specifications and Procedures (revised February 2021).

Prior and during removal, a representative from the City of La Crosse's Sewer Department should be contacted in order to evaluate all structure covers to be adjusted to determine if covers and manhole castings need replacement. The city shall be contacted a minimum of three businesses days prior to pavement removal operations for their onsite evaluation.

City contact: Sanitary

Steve Asp (608) 790-2372

D Measurement

The department will measure Adjusting Sanitary Manholes per each manhole installed, acceptably completed.

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E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.08

Adjusting Sanitary Manhole

EACH

Payment is full compensation according to standard spec 611.5.

32. Adjusting Water Valve Box, Item SPV.0060.09.

A Description

This work consists of adjusting water main valve boxes to match proposed pavement grades by furnishing and installing a new road box for each valve. The road box shall meet the standard specifications and the City of La Crosse Standard Specifications and Procedures (revised February 2021).

B Materials

All water main materials shall conform to the AWWA Specifications latest designation specifications.

City to provide any new valve box top sections, covers, and manhole castings.

C Construction

Adjusting Water Valves to include a new road box furnished, installed according to City of La Crosse Standard Specifications and Procedures. Road boxes must be inspected before backfill.

Prior and during removal, a representative from the City of La Crosse's Water Utility Department should be contacted in order to evaluate all structure covers to be adjusted to determine if Valve Box top sections, covers and manhole castings need replacement. The city shall be contacted a minimum of three businesses days prior to pavement removal operations for their onsite evaluation.

City contact: Water

Mark Graff (608) 797-2335

D Measurement

The department will measure Adjusting Water Valves per each road box furnished and installed, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.09

Adjusting Water Valve Box

EACH

Payment is full compensation for adjustment of valve box elevations to match flush with sidewalk, pavement, or finished grades within the work area.

33. Install Water Valve Box, Item SPV.0060.10.

A Description

This work consists of installing and adjusting water main valve boxes to match proposed pavement grades by furnishing and installing a new road box for each existing valve. The road box shall meet the standard specifications and the City of La Crosse Standard Specifications and Procedures (revised February 2021).

B Materials

All water main materials shall conform to the AWWA Specifications latest designation specifications.

C Construction

Installing Water Valve Boxes to include a new road box furnished, installed according to City of La Crosse Standard Specifications and Procedures. Road boxes must be inspected before backfill.

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Prior and during removal, a representative from the City of La Crosse's Water Utility Department should be contacted in order to evaluate all structure covers to be adjusted to determine if Valve Box top sections, covers and manhole castings need replacement. The city shall be contacted a minimum of three businesses days prior to pavement removal operations for their onsite evaluation.

City contact: Water

Mark Graff (608) 797-2335

D Measurement

The department will measure Adjusting Water Valves per each road box furnished and installed, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.10Install Water Valve BoxEACH

Payment is full compensation for installation and adjustment of water valve box elevations to match flush with sidewalk, payement, or finished grades within the work area.

34. Water Valves, Item SPV.0060.11.

A Description

This work consists of furnishing and installing water main valves at location shown in the plans. The water valve shall meet the standard specifications and the City of La Crosse Standard Specifications and Procedures (revised February 2021).

B Materials

All water main materials shall conform to the AWWA Specifications latest designation specifications.

C Construction

Water Valves to include a new road box furnished, installed according to City of La Crosse Standard Specifications and Procedures. Road boxes must be inspected before backfill.

The city shall be contacted a minimum of three businesses days prior to installation operations for their onsite evaluation.

City contact: Water

Mark Graff (608) 797-2335

D Measurement

The department will measure Water Valves per each road box furnished and installed, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.11Water ValvesEACH

Payment is full compensation for furnishing and installing of valve box per plans and specifications subject to the City of La Crosse and the engineer's approval.

35. Install Hydrant, Item SPV.0060.12.

A Description

This work consists of installing new fire hydrants including excavating, setting new hydrants, stone drain material, joint restraint, connection of hydrant to hydrant lead including fittings, backfill and compaction, all

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according to the requirements of the plans, the standard specifications and the City of La Crosse Standard Specifications and Procedures for Water Construction.

B Materials

All water main materials shall conform to the AWWA Specifications latest designation specifications.

Approved hydrant manufacturer is Waterous Pacer or an approved equal.

Mechanical joint restraint shall be installed at the hydrant and included in the cost bid for hydrants. Joint restraints shall be Meg A Lug wedge action type joint restraints manufactured by EBBA Iron Sales or an approved equal.

C Construction

Hydrant shall be installed, and tested accordance with City of La Crosse Standard Specifications and Procedures. Hydrants must be inspected before backfill.

D Measurement

The department will measure Install Hydrant by each hydrant installed and tested, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.12Install HydrantEACH

Payment is full compensation for installing hydrant and all work and materials including hydrant, back filling, mechanical joints, and adjustment of hydrant elevations to meet minimum height above sidewalk, pavement, or finished grades within the work area.

36. Connect to Existing Water Main, Item SPV.0060.13.

A Description

This work includes locating existing water main, verifying size and material of existing water main, dewater water main, and cutting of existing water main. Work under this item shall be according to the City of La Crosse Standard Specifications and Procedures (revised February 2021) for all water main construction, except as modified in these special provisions.

B Materials

Provide water main pipe, gaskets, fittings conforming to the following AWWA Specifications latest edition and as stated in the City of La Crosse Standard Specifications and Procedures (revised February 2021).

C Construction

Isolate segment of pipe to be cut and drain water from line. Connect sleeve assembly or appropriate fitting assembly to pipe ends. Construct water main conforming to the City of La Crosse Standard Specifications and Procedures (revised February 2021).

D Measurement

The department will measure Connecting to Existing Water Main as each individual connection, 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.0060.13

Connect to Existing Water Main

EACH

Payment for the Water Main Service items is full compensation for providing and installing items; construction staking; for excavating, except for rock excavation; for providing and removing sheeting and shoring; for constructing the foundation and backfilling; for cleaning out; and for restoring the work site.

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37. Connect to Existing Sanitary Sewer, Item SPV.0060.14.

A Description

Work under these items shall be according to the City of La Crosse Standard Specifications and Procedures (revised February 2021) for all sanitary sewer construction, except as modified in these special provisions.

B Materials

Sanitary sewer fittings and connections shall be PVC and conform to City of La Crosse Standard Specifications and Procedures (revised February 2021).

C Construction

Construction shall conform to City of La Crosse Standard Specifications and Procedures (revised February 2021). Backfill under roadway areas shall comply with Standard spec 520.3.4.1 (maximum 12-inch compacted lifts).

D Measurement

The department will measure Connecting to Existing Sanitary Sewer as each individual connection, 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.0060.14 Connect to Existing Sanitary Sewer EACH

Payment is full compensation for all labor, material, equipment, dewatering, trenching, backfilling, compaction testing, pipe testing, pressure testing, material for backfilling, disposal of surplus and unsuitable material, complete as per plans and specifications subject to the City of La Crosse Municipal Utilities and the engineer's approval.

38. Construction Staking Roundabout Sunnyside Dr, Item SPV.0060.15; Construction Staking Roundabout USH 14/61, Item SPV.0060.16.

A Description

This special provision describes providing the contractor-performed construction staking required to establish the horizontal and vertical position of the following items contained within the roundabout. The limits of this item extends to the end of the splitter islands at the roundabouts. The standard Construction Staking bid items will be used in areas outside the limits of this special provision.

- · Curb and gutter
- Curb ramps
- Subgrade
- Base
- Supplemental Control
- Slope Stakes

B (Vacant)

C Construction

Perform Construction Staking Roundabout (location) according to the pertinent provisions of standard spec 650.

D Measurement

The department will measure Construction Staking Roundabout (location) by each roundabout location, acceptably completed

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E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Construction Staking Roundabout Sunnyside Dr	EACH
SPV.0060.16	Construction Staking Roundabout USH 14/61	EACH

Payment is full compensation for Construction Staking Roundabout (location) work necessary to locate and set all construction stakes; for maintaining, relocating, and resetting construction stakes at the roundabout throughout all project stages.

The department will not make final payment for this bid item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 21 days of completing this work. The department will deduct from payments due the contractor for the additional costs specified in standard spec 105.6.

39. Remove and Salvage RRFB System, Item SPV.0060.17.

A Description

This special provision describes removing and delivering existing RRFB installation (by assembly) according to the pertinent provisions of standard spec 204 and as hereinafter provided. Items included under this bid item include pedestal bases, traffic signal standards, RRFB assemblies, and signs.

B Materials

The contractor shall supply any incidental materials required to complete the work described in this special provision.

C Construction

Carefully stockpile the complete RRFB installation at a location approved by the engineer. Place all equipment on blocks so as not to be in direct contact with the ground. Salvaged items shall be stored and protected from damage until ready for pick up by the City of La Crosse. Any damage to the salvaged materials resulting from the removal and salvaging operations shall be repaired or replaced in-kind at the contractor's expense. Contact the City of La Crosse Public Works Engineering Department, (608) 789-7505, a minimum of 5 business days prior to pick up.

This item includes coordination and incidentals necessary to remove or have removed by the City of La Crosse: street name signs and all accessories affixed to the RRFB units.

D Measurement

The department shall measure Remove and Salvage RRFB System as each unit of work, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.17

Remove and Salvage RRFB System

EACH

Payment is full compensation for removing and storage of all existing RRFB unit components.

40. Temporary Lighting STH 35/14/61 Roundabout, Item SPV.0060.18; Temporary Lighting STH 35/Sunnyside Dr Roundabout, Item SPV.0060.19.

A Description

This special provision describes furnishing, installing, adjusting, maintaining, and removing temporary lighting system. This temporary lighting system includes wood poles, guy wires, luminaires with photocell, arms, aerial cable, and temporary utility electrical service.

Work for temporary wood poles and guy wires shall be according to standard spec 661.

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B Materials

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits.

Furnish Type 4 wood poles (35-feet long), Type C LED luminaires with 6-ft arms, all necessary aerial cable and guy wires, and incidental items necessary to complete lighting connections.

C Construction

Maintain temporary lighting within the construction limits for the duration of stage 4 and until the permanent lighting system is active. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles, and maintaining continuous lighting.

- Contractor shall furnish three temporary luminaires with 6-ft arms to illuminate the curves at the intersection. Luminaires shall be Type C LED and full cutoff.
- Provide off-hours contact name(s) and phone number(s) to the La Crosse County Sheriff
 Department for repair purposes and be able to respond within 2 hours to the project site for
 knockdowns or other work that must be completed in a timely manner. All other maintenance
 needs shall be completed within 24 hours of notification.
- Arrange for all required electrical service modifications with the utility. Pay all utility company installation costs for modifications required to provide the temporary electrical service.
- Contractor shall remove temporary lighting system when permanent system is ready to be powered and used for the remainder of construction.

D Measurement

The department will measure Temporary Lighting (Location) Roundabout as each unit of work, acceptably completed.

E Payment

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

' '	,		!	•	
ITEM NUMBER	DESCRIPTION				UNIT
SPV.0060.18	Temporary Lighting STH 35/	14/61 Roundabout			EACH
SPV.0060.19	Temporary Lighting STH 35/	Sunnyside Dr Rounda	about		EACH

Payment is full compensation for furnishing, installing, adjusting, and removing wood poles, aerial cable, luminaires, arms, guy wires, maintaining lighting units, replacement of burned out lamps; replacement of knockdowns, and for furnishing and installing splice connectors and waste disposal; and for furnishing all coiling and splicing cables. Work including pulling cable and making final connections to the permanent lighting system will be paid for under the general lighting items unit price per quantity

41. Install Manhole Covers, Item SPV.0060.20; Install Inlet Covers, Item SPV.0060.21.

A Description

This special provision describes installing city-furnished manhole castings and inlet castings and lids as shown in the plans and as hereinafter provided.

B Materials

The City of La Crosse will furnish the manhole covers and inlet covers, including the castings and lids. The city will deliver the manhole covers to the project site. Contact Steve Asp, City of La Crosse Street Department, (608) 789-7324, at least 2 weeks prior to needing the manhole and inlet covers.

C Construction

Install the city-furnished manhole covers and inlet covers according to the appropriate requirements of standard spec 611.3.

D Measurement

The department will measure Install Manhole Covers and Install Inlet Covers as each individual cover, acceptably completed.

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E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.20 Install Manhole Covers EACH SPV.0060.21 Install Inlet Covers EACH

Payment is full compensation for removing and salvaging the existing covers; for hauling, installing and adjusting the manhole and inlet covers; and for providing the mortar and necessary material for adjusting; Old covers removed remain the municipality's property.

42. Catch Basins 4-FT Diameter, Special, Item SPV.0060.22.

A Description

This special provision describes providing Catch Basins 4-FT Diameter, Special, according to the pertinent provisions of the "City of La Crosse Standard Specifications and Procedures for the Construction of Sewers (revised February 2021)", and as shown on the plans.

B Materials

Furnish concrete catch basins according to standard spec 611.2.

C Construction

Install according to the City of La Crosse Standard Specifications and Procedures, and as shown on the plans.

D Measurement

The department will measure Catch Basins 4-FT Diameter, Special, as each individual catch basin, 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

Catch Basins 4-FT Diameter Special

EACH

Payment is full compensation according to standard spec 611.5.

43. Storm Sewer Pipe PVC 6-Inch, Item SPV.0090.01.

A Description

This special provision describes PVC storm sewer pipe used to connect to the existing storm sewer structure that services an adjacent commercial property.

B Materials

Furnish 6-Inch poly vinyl chloride pipe schedule 40 conforming to ASTM D1785 or ASTM 2665.

Furnish poly vinyl chloride pipe solvent and cleaner application conforming to ASTM D2855.

C Construction

All pipe joints for 6-Inch pipe shall be glued.

D Measurement

The department will measure Storm Sewer Pipe PVC 6-Inch by the linear foot according to standard spec 608.4.1 (1), acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.01Storm Sewer Pipe PVC 6-InchLF

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Payment is full compensation for all required labor and materials, excavation, backfill, and installation of storm sewer pipe.

44. Remove Water Main, Item SPV.0090.02.

A Description

This special provision describes removing and disposing of designated water main pipe as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Do not remove existing pipe until it is properly isolated from the distribution system.

Excavate as required to expose pipe to be removed. Remove pipe from ground and legally dispose of it. Dispose of any remaining water main in pipe according to WDNR requirements for removal and disposal of such contents.

Backfill as specified for trenches, holes, and pits in standard spec 204.3.1.2.

D Measurement

The department will measure Removing Water Main by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.02Remove Water MainLF

Payment is full compensation for removing and disposing of pipe including excavation, dewatering, backfilling, and compaction. Valves, reducers, caps, tees, bends and crosses will not be paid for removal separately but will be considered incidental to the water main removal.

45. Water Main 6-Inch, Item SPV.0090.03; Water Main 8-Inch, Item SPV.0090.04;

Water Main 12-Inch, Item SPV.0090.05.

A Description

This section describes providing water main pipe and appurtenances as indicated on the plans.

B Materials

Provide water main pipe, gaskets, fittings conforming to the following AWWA Specifications latest edition and as stated in the City of La Crosse Standard Specifications and Procedures (revised February 2021).

C Construction

Construct water main conforming to the City of La Crosse Standard Specifications and Procedures (revised February 2021).

D Measurement

The department will measure the Water Main bid items by the linear foot of acceptably completed, measured along the top of pipe.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Water Main 6-Inch	LF
SPB.0090.04	Water Main 8-Inch	LF
SPV.0090.05	Water Main 12-Inch	LF

Payment for the Water Main Service items is full compensation for providing and installing items; construction staking; for excavating, except for rock excavation; for providing and removing sheeting and shoring; for

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constructing the foundation and backfilling; for cleaning out; and for restoring the work site. Reducers, caps, tees, bends and crosses will not be paid for separately, but will be considered incidental to the water main. Tracer wire for PE water services will be considered incidental to service.

46. Sanitary Sewer PVC 8-Inch, Item SPV.0090.06.

A Description

This work consists of excavating required trenches, removing existing sanitary sewer main, furnishing and laying new PVC sanitary sewer main of the size and class specified, leak testing, back filling trenches and restoring the site of work, according to the requirements of the plans, the standard specifications and the City of La Crosse Standard Specifications and Procedures (revised February 2021).

B Materials

All sanitary sewer main work and materials shall conform to the ASTM Specifications latest designation specifications.

These standards for work and materials are also supplemented according to with the City of La Crosse Standard Specifications and Procedures (revised February 2021).

- Pipe. Pipe shall be SDR 35 PVC meeting ASTM D3034 for sanitary sewer pipe, latest designation. The PVC material shall be made from PVC resin compounded to meet the physical and mechanical properties that meet or exceed cell class 12454 or 12364 as defined in ASTM D1784. Approved manufactures of PVC sanitary sewer main are JM Eagle, North American, or an approved equal.
 - New gaskets shall be provided at all joints within new sanitary sewer. All gaskets shall conform to ASTM F477, latest edition.
- 2. PVC Gasketed Sewer Fittings. Fittings installed in-line with sewer pipe shall be compatible with SDR 35 PVC sewer pipe and shall meet ASTM D3034 standards for pipe fittings, latest designation. The PVC material shall be made from PVC resin compounded to meet the physical and mechanical properties that meet or exceed cell class 12454 or 12364 as defined in ASTM D1784. Approved manufactures of PVC sanitary sewer fittings are JM Eagle, North American, or an approved equal.

C Construction

Sanitary Sewer Main SDR 35 PVC shall be according to City of La Crosse Standard Specifications and Procedures. Utilize trench boxes, temporary shoring, and other means as necessary to provide a safe working condition.

Remove pipe from ground and legally dispose of it. Dispose of any remaining sanitary sewage in pipe according to WDNR requirements for removal and disposal of such contents.

Open ends of pipe shall be closed during non-working periods by a watertight plug or other means approved by the engineer. If water is in the trench, the seal shall remain in place until the trench is pumped completely dry.

Cutting pipe shall be done in a neat and workmanlike manner without causing damage to the pipe. The cut edges shall be beveled so as not to cause damage to the gasket when inserted into a fitting.

The flow of sewerage shall be either pumped around the new manhole, or the flow blocked to allow the sewer main to be installed under dry conditions. The possibility of back-up shall be considered when blocking the flow of sewerage. Give notice to the engineer and City of La Crosse Waste Water Utility a minimum of three days in advance of the time he expects to begin work, of the time that will be required, and of the place where he expects to do said work.

D Measurement

The department will measure Sanitary Sewer Main SDR 35 PVC by the linear foot, acceptably completed, and will be, measured along the centerline of the pipe, and will include any fittings.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.06Sanitary Sewer PVC 8-InchLF

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Payment is full compensation for furnishing all work and materials including the PVC Pipe, removing and disposing of existing pipe, excavation, sheeting and shoring, dewatering, if necessary, forming foundation, laying pipe, for testing, backfill material; and for backfilling, compaction, removing sheeting, cleaning out and restoring site of work. Reducers, plugs, wyes, tees, bends and crosses will not be paid for separately, but will be considered incidental to the sewer pipe, main and laterals.

47. Wall Modular Block Gravity (R-32-079), Item SPV.0165.01; Wall Modular Block Gravity (R-32-080), Item SPV.0165.02.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Gravity Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. See the approved products list titled "Proprietary Retaining Wall System Vendors." The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The department also maintains a separate list of plants pre-approved by the department to provide wall facing units. See the approved products list titled "Precast Concrete and Block Fabricators." The identity of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section at the following email address: DOTDLStructuresFabrication@dot.wi.gov.

To be eligible to provide wall facing units for this project, a block manufacturing plant must be preapproved by the Bureau of Technical Services and added to that list prior to the bid closing date. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Technical Services at the following email address: DOTProductSubmittal@wisconsin.gov.

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design conforms to the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to 105.2 with electronic submittal to the fabrication library under 105.2.2. Certify that shop drawings conform to quality control standards by submitting department form DT2329 with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 $\frac{1}{2}$ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for

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Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls shall be designed for a minimum live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

The design of the wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. Internal stability shall also be considered at each block level. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. The width of the modular block (front face to back face) shall be included in the design computations and shown on the wall shop drawings. Blocks must have a minimum width as shown on the plans. Block widths may vary among courses but shall consist of only a single block. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Wall facing units shall be designed according to AASHTO LRFD 11.10.2.3.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a leveling pad.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing units shall consist of precast modular concrete blocks. Furnish concrete produced by a wet-cast process. Concrete for all blocks shall not contain less than 565 pounds of cementitious materials per cubic yard. The contractor may use cement conforming to standard spec. <u>501.2.1</u> or may substitute for portland cement at the time of batching conforming to standard spec. <u>501.2.6</u> for fly, <u>501.2.7</u> for slag, or <u>501.2.8</u> for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30% of the total cementitious content by weight.

All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are broken, have cracks wider than 0.02" and longer than 25% of the nominal height of the unit, chips larger than 1", have excessive efflorescence, or are otherwise deemed unacceptable by the engineer, shall not be used within the wall. A single block front face style shall be used throughout each wall.

The surface texture of the blocks shall be selected from the following products, or equal as approved by the Department:

Recon Wall Systems – "LeSueur County Limestone" surface texture

Redi-Rock Retaining Wall Systems - "Kingstone" surface texture

Ledgerock Retaining Wall System – "Quarried Limestone" surface texture

Versa-Lok - Bronco

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The top course of facing units shall be as noted on the plans, either;

- Solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.
- A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Top course, R-32-0080

The top course of facing units shall be as noted on the plans:

A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall be as shown on the plans. Expansion joints shall be placed in the cap at locations noted on the plan. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer. Blocks must have a minimum width (front face to back face) as shown on the plans. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1¾ inches.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

All block materials shall be furnished palleted and banded, with every pallet marked for quantity, lot number, lot size, manufacturing plant, and manufacturing date(s). Materials furnished loose or unmarked will be rejected. Rejected materials shall be removed from the project at no cost to the Department.

B.3.1.1 Material Testing

Perform or procure quality control testing of project materials according to the following requirements:

Tool	Mathad	Requirement
Test	Method Wet-cast	
Compressive Strength (psi)	ASTM C140 or ASTM C39 [4]	4000 min.
Air Content (%)	AASHTO T152 [4]	6.0 +/-1.5
Water Absorption (%)	ASTM C140 [3]	N/A
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 ^{[1][2][3]}	N/A

^[1] Test shall be run using a 3% saline solution and blocks greater than 45 days old.

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^[2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

An independent testing laboratory shall control and conduct all sampling and testing under ASTM C140/Water Absorption and ASTM C1262. Prior to sampling, the manufacturer shall

identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory.

[4] The manufacturer may perform their own quality control testing under ASTM C140/Compressive Strength, ASTM C39, and AASHTO T152, if qualified for this work under the requirements for plant certification.

The contractor and fabricator shall coordinate with the independent testing agent (if used) to ensure that strength and air content samples can be taken appropriately during manufacturing. At the time of delivery of materials, furnish the engineer a certified report of test from an AASHTO-registered or ASTM-accredited independent testing laboratory for each lot furnished.

The certified test report shall include the following:

- Project ID
- Production process used (wet-cast)
- Name and location of testing facility
- Name of sampling technician
- · Lot number, lot size, and date(s) of fabrication

Quality control testing of project materials shall be completed not more than 18 months prior to delivery. Lot size shall not exceed the maximum testing frequencies, which shall not exceed the lesser of 150 CY or 1 day's production for wet-cast blocks. Test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting reports will be rejected and shall be removed from the project at no expense to the department.

Nonconforming materials will be subject to evaluation according to standard spec 106.5.

B.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

The minimum width of the concrete leveling pad shall be as wide as the proposed blocks plus 6-inches, with 6-inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches.

B.3.3 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate Size No. 1 as given in standard spec 501.2.5.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

A layer of Geotextile Type "DF" (Schedule B) shall be placed vertically between the backfill and the Type A backfill. The geotextile shall extend from the top of the leveling pad to 6 inches below the surface of the retained soil. The geotextile shall then wrap across the top of the Type A backfill to the back of block wall facing.

Backfill placed between retained soil and Type A backfill shall comply with the requirements for Granular Backfill Grade 1 as contained in standard spec 209.2.2. The contractor may substitute Type A Backfill for Granular Backfill Grade 1.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the wall and the leveling pad shall be according to standard spec 206. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

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Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

C.2 Compaction

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks.

C.3 Wall Components

C.3.1 General

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers according to the manufacturer's directions.

C.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad as shown on the plans.

Vertical tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge.

Allow the concrete to set at least 12 hours prior to placing wall facing units.

The bottom row of wall facing units shall be horizontal and 100% of the unit surface shall bear on the leveling pad.

C.4 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure Wall Modular Block Gravity by the square foot, acceptably completed. The department will compute the measured quantity from the theoretical pay limits the contract plans show. The department will make no allowance for wall area constructed above or below the theoretical pay limits. All work beyond the theoretical pay limits is incidental to the cost of work. The department will make no allowance for as-built quantities.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Wall Modular Block Gravity (R-32-079)	SF
SPV.0165.02	Wall Modular Block Gravity (R-32-0080)	SF

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Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings, leveling pad, and leveling pad steps; constructing the retaining system and providing temporary drainage; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

The department will pay separately for parapets, traffic barriers, railings, and other items above the wall cap or coping.

48. Wall Modular Block Mechanically Stabilized Earth Landscape, STA 10+00'WALLA', Item SPV.0165.03.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Mechanically Stabilized Earth Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. See the approved products list titled "Proprietary Retaining Wall System Vendors." The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The department also maintains a separate list of plants pre-approved by the department to provide wall facing units. See the approved products list titled "Precast Concrete and Block Fabricators." The identity of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section at the following email address: DOTDLStructuresFabrication@dot.wi.gov.

To be eligible to provide wall facing units for this project, a block manufacturing plant must be preapproved by the Bureau of Technical Services and added to that list prior to the bid closing date. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Technical Services at the following email address: DOTProductSubmittal@wisconsin.gov.

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design conforms to the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to

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105.2 with electronic submittal to the fabrication library under 105.2.2. Certify that shop drawings conform to quality control standards by submitting department form DT2329 with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 $\frac{1}{2}$ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

The design of the wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and wall facing-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Wall facing units shall be designed according to AASHTO LRFD 11.10.2.3.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height, or as shown on the plan. In no case shall this length be less than 6.0 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be two times the block width (front face to back face) or 32 inches, whichever is less. The first (bottom) layer of reinforcement shall be placed no further than 12 inches above the top of the leveling pad or the height of the block, but at least one block height above the leveling pad. The last (top) layer of soil reinforcement shall be no further than 21 inches below the top of the uppermost block.

All soil reinforcement required for the reinforced soil zone shall be connected to the wall facing.

Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include

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the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a leveling pad.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing units shall consist of precast modular concrete blocks. Furnish concrete produced by a dry-cast or wet-cast process. Concrete for all blocks shall not contain less than 565 pounds of cementitious materials per cubic yard. The contractor may use cement conforming to standard spec. 501.2.1 or may substitute for portland cement at the time of batching conforming to standard spec. 501.2.6 for fly, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30% of the total cementitious content by weight.

Dry-cast concrete blocks shall be manufactured according to ASTM C1372 and this specification.

All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are broken, have cracks wider than 0.02" and longer than 25% of the nominal height of the unit, chips larger than 1", have excessive efflorescence, or are otherwise deemed unacceptable by the engineer, shall not be used within the wall. A single block front face style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan.

The top course of facing units shall be as noted on the plans, either;

- Solid precast concrete unit designed to be compatible with the remainder of the wall. The
 finishing course shall be bonded to the underlying facing units with a durable, high strength,
 flexible adhesive compound compatible with the block material.
- A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer. Blocks must have a minimum width (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1¾ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

All block materials shall be furnished palleted and banded, with every pallet marked for quantity, lot number, lot size, manufacturing plant, and manufacturing date(s). Materials furnished loose or unmarked will be rejected. Rejected materials shall be removed from the project at no cost to the department.

B.3.1.1 Material Testing

Perform or procure quality control testing of project materials according to the following requirements:

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Test	Method	Requirement		
rest	Wethod	Dry-cast	Wet-cast	
Compressive Strength (psi)	ASTM C140 or ASTM C39 ^[4]	5000 min.	4000 min.	
Air Content (%)	AASHTO T152 [4]	N/A	6.0 +/-1.5	
Water Absorption (%)	ASTM C140 [3]	6 max.	N/A	
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 ^{[1][2][3]}	1.0 max. 1.5 max.	N/A	

- [1] Test shall be run using a 3% saline solution and blocks greater than 45 days old.
- [2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.
- An independent testing laboratory shall control and conduct all sampling and testing under ASTM C140/Water Absorption and ASTM C1262. Prior to sampling, the manufacturer shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory.
- The manufacturer may perform their own quality control testing under ASTM C140/Compressive Strength, ASTM C39, and AASHTO T152, if qualified for this work under the requirements for plant certification.

The contractor and fabricator shall coordinate with the independent testing agent (if used) to ensure that strength and air content samples can be taken appropriately during manufacturing. At the time of delivery of materials, furnish the engineer a certified report of test from an AASHTO-registered or ASTM-accredited independent testing laboratory for each lot furnished.

The certified test report shall include the following:

- Project ID
- Production process used (dry-cast or wet-cast)
- Name and location of testing facility
- Name of sampling technician
- · Lot number, lot size, and date(s) of fabrication.

Quality control testing of project materials shall be completed not more than 18 months prior to delivery. Lot size shall not exceed the maximum testing frequencies, which shall not exceed 5000 blocks for drycast blocks and the lesser of 150 CY or 1 day's production for wet-cast blocks. Test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting reports will be rejected and shall be removed from the project at no expense to the department.

Nonconforming materials will be subject to evaluation according to standard spec 106.5.

B.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716. Class III Concrete.

The minimum width of the concrete leveling pad shall be as wide as the proposed blocks plus 6-inches, with 6-inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches.

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B.3.3 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate No. 1 as given in standard spec 501.2.5.4.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Wall Backfill, Type B, shall be placed in a zone extending horizontally from 1 foot behind the back face of the wall to 1 foot beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material Type A and Type B shall meet the following requirements.

Test	Method	Value
рН	AASHTO T-289	4.5-9.0
Sulfate content [1]	AASHTO T-290	200 ppm max.
Chloride content [1]	AASHTO T-291	100 ppm max.
Electrical Resistivity [1]	AASHTO T-288	3000 ohm-cm min.
Organic Content [1]	AASHTO T-267	1.0% max.
Angle of Internal Friction	AASHTO T-236 ^[2]	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.2)

^[1] Requirement does not apply to walls with non-metallic reinforcement and non-metallic connectors.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM D5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear

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^[2] If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. For the additional required testing for every 2000 cubic yards of backfill placement, if the characteristic of the backfill and/or the source has not changed then Angle of Internal Friction tests are not included in the additional required testing. All certified reports of test results shall be less than 6 months old and performed by a certified independent laboratory.

B.3.4 Soil Reinforcement

B.3.4.1 Geogrids

Geogrid supplied as reinforcing members shall be manufactured from long chain polymers limited to polypropylene, high-density polyethylene, polyaramid, and polyester. Geogrids shall form a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The minimum grid aperture shall be 0.5 inch. The geogrid shall maintain dimension stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. The geogrid shall be furnished in a protective wrapping that shall prevent exposure to ultraviolet radiation and damage from shipping or handling. The geogrid shall be kept dry until installed. Each roll shall be clearly marked to identify the material contained.

The wall supplier shall provide the nominal long-term design strength (T_{al}) and nominal long-term connection strength, Talc as discussed below.

Nominal Long-Term Design Strength (Tal)

The wall supplier shall supply the nominal long-term design strength (T_{al}) used in the design for each reinforcement layer and shall be determined by dividing the Ultimate Tensile Strength (T_{ult}) by the factors RF_{ID}, RF_{CR}, RF_D.

Hence,

$$T_{al} = \frac{T_{ult}}{RF_{ID} xRF_{CR} xRF_{D}}$$

where:

T_{ult} = Ultimate tensile strength of the reinforcement determined from wide width tensile tests (ASTM D6637) for geogrids based on the minimum average roll value (MARV) for the product.

 RF_{ID} = Strength reduction factor to account for installation damage to the reinforcement. In no case shall RF_{ID} be less than 1.1.

RF_{CR} = Strength reduction factor to prevent long-term creep rupture of the reinforcement. In no case shall RF_{CR} be less than 1.2.

 RF_D = Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation. In no case shall RF_D be less than 1.1.

Values for RF_{ID}, RF_{CR}, and RF_D shall be determined from product specific test results. Guidelines for determining RF_{ID}, RF_{CR}, and RF_D from product specific data are provided in FHWA Publication No. FHWA-NHI-10-024 and FHWA–NHI-10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes".

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Nominal Long-term Connection Strength Tac

The nominal long term connection strength, T_{ac}, shall be based on laboratory geogrid connection tests between wall facing and geogrids. T_{ac} shall be as given below

$$T_{ac} = \frac{T_{ult} * CR_{cr}}{RF_{D}}$$

where:

T_{ac} = Nominal long-term reinforcement facing connection strength per unit reinforcement width at a specified confining pressure.
 T_{ult} = Ultimate tensile strength of the reinforcement for geogrids defined as the minimum average roll value (MARV) for the product.
 CR_{cr} = Long term connection strength reduction factor to account for reduced ultimate strength resulting from connection.
 RF_D = Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation.

T_{ac} shall be developed from the tests conducted by an independent laboratory on the same facing blocks and geogrids as proposed for the wall and shall cover a range of overburden pressures comparable to those anticipated in the proposed wall. The connection strength reduction factor CR_{cr} shall be determined according to long-term connection test as described in Appendix B of FHWA Publication No. FHWA-NHI 10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes". CR_{cr} may also be obtained from the short term connection test meeting the requirements of NCMA test method SRWU-1 in Simac et al 1993 or ASTM D4884.

The contractor shall provide a manufacturer's certificate that the Tult (MARV) of the supplied geogrid has been determined according to ASTM D4595 or ASTM D6637 as appropriate. Contractor shall also provide block to block and block to reinforcement connection test reports prepared and certified by an independent laboratory. Also provide calculations according to AASHTO LRFD, and using the results of laboratory tests, that the block-geogrid connections shall be capable of resisting 100% of the maximum tension load in the soil reinforcements at any level within the wall, for the design life of the wall system.

B.3.4.2 Galvanized Metal Reinforcement

In lieu of polymeric geogrid earth reinforcement, galvanized metal reinforcement may be used. Design and materials shall be according to AASHTO LRFD 11.10.6.4.2. The design life of steel soil reinforcements shall also comply with AASHTO LRFD. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be according to standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. Place and compact material beyond the reinforced soil zone to allow for proper compaction of material within the reinforced zone. The MSE

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reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

C.2 Compaction

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Compact all backfill Type B as specified in standard spec 207.3.6. Compact the backfill Type B to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf).

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks. Do not use sheepsfoot or padfoot rollers within the reinforced soil zone.

A minimum of 6 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

C.3 Wall Components

C.3.1 General

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers according to the manufacturer's directions.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

C.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad as shown on the plans.

Vertical tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge. Allow the concrete to set at least 12 hours prior to placing wall facing units.

The bottom row of wall facing units shall be horizontal and 100% of the unit surface shall bear on the leveling pad.

C.3.3 Soil Reinforcement

C.3.3.1 Geogrid Layers

Place soil reinforcement at the positions and to the lengths as indicated on the accepted shop drawings. Take care that backfill placement over the positioned soil reinforcement elements does not cause damage or misalignment of these elements. Correct any such damage or misalignment as directed by the engineer. Do not operate wheeled or tracked equipment directly on the soil reinforcement. A minimum cover of 6 inches is required before such operation is allowed.

Place and anchor geogrid material between wall unit layers in the same manner as used to determine the Geogrid Block-to-Connection Strength. Place the grid material so that the machine direction of the grid is perpendicular to the wall face. Each grid layer shall be continuous throughout the lengths indicated on the plans. Join grid strips with straps, rings, hooks or other mechanical devices to prevent movement during backfilling operations. Prior to placing backfill on the grid, pull the grid taunt and hold in position with pins, stakes or other methods approved by the engineer.

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C.3.3.2 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

C.4 Quality Management Program

C.4.1 Quality Control Plan

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform MSE wall construction work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

- 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
- The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
- 3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
- 4. Descriptions of stockpiling and hauling methods.
- 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
- 6. Location of the QC laboratory, retained sample storage, and other documentation.
- 7. A summary of the locations and calculated quantities to be tested under this provision.
- 8. A proposed sequencing plan of wall construction operations and random test locations.

C.4.2 Quality Control Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at the each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

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

C.4.3 Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at:

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

Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to AASHTO T310 and CMM 8-15 for density testing and gauge monitoring methods.

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department.

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C.4.4 Documentation

- Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.
- (2) Use forms provided in CMM Chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter QC data and backfill material certified report results into the applicable materials reporting system (MRS) software within 5 business days after results are available.
- (3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

C.4.5 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8-15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

C.4.6 Department Testing

C.4.6.1 General

(1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project and provide test results to the contractor within 2 business days after the department obtains the sample.

C.4.6.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.4.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.
- (3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.
- (4) The department will conduct QV Proctor and gradation tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.4.6.3 Independent Assurance (IA)

Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:

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- 1. Split sample testing.
- 2. Proficiency sample testing.
- 3. Witnessing sampling and testing.
- 4. Test equipment calibration checks.
- 5. Reviewing required worksheets and control charts.
- 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.4.6.4.

C.4.6.4 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C.5 Geotechnical Review

After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure Wall Modular Block Mechanically Stabilized Earth Landscape by the square foot, acceptably completed. The department will compute the measured quantity from the theoretical pay limits the contract plans show. The department will make no allowance for wall area constructed above or below the theoretical pay limits. All work beyond the theoretical pay limits is incidental to the cost of work. The department will make no allowance for as-built quantities.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.03Wall Modular Block Mechanically Stabilized Earth Landscape,SF

STA 10+00'WALLA'

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings, leveling pad, and leveling pad steps; constructing the retaining system and providing temporary drainage; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

The department will pay separately for parapets, traffic barriers, railings, and other items above the wall cap or coping.

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ADDITIONAL SPECIAL PROVISION 1 (ASP 1) FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including "pipeline" activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor's needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
 - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
 - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that ____8 __ (number) TrANS Graduate(s) be utilized on this contract.
- 2) On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

<u>Eligibility and Duration:</u> To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>5</u> (number) TrANS Apprentice(s) be utilized on this contract.

- The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

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).

<u>NOTE</u>: Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.

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. <u>Instructions for eSubmit.</u>

**Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

(1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

(2) DBE Goal Not Met

a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through

submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.

- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
 - 1. *Approve* the request (adequate documentation of GFE has been submitted)- no conditions placed on the contract with respect to the DBE Commitment;
 - 2. *Deny* the request (inadequate documentation of GFE has been submitted)- the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.
- c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit (preferred) OR to the DBE Office by email at: DBE_Alert@dot.wi.gov. Email naming convention: "Project #, Proposal #, Let date, Business Name, GFE"

3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.
 - i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE_Alert@dot.wi.gov
 - ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): https://www.bidx.com/wi/main, postal mail, email, fax, and phone.
 - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
 - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
 - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
 - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call
 - c. Fax/letter confirmation
 - d. Signed copy of record of subcontractor outreach effort

b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
 - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:

- 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.
 - 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.
 - Additional evaluation Evaluation of DBE quotes with <u>tied bid items</u>. 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.
 - Occumentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
 - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
 - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
 - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
 - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Naming conventions: eSubmit (preferred) follow instructions OR when emailing files, use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, GFE" Email: DBE Alert@dot.wi.gov

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, **they will not be paid for the work**. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the Department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

5. Determining DBE Eligibility

Directory of DBE firms

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx
- **b.** The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

The Department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the UCP agencies. The Department only counts the value of the work a DBE actually performs towards the DBE goal. The Department assesses the DBE work as follows:

- **a.** The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- **d.** The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- **e.** It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- **g.** The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission-"Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE Alert@dot.wi.gov

*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCI website at: http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, **100**% percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

- (1) Supplies purchased in bulk from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
- (2) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (3) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (4) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (5) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.

- i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
 - a. What is the product or material?
 - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
 - c. Which contract line items were referenced to develop this quote?
 - d. What is the amount of material or product used on the project?

c. Brokers, Transaction Expediters, Packagers, Manufacturers' Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees 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:
 - Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.
 - b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
 - c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
 - d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
 - e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

c. Request to Modify DBE Subcontracting Commitment

The written request referenced above may be delivered by email or fax. The request must contain the following:

- 1. Project ID number
- 2. WisDOT Contract Project Engineer's name and contact information
- 3. DBE subcontractor name and work type and/or NAICS code
- 4. Contract's progress schedule
- 5. Reason(s) for requesting that the DBE subcontractor be replaced or terminated
- 6. Attach/include all communication with the DBE subcontractor to deploy/address/resolve work completion

Naming conventions: When emailing files, please use the following language to identify your submission-"Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE_Alert@dot.wi.gov + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

Good Causes to Replace a DBE subcontractor according to the federal DBE program guidelines {49 CFR part 26.53}

- The listed DBE subcontractor fails or refuses to execute a written contract
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent
 with normal industry standards. Provided, however, that good cause does not exist if the failure or
 refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or
 discriminatory action of the prime contractor
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215, and 1,200 or applicable state law
- The prime has determined that the listed DBE subcontractor is not a responsible contractor

- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required
- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable
 to complete its work on the contract

d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at DBE_Alert@dot.wi.gov or (414) 335-0413.

e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete" Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: DBE Alert@dot.wi.gov

Special note on trucking

- DBE truckers added to the sublets in CRCS will be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting

10. Commercially Useful Function

- **a.** Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- **b.** The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE firm is performing a commercially useful function if the following conditions are met:
 - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
 - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

12. Joint Venture

If a DBE performs as a participant in a joint venture, the Department will only count the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces, for DBE credit.

13. Mentor-Protégé

- **a.** If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- **b.** DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
- **c.** Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

14. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE subcontractor, a prime contractor, and the regular dealer or materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE firm in cases where the DBE subcontractor and materials have been approved for DBE credit. The DBE subcontractor gains the opportunity to establish a direct

contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- **a.** The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when the DBE Commitment or the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of approved supplies.
- **b.** The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following:
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- **c.** The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

15. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

Appendix A Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

<u>Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released 5 weeks prior to each Let)</u>

- 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. <u>Make sure</u> the correct letting date, project ID and proposal number, unit price and extension are included in your quote. We prefer quotes be sent via SBN but prime's alternatives are acceptable. Our office hours are include hours and days.

Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at http://roadwaystandards.dot.wi.gov/hcci/ All questions should be directed to:

Project Manager, John Doe, Phone:

(000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2 This sample is provided as a guide not a requirement

REQUEST FOR QUOTE

Prime's Name: Letting Date:							
Project ID:							
Please check all that apply Yes, we will be quoting or No, we are not interested Please take our name off We have questions about	in quoting your mon quoting the	on the lething on the lethics	etting or its contact lis g. Please l	s items re st have som		tact me at	this numbe
Dhono			Dhanai				
Phone:			Phone:	-			
Fax:			Fax:				
Email:			Email:				
Please circ	cle the jol	os and it	ems you	will be q	uoting be	low	
Proposal No.	1	2	3	4	5	6	7
County							
WORK DESCRIPTION:							
Clearing and Grubbing	Х		Х	Х		Χ	X
Dump Truck Hauling	X		Χ	Χ		Χ	X
Curb & Gutter/Sidewalk, Etc.	Χ		X	Χ		Χ	X
Erosion Control Items	Χ		X	Χ		Χ	X
Signs and Posts/Markers	X		X	Χ		X	X
Traffic Control		X	X	Х		Χ	Х
Electrical Work/Traffic Signals		Х	Χ	Х		Х	
Pavement Marking		Х	Х	Х	Х	Х	Х
Sawing Pavement		Х	Х	Х	Х	Х	X
QMP, Base	Х	Х		Х	Х	Х	X
Pipe Underdrain	Х			Х			
Beam Guard				Х	Х	Х	X
Concrete Staining							X
Trees/Shrubs	Х						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 peritem 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.

Accessing Small Business Network for WisDOT contracting opportunities

- a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
- b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-458

APPENDIX D

Good Faith Effort Evaluation Measures by categories referenced in DBE regulations

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met <u>or</u> if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- · Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- · Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (points added for each day prior to letting)
- · Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

GFE EVALUATION RUBRIC – PHASE 1

	Active & Aggressive Category	Quality Category	Quantity Category	Scope & Intensity Category	Timing Category	Business Develop't Efforts	Total=
Solicitation Documentation							
Selected Work Items Documentation							
Documentation of Project Information provided to Interested DBEs							
Documentation of Negotiation with Interested DBEs							
Documentation of Sound Reason for Rejecting DBEs							
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials							
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support							
Documentation of other GFE activities							
Overall Total=							

GFE EVALUATION RATING LEGEND - PHASE 1 - Initial Review

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process **BUSINESS DEVELOPMENT INITIATIVES:** Demonstrated by efforts to support business growth and health of DBEs

Rating Scale

- Each qualifying activity is worth 5 points per Category
 - Pro Forma efforts= 0-50 points
 Perfunctory effort characterized by routine or superficial activities
 - Bona Fide= 55+ points
 Genuine effort characterized by sincere and earnest activities

GFE EVALUATION - PHASE 2 - Team Review

DBE Office completes:

- Review of quote comparisons submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 by apparent low bidder

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

APPENDIX E Good Faith Effort Best Practices

This list is not a set of requirements; it is a list of potential strategies

Primes

- > Prime contractor open houses inviting DBE firms to see the bid "war room" or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE 'training session' clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications, and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should be thorough in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- ➤ DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the 'apparent low bidder' list and bid tabs at a minimum.
- > Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation related projects of similar size and scope, firm expertise and staffing.
- > Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the Department are the only ways to get work.

APPENDIX F Good Faith Effort Evaluation Guidance Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- A. (1) Conducing 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.:		Prop	osal Number:		
Letting Date:					
Name of DBE Firm Participat	ing in this Contract:				
Name of the Prime/Subcontra	actor who hired the DBE	Firm:	(list all names of tiers if more th	nan one)	
Type of Work or Type of Material Supplied:					
Total Subcontract Value:			Total DBE Credit Value:		
		Prime	e Contractor Representative's Sigr	nature	
FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Name (Print Name)				
	Prime Contractor (Print Company Name)				
		Date			
		1			
FOR PARTICIPATING DBE FIR I certify that I made arrangement	ts with the Prime	Participating DBE Firm Representative's Signature & Date			
Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.		Participating DBE Firm Representative's Name (Print Name)			
FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed		Participating DBE Firm (Print Company Name)			
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.		DBE Firm's Address:			
			<u> </u>		
# Owned Trucks	# Leased Trucks		# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks	



DOCUMENTATION:OF:GOOD:FAITH:EFFORT:

Wisconsin Department of Transportation

#

roject (D 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 fir this contract proposal, as demonstrated by my responses and as specified in Additiona	
l-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-misrepresentationvolve-debarment-and/or-prosecution-under-applicable-state-(Trans-504)-and-Federal-lat	
	Colder M. others and Department to the Company of
98888	idder/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, remail 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
Payament Markins	ABC-Marking	Leslie·Lynch	4/1/2020	Email; phone
Pavement-Marking	#1-Marking-Co.	Mark-Smart	4/1/2020	Email;·left·VM
Flactrical	Winterland·Electric	Tabitha-Tinker	4/3/2020	Email,·left·VM
Electrical	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?	Considere d-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		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.wisconsindot.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	PERCENT OF THE
THINNER THAN PLAN THICKNESS BY:	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 (S0 ₄); CMM 870: WTP C-001	0.05 percent
Maximum chloride; CMM 870: WTP C-001	0.10 percent
Maximum total solids; CMM 870: WTP C-001	
Organic	0.04 percent
Inorganic	0.15 percent

501.3.2.4.2 Air Entrainment

Replace paragraph two with the following effective with the November 2021 letting:

(2) Test fresh concrete air content according to AASHTO T152 or AASHTO TP118 at the contract-required frequency and as the engineer directs. Test concrete placed by pumping or belting at the point of discharge from the pump line or belt.

501.3.7.1 Slump

Replace paragraph one with the following effective with the November 2021 letting:

- (1) Use a 1-inch to 4-inch slump for concrete used in structures or placed in forms, except as follows:
 - Do not exceed a slump of 2 inches for grade E concrete.
 - Increase slump as specified in 502.3.5.3 for concrete placed underwater.
 - If BTS approves a concrete mixture using a superplasticizer, the contractor may increase slump for that mixture to a maximum of 9 inches without exceeding the maximum mix water allowed for that grade.

531.5 Payment

Replace paragraph two with the following effective with the November 2021 letting:

(2) Payment for Concrete Masonry Ancillary Structures Type NS is full compensation for providing concrete for non-standard sign structure foundations; and for anchor rod assemblies. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

Replace paragraph five with the following effective with the November 2021 letting:

(5) Payment for the Foundation bid items is full compensation for providing concrete foundations; for anchor rod assemblies; for reinforcing steel; and for embedded conduit and electrical components. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

642.2.2.1 General

Replace paragraph one with the following effective with the November 2021 letting:

(1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved. Ensure quality cell phone reception is achievable inside the field office.

701.3.1 General

Replace table 701-1 with the following effective with the November 2021 letting:

TABLE 701-1 TESTING AND CERTIFICATION STANDARDS

TEST	TEST STANDARD	MINIMUM REQUIRED CERTIFICATION (any one of the certifications listed for each test)	
Random Sampling	CMM 830.9.2	Transportation Materials Sampling Technician (TMS) TMS Assistant Certified Technician (ACT-TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)	
Sampling Aggregates	AASHTO T2 ^{[1] [4]}	TMS, ACT-TMS, AGGTECT-1, ACT-AGG	
Percent passing the No. 200 sieve	AASHTO T11 ^[1]	AGGTEC-I, ACT-AGG	
Fine & coarse aggregate gradation	AASHTO T27 ^[1]		
Aggregate moisture content	AASHTO T255 ^[1]		
Fractured faces	ASTM D5821 ^[1]		
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS)	
Plasticity index	AASHTO T90 ^[3]	GRADINGTEC-I, or ACT-GRADING	
Sampling freshly mixed concrete	AASHTO R60		
Air content of fresh concrete	AASHTO T152 ^[2] AASHTO TP118 ^[5]		
Air void system of fresh concrete	AASHTO TP118 ^[5]	PCCTEC-1	
Concrete slump	AASHTO T119 ^[2]	ACT-PCC	
Concrete temperature	ASTM C1064		
Making and curing concrete specimens	AASHTO T23		
Moist curing for concrete specimens	AASHTO M201		
Concrete compressive strength	AASHTO T22	Concrete Strength Tester (CST)	
Concrete flexural strength	AASHTO T97		
Concrete surface resistivity ^[2]	AASHTO T358	CST Assistant Certified Technician (ACT-CST)	
Voids in aggregate	AASHTO T19	PCCTEC-II	
Profiling		PROFILER	

^[1] As modified in CMM 860.

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:

^[2] As modified in CMM 870.

^[3] A plasticity check, if required under individual QMP specifications, may be performed by an AGGTEC-I in addition to the certifications listed for liquid limit and plasticity index tests.

^[4] Plant personnel may operate equipment to obtain samples under the direct observation of a TMS or higher.

^[5] Consolidate by rodding.

- 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 sublot 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 B	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.	
Class I. Pavement	Reduced frequency: 1 test per calendar week of placement	
Class I: Structures	test per 250 CY placed Minimum of 1 test per substructure Minimum of 1 test per superstructure	

Class I: Cast-in-Place Barrier	1 test per 500 CY placed
Class II	No minimum testing

710.5.7 Corrective Action

Replace the entire text with the following effective with the November 2021 letting:

710.5.7.1 Optimized Aggregate Gradations

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, do the following:
 - 1. Notify the other party immediately.
 - 2. Perform corrective action documented in the QC plan or as the engineer approves.
 - 3. Document and provide corrective action results to the engineer as soon as they are available.
 - 4. Department will conduct two tests within the next business day after corrective action is complete.
 - 5. If blended aggregate gradations are within the tarantula curve limits by the second department test:
 - Continue with concrete production.
 - Contractor will include a break in the 4-point running average.
 - For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
 - 6. If blended aggregate gradations are not within the tarantula curve limits by the second department test:
 - Provide a new mix design with an increased cementitious content.
 - If the mix design already has a cementitious content of 565 or more pounds per cubic yard, provide a new mix design.
 - If the contract requires optimized aggregate gradations under 501.2.7.4.2.1(2), stop concrete production and submit a new mix design.
- (2) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.
- (3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

710.5.7.2 Combined Aggregate Gradations

- (1) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by less than or equal to 1.0 percent on a single sieve size, do the following:
 - 1. Notify the other party immediately.
 - 2. Perform corrective action documented in the QC plan or as the engineer approves.
 - 3. Document and provide corrective action results to the engineer as soon as they are available.
 - 4. Department will conduct two tests within the next business day after corrective action is complete.
 - 5. If blended aggregate gradations are within the combined aggregate gradation limits by the second department test:
 - Continue with concrete production.
 - Contractor will include a break in the 4-point running average.
 - For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
 - 6. If blended aggregate gradations are not within the combined aggregate gradation limits by the second department test, stop concrete production and submit a new mix design.
- (2) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.
- (3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

715.3.1.1 General

Replace paragraphs three and four with the following effective with the November 2021 letting:

- (3) Cast a set of 3 additional 6"x12" cylinders and test the concrete surface resistivity according to AASHTO T358. Perform this testing at least once per lot if total contract quantities are greater than or equal to the following:
 - 20,000 square yards for pavements.
 - 5,000 linear feet for barriers.
 - 500 cubic yards for structure concrete.

Submit the resistivity to the nearest tenth into MRS for information only. Resistivity testing is not required for the following:

- Lot with less than 3 sublots.
- Concrete items classified as ancillary.
- Concrete placed under the following bid items:
 - Concrete Pavement Approach Slab
 - Concrete Masonry Culverts
 - Concrete Masonry Retaining Walls
- (4) Test the air void system at least once per lot and enter the SAM number in MRS for information only. SAM testing is not required for the following:
 - For lots with less than 3 sublots.
 - High early strength (HES) concrete.
 - Special high early strength (SHES) concrete.
 - Concrete placed under the following bid items:
 - Concrete Pavement Approach Slab
 - Concrete Masonry Culverts
 - Concrete Masonry Retaining Walls
 - Steel Grid Floor Concrete Filled
 - Crash Cushions Permanent
 - Crash Cushions Permanent Low Maintenance
 - Crash Cushions Temporary

715.3.1.2.3 Lots by Cubic Yard

Replace the entire text with the following effective with the November 2021 letting:

(1) Define standard lots and sublots conforming to the following:

TABLE 715-1 CLASS I - LOT AND SUBLOT SIZES

CONCRETE CLASSIFICATION	LOT SIZE	SUBLOT SIZE	NUMBER OF SUBLOTS PER LOT
Class I: Pavement	1250 cubic yards	250 cubic yards	5
Class I: Structures	250 cubic yards	50 cubic yards	5
Class I: Cast-in-Place Barrier	500 cubic yards	100 cubic yards	5

- (2) The contractor may include sublots less than or equal to 25 percent of the standard volume in the previous sublot. For partial sublots exceeding 25 percent of the standard volume, notify the engineer who will direct additional testing to represent that partial sublot.
- (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 sublot 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 sublot strength is less than 2500 psi in compressive strength or 500 psi in flexural strength, the department may direct the contractor to core that sublot to determine its structural adequacy and whether to direct removal.
- (2) If the engineer directs coring, obtain three cores from the sublot 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 sublot-by-sublot 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 sublot pavement is conforming if the compressive strengths of all cores from the sublot are 2500 psi or greater.
- (6) The sublot pavement is nonconforming if the compressive strengths of any core from the sublot 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 sublot for possible removal and replacement if the 28-day sublot 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 sublot.
- (2) The engineer may initially evaluate the sublot strength using a non-destructive method. Based on the results of non-destructive testing, the department may accept the sublot at the previously determined pay for the lot, or direct the contractor to core the sublot.
- (3) If the engineer directs coring, obtain three cores from the sublot 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 sublot-by-sublot 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 sublot 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 sublot. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

715.3.3 Aggregate

Replace the entire text with the following effective with the November 2021 letting:

715.3.3.1 General

(1) Except as allowed for small quantities in 710.2, test aggregate conforming to 710.5.6.

715.3.3.2 Structures

- (1) In addition to the aggregate testing required under 710.5.6, determine the fine and coarse aggregate moisture content for each sample.
- (2) Calculate target batch weights for each mix when production of that mix begins. Whenever the moisture content of the fine or coarse aggregate changes by more than 0.5 percent, adjust the batch weights to maintain the design w/cm ratio.

715.5 Payment

Replace the entire text with the following effective with the November 2021 letting:

715.5.1 General

(1) The department will pay incentive for compressive strength under the following bid items:

ITEM NUMBER	DESCRIPTION	<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 sublot 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 x PWL) + 82
>= 85 to < 90	100
>= 50 to < 85	(5/7 x PWL) + (275/7)
< 50	50 ^[1]

- Any material resulting in a lot PWL value less than 50 will be evaluated according to 715.3.2. In the event the material remains in place, it will be paid at 50 percent of the contract unit price of the concrete bid item.
- (3) The department will not pay incentive if the lot standard deviation is greater than the following:
 - 400 psi for pavement.
 - 350 psi for structure and cast-in-place barrier
- (4) For lots with less than 3 sublots, there is no incentive but the department will reduce pay by 50 percent of the contract unit price for sublots with an average compressive strength below the following:
 - 3700 psi for pavements.
 - 4000 psi for structures and cast-in-place barrier.

715.5.3 Flexural Strength

- (1) The department will measure PWL relative to strength lower specification limits as follows:
 - Flexural strength of 650 psi for pavements.
- (2) The department will adjust pay for each lot using equation "Flex2022" as follows:

>= 50 to < 85
$$(5/7 \times PWL) + (275/7)$$

< 50 $50^{[1]}$

- Material resulting in a lot PWL value less than 50 will be evaluated according to 715.3.2. In the event the material remains in place, it will be paid at 50 percent of the contract unit price of the concrete bid item.
- (3) The department will not pay incentive if the lot standard deviation is greater than 60 psi.
- (4) For lots with less than 3 sublots, there is no incentive but the department will reduce pay by 50 percent of the contract unit price for sublots with an average flexural strength below 650 psi.

ERRATA

460.2.2.3 Aggregate Gradation Master Range

Correct errata by adding US Standard equivalent sieve sizes.

(1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
SIEVE	No. 1 (37.5 mm) (1 1/2 inch)	No. 2 (25.0 mm) (1 inch)	No.3 (19.0 mm) (3/4 inch)	No. 4 (12.5 mm) (1/2 inch)	No. 5 (9.5 mm) (3/8 inch)	No. 6 (4.75 mm) (3/16 inch)	SMA No. 4 (12.5 mm) (1/2 inch)	SMA No. 5 (9.5 mm) (3/8 inch)
50.0-mm (2-inch)	100							
37.5-mm (1 1/2-inch)	90 - 100	100						
25.0-mm (1-inch)	90 max	90 - 100	100					
19.0-mm (3/4-inch)		90 max	90 - 100	100			100	
12.5-mm (1/2-inch)			90 max	90 - 100	100		90 - 97	100
9.5-mm (3/8-inch)				90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm (No. 4)					90 max	90 - 100	25 - 35	35 - 45
2.36-mm (No. 8)	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm (No. 16)						30 - 55		
0.60-mm (No. 30)							18 max	18 max
0.075-mm (No. 200)	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min ^[1]	15.0 min ^[2]	16.0 - 17.5	16.0 min	17.0 min

^{[1] 14.5} for LT and MT mixes.

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:

ITEM NUMBER	<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] 15.5} for LT and MT mixes.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
 - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 - 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 - 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

 $\underline{https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-\underline{manual.pdf}}$

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at 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
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on 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 federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. You may contact the person to
 which this proposal is submitted for assistance in obtaining a
 copy of those regulations. "First Tier Covered Transactions"
 refers to any covered transaction between a grantee or
 subgrantee of Federal funds and a participant (such as the
 prime or general contract). "Lower Tier Covered Transactions"
 refers to any covered transaction under a First Tier Covered
 Transaction (such as subcontracts). "First Tier Participant"
 refers to the participant who has entered into a covered
 transaction with a grantee or subgrantee of Federal funds
 (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (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:

County	<u>%</u>	_County_	_%_	_County_	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director Office of Federal Contract Compliance Programs Ruess Federal Plaza 310 W. Wisconsin Ave., Suite 1115 Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective 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

1 of 1

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

- (a) Agreement Clauses. "Use of United States-flag vessels:"
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site
 of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site
 established specifically for the performance of the contract where a
 significant portion of such building or work is constructed and the physical
 place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- · FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- · U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20220010 01/21/2022

Superseded General Decision Number: WI20210010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/07/2022 1 01/21/2022

BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

Rates Fringes
BRICKLAYER.....\$ 35.31 24.7 7

BRWI0002-002 06/01/2020		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIE	ES .
	Rates	Fringes
BRICKLAYER	\$ 42.77	23.47
BRWI0002-005 06/01/2020		
ADAMS, ASHLAND, BARRON, BROWN, CLARK, COLUMBIA, DODGE, DOOR, DEFOREST, GREEN LAKE, IRON, JEFFE LINCOLN, MANITOWOC, MARATHON, MOCONTO, ONEIDA, OUTAGAMIE, POLK SHAWANO, SHEBOYGAN, TAYLOR, VILWINNEBAGO, AND WOOD COUNTIES	UNN, FLORENCE RSON, KEWAUNE IARINETTE, MAF , PORTAGE, RL	F, FOND DU LAC, EE, LANGLADE, RQUETTE, MENOMINEE, USK, ST CROIX, SAUK,
	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
KENOSHA, RACINE, AND WALWORTH C	OUNTIES	
	Rates	Fringes
BRICKLAYER	\$ 39.90	25.53
BRWI0006-002 06/01/2020		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER		23.48
BRWI0007-002 06/01/2020		
GREEN, LAFAYETTE, AND ROCK COUN	ITIES	
	Rates	Fringes
BRICKLAYER BRWI0008-002 06/01/2020	•	24.72
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA	A COUNTIES
	Rates	Fringes

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, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	\$ 33.56	18.00
MILLWRIGHT	\$ 35.08	18.35
PILEDRIVER	\$ 34.12	18.00

CARP0252-010 06/01/2016

	Rates	Fringes
Carpenters		
Carpenter	\$ 33.56 \$ 35.08	18.00 18.35
Pile Driver	\$ 34.12	18.00
CARP0264-003 06/01/2016		
KENOSHA, MILWAUKEE, OZAUKEE, R COUNTIES	ACINE, WAUKESH	A, AND WASHINGTON
	Rates	Fringes
CARPENTER		
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND	DOUGLAS COUNTI	ES
	Rates	Fringes
CARPENTER		
CARP2337-001 06/01/2016		
ZONE A: MILWAUKEE, OZAUKEE, WA	UKESHA AND WAS	HINGTON
ZONE B: KENOSHA & RACINE		
	Rates	Fringes
PILEDRIVERMAN		
Zone A	¢ 21 02	22.69

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	\$ 37.83	21.89
ELEC0014-007 05/30/2021		

REMAINING COUNTIES

	Kates	Fringes
Teledata System Installer		
<pre>Installer/Technician</pre>	\$ 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:	·	30%+12.70			
ELEC0158-002 05/30/2021					
BROWN, DOOR, KEWAUNEE, MANITOWOO MARINETTE(Wausuakee and area Sou (East of a ine 6 miles West of t County), SHAWANO (Except Area No Hutchins) COUNTIES	uth thereof), OC the West boundar	CONTO, MENOMINEE by of Oconto			
	Rates	Fringes			
ELECTRICIAN	\$ 36.14 29	9.75%+10.26			
ELEC0159-003 05/30/2021					
COLUMBIA, DANE, DODGE (Area West Emmet Townships), GREEN, LAKE (e Seneca, and St. Marie), IOWA, MA Neshkoka, Crystal Lake, Newton, COUNTIES	except Townships ARQUETTE (except	of Berlin, Townships of			
	Rates	Fringes			
ELECTRICIAN	\$ 43.38	23.13			
ELEC0219-004 06/01/2019					
FLORENCE COUNTY (Townships of Au Florence and Homestead) AND MARI Niagara)					
	Rates	Fringes			
Electricians: Electrical contracts over \$180,000 Electrical contracts under \$180,000	\$ 31.75	21.80 21.73			
* ELEC0242-005 05/30/2021					
DOUGLAS COUNTY					
	Rates	Fringes			

	Rates	Fringes	
Electricians:	\$ 41.37	69.25%	
ELECA399-002 06/01/2020			

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
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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 Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

1	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 carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit,

wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2021

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
FLECOUR 2 001 06 (02 (2010		

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction: (1) Lineman	\$ 47.53 \$ 42.78 \$ 38.02	19.80 18.40 16.88
(5) Light Groundman Drive (6) Groundsman	er\$ 30.89	16.11 14.60

ENGI0139-005 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 41.62	23.80
Group 2	\$ 41.12	23.80
Group 3	\$ 40.62	23.80
Group 4	\$ 40.36	23.80
Group 5	\$ 40.07	23.80
Group 6	\$ 34.17	23.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes IRONWORKER.....\$ 38.77 28.15

Paid Holidays: New Year Day, Thanksgiving Day 8		, July 4th, Labor
IRON0008-003 06/01/2021		
KENOSHA, MILWAUKEE, OZAUK WASHINGTON, AND WAUKESHA		(N.E. 2/3),
	Rates	Fringes
IRONWORKER	\$ 40.57	28.40
Paid Holidays: New Year Day, Thanksgiving Day 8	Christmas Day.	
IRON0383-001 06/06/2021		
ADAMS, COLUMBIA, CRAWFORD GRANT, GREENE, (Excluding JEFFERSON, JUNEAU, LA CROMARQUETTE, MENOMINEE, MON area, vicinity of Edgerto WAUSHARA, AND WOOD COUNTI	g S.E. tip), GREEN LAH DSSE, LAFAYETTE, LANGI NROE, PORTAGE, RICHLAN On and Milton), SAUK,	KE, IOWA, LADE, MARATHON, ND, ROCK (Northern
	Rates	Fringes
IRONWORKERIRON0498-005 06/01/2021		27.06
GREEN (S.E. 1/3), ROCK (SWALWORTH (S.W. 1/3) COUNT		Milton), and
	Rates	Fringes
IRONWORKER	\$ 41.37	44.41
IRON0512-008 06/03/2019		
BARRON, BUFFALO, CHIPPEWA PEPIN, PIERCE, POLK, RUSK COUNTIES		
	Rates	Fringes
IRONWORKER	\$ 37.60	29.40
IRON0512-021 05/03/2021		
ASHLAND, BAYFIELD, BURNET PRICE, SAWYER, VILAS AND		NCOLN, ONEIDA,
	Rates	Fringes
IRONWORKER	·	31.80
LAB00113-002 06/01/2021		

	ı	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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2020

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, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2020

DANE COUNTY

	ı	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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 5: Blaster; Powderman					
GROUP 6: Flagperson and Traffic Control Person					
PAIN0106-008 05/01/2017					
ASHLAND, BAYFIELD, BURNETT, AND D	OUGLAS COUNTIE	S			
	Rates	Fringes			
Painters: New: Brush, Roller	\$ 30.33	17.27			
Spray, Sandblast, Steel Repaint:		17.27			
Brush, Roller	·	17.27			
Spray, Sandblast, Steel	\$ 29.43 	17.27			
PAIN0108-002 06/01/2021					
RACINE COUNTY					
	Rates	Fringes			
Painters: Brush, RollerSpray & Sandblast	\$ 37.52				
PAIN0259-002 05/01/2008					
BARRON, CHIPPEWA, DUNN, EAU CLAIR SAWYER, ST. CROIX, AND WASHBURN C		CE, POLK, RUSK,			
	Rates	Fringes			
PAINTER		12.15			
PAIN0259-004 05/01/2015					
BUFFALO, CRAWFORD, JACKSON, LA CR VERNON COUNTIES	OSSE, MONROE,	TREMPEALEAU, AND			
	Rates	Fringes			
PAINTER	•	12.45			
PAIN0781-002 06/01/2021					
JEFFERSON, MILWAUKEE, OZAUKEE, WA	SHINGTON, AND	WAUKESHA COUNTIES			
	Rates	Fringes			
Painters: Bridge Brush Spray & Sandblast	\$ 35.95 \$ 36.70	24.50 24.50			
PAIN0802-002 06/01/2021					
COLUMBIA, DANE, DODGE, GRANT, GRE	EN, IOWA, LAFA	YETTE, RICHLAND,			

GROUP 4: Line and Grade Specialist

	Rates	Fringes
PAINTER Brush	.\$ 29.98	18.78
PREMIUM PAY: Structural Steel, Spray, Bridg hour.		·
PAIN0802-003 06/01/2021		
ADAMS, BROWN, CALUMET, CLARK, DO LAKE, IRON, JUNEAU, KEWAUNEE, LA MARATHON, MARINETTE, MARQUETTE, OUTAGAMIE, PORTAGE, PRICE, SHAWA WAUSHARA, WAUPACA, WINNEBAGO, AN	ANGLADE, LINCOLN, MENOMINEE, OCON ANO, SHEBOYGAN,	MANITOWOC, ITO, ONEIDA,
	Rates	Fringes
PAINTER		18.78
PAIN0934-001 06/01/2021		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush Spray Structural Steel	.\$ 37.52	23.27 23.27 23.27
PAIN1011-002 06/06/2021		
FLORENCE COUNTY		
	Rates	Fringes
Painters:	•	14.38
PLAS0599-010 06/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1	35.07 .\$ 35.61 .\$ 34.70 .\$ 36.27	17.17 19.75 19.40 20.51 18.73 22.99
AREA DESCRIPTIONS		
AREA 1: BAYFIELD, DOUGLAS, PR	RICE, SAWYER, AND	WASHBURN

COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

Rates	Fringes
.\$ 32.57	23.81
.\$ 32.72	23.81
.\$ 16.52	3.70
	.\$ 32.57

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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

Page 1 of 19

Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	4.000 STA		
0004	201.0205 Grubbing	4.000 STA		
0006	203.0100 Removing Small Pipe Culverts	2.000 EACH		
8000	204.0100 Removing Concrete Pavement	37,914.000 SY		
0010	204.0110 Removing Asphaltic Surface	6,866.000 SY		
0012	204.0115 Removing Asphaltic Surface Butt Joints	1,579.000 SY		
0014	204.0150 Removing Curb & Gutter	5,982.000 LF		·
0016	204.0155 Removing Concrete Sidewalk	241.000 SY		·
0018	204.0157 Removing Concrete Barrier	1,245.000 LF		·
0020	204.0165 Removing Guardrail	313.000 LF		·
0022	204.0195 Removing Concrete Bases	13.000 EACH		
0024	204.0210 Removing Manholes	16.000 EACH		
0026	204.0220 Removing Inlets	61.000 EACH		
0028	204.0245 Removing Storm Sewer (size) 01. 6-Inch	192.000 LF		
0030	204.0245 Removing Storm Sewer (size) 02. 8-Inch	28.000 LF		
0032	204.0245 Removing Storm Sewer (size) 03. 12-Inch	1,819.000 LF		







Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0245 Removing Storm Sewer (size) 04. 15- Inch	532.000 LF	·	
0036	204.0245 Removing Storm Sewer (size) 05. 18- Inch	332.000 LF		
0038	204.0245 Removing Storm Sewer (size) 06. 24- Inch	2,455.000 LF	.	·
0040	204.0245 Removing Storm Sewer (size) 07. 30-Inch	610.000 LF	·	
0042	204.0245 Removing Storm Sewer (size) 08. 36- Inch	547.000 LF	·	<u> </u>
0044	204.0245 Removing Storm Sewer (size) 09. 42-Inch	16.000 LF	·	
0046	204.0246 Removing Ancillary Structure (structure) 01. S-32-5	1.000 EACH	·	
0048	204.0246 Removing Ancillary Structure (structure) 02. S-32-4	1.000 EACH	·	
0050	204.0280 Sealing Pipes	1.000 EACH	<u> </u>	·
0052	204.9090.S Removing (item description) 01. Modular Block Gravity Wall, STA, 654+77'EX', LT	79.000 LF		
0054	204.9090.S Removing (item description) 02. Modular Block Gravity Wall, STA, 655+79'EX', LT	354.000 LF	·	
0056	204.9090.S Removing (item description) 03. Modular Block Gravity Wall, STA, 662+56'EX', LT	157.000 LF	·	
0058	204.9090.S Removing (item description) 04. Modular Block Gravity Wall, STA, 664+82'EX', LT	211.000 LF		·







Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	204.9090.S Removing (item description) 05. Modular Block Gravity Wall, STA, 667+33'EX', LT	421.000 LF		
0062	204.9090.S Removing (item description) 06. Modular Block Gravity Wall, STA, 671+78'EX', LT	111.000 LF		<u></u>
0064	204.9090.S Removing (item description) 07. Protective Railing	1,485.000 LF		
0066	205.0100 Excavation Common	46,042.000 CY		·
0068	205.0200 Excavation Rock	175.000 CY		
0070	211.0400 Prepare Foundation for Asphaltic Shoulders	38.900 STA		
0072	213.0100 Finishing Roadway (project) 01. 5163- 07-77	1.000 EACH	·	·
0074	305.0110 Base Aggregate Dense 3/4-Inch	4,700.000 TON		
0076	305.0120 Base Aggregate Dense 1 1/4-Inch	31,328.000 TON		
0078	312.0110 Select Crushed Material	1,034.000 TON		
0800	405.0100 Coloring Concrete WisDOT Red	479.000 CY		
0082	415.0085 Concrete Pavement 8 1/2-Inch	25,477.000 SY		
0084	415.4100 Concrete Pavement Joint Filling	7,935.000 SY		
0086	416.0160 Concrete Driveway 6-Inch	282.000 SY		
8800	416.0512 Concrete Truck Apron 12-Inch	1,465.000 SY		





Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	416.0610 Drilled Tie Bars	4.000 EACH		
0092	416.0620 Drilled Dowel Bars	39.000 EACH		
0094	416.1010 Concrete Surface Drains	4.000 CY		
0096	450.4000 HMA Cold Weather Paving	877.000 TON		
0098	455.0605 Tack Coat	535.000 GAL		
0100	460.2000 Incentive Density HMA Pavement	1,850.000 DOL	1.00000	1,850.00
0102	460.6223 HMA Pavement 3 MT 58-28 S	1,542.000 TON	·	·
0104	460.6224 HMA Pavement 4 MT 58-28 S	1,342.000 TON	·	
0106	465.0105 Asphaltic Surface	481.000 TON		
0108	465.0120 Asphaltic Surface Driveways and Field Entrances	35.000 TON		
0110	465.0125 Asphaltic Surface Temporary	3,360.000 TON	·	·
0112	465.0310 Asphaltic Curb	1,293.000 LF	·	
0114	465.0315 Asphaltic Flumes	33.000 SY		
0116	511.1100 Temporary Shoring	100.000 SF		
0118	511.1200 Temporary Shoring (structure) 01. R-32- 079	2,100.000 SF		
0120	513.8011 Railing Steel Pedestrian Type C2	1,092.000 LF		





Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	517.1010.S Concrete Staining (structure) 01. R-32- 080	613.000 SF		·
0124	517.1015.S Concrete Staining Multi-Color (structure) 01. R-32-079	2,160.000 SF	·	
0126	517.1015.S Concrete Staining Multi-Color (structure) 02. R-32-080	559.000 SF	·	
0128	520.2012 Culvert Pipe Temporary 12-Inch	16.000 LF		
0130	520.2015 Culvert Pipe Temporary 15-Inch	10.000 LF		
0132	520.2042 Culvert Pipe Temporary 42-Inch	38.000 LF		
0134	520.8000 Concrete Collars for Pipe	7.000 EACH		
0136	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	·	
0138	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	·	
0140	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH		
0142	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	1.000 EACH		
0144	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	2.000 EACH	·	
0146	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	2.000 EACH		
0148	531.2030 Drilling Shaft 30-Inch	68.000 LF		





Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	531.2036 Drilling Shaft 36-Inch	40.000 LF		
0152	531.5410 Foundation Single-Shaft Type TF-I (structure) 01. S-32-078	2.000 EACH		
0154	531.5410 Foundation Single-Shaft Type TF-I (structure) 02. S-32-079	2.000 EACH	·	
0156	531.5420 Foundation Single-Shaft Type TF-II (structure) 01. S-32-077	2.000 EACH	·	
0158	532.5410 Truss Full Span 2-Chord Type I (structure) 01. S-32-078	1.000 EACH	·	
0160	532.5410 Truss Full Span 2-Chord Type I (structure) 02. S-32-079	1.000 EACH		
0162	532.5420 Truss Full Span 2-Chord Type II (structure) 01. S-32-077	1.000 EACH		
0164	601.0105 Concrete Curb Type A	622.000 LF		·
0166	601.0405 Concrete Curb & Gutter 18-Inch Type A	441.000 LF		·
0168	601.0409 Concrete Curb & Gutter 30-Inch Type A	14,737.000 LF		·
0170	601.0411 Concrete Curb & Gutter 30-Inch Type D	6,318.000 LF		
0172	601.0551 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type A	1,039.000 LF	·	
0174	601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R	660.000 LF		
0176	601.0600 Concrete Curb Pedestrian	312.000 LF		
0178	602.0410 Concrete Sidewalk 5-Inch	68,270.000 SF		





Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
602.0515 Curb Ramp Detectable Warning Field Natural Patina	810.000 SF		·
603.8000 Concrete Barrier Temporary Precast Delivered	2,800.000 LF		
603.8125 Concrete Barrier Temporary Precast Installed	5,700.000 LF		
603.8500 Anchoring Concrete Barrier Temporary Precast	1,700.000 LF	·	·
606.0200 Riprap Medium	71.000 CY		
608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	16.000 LF	·	
608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	537.000 LF		
608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	51.000 LF		
608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	230.000 LF	·	·
608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	64.000 LF	·	·
608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	294.000 LF	·	·
608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	95.000 LF		
608.0448	83.000		
	602.0515 Curb Ramp Detectable Warning Field Natural Patina 603.8000 Concrete Barrier Temporary Precast Delivered 603.8125 Concrete Barrier Temporary Precast Installed 603.8500 Anchoring Concrete Barrier Temporary Precast 606.0200 Riprap Medium 608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch 608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch 608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch 608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch 608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch 608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch 608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch 608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	Description Quantity and Units	Description Quantity and Units Unit Price





Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	608.3012 Storm Sewer Pipe Class III-A 12-Inch	2,000.000 LF		
0208	608.3015 Storm Sewer Pipe Class III-A 15-Inch	264.000 LF		
0210	608.3018 Storm Sewer Pipe Class III-A 18-Inch	790.000 LF		
0212	608.3024 Storm Sewer Pipe Class III-A 24-Inch	2,015.000 LF		
0214	608.3030 Storm Sewer Pipe Class III-A 30-Inch	238.000 LF		
0216	608.3036 Storm Sewer Pipe Class III-A 36-Inch	695.000 LF		
0218	608.6008 Storm Sewer Pipe Composite 8-Inch	20.000 LF		
0220	611.0627 Inlet Covers Type HM	8.000 EACH		
0222	611.0636 Inlet Covers Type HM-S	1.000 EACH		
0224	611.0642 Inlet Covers Type MS	26.000 EACH		
0226	611.0651 Inlet Covers Type S	1.000 EACH		
0228	611.0652 Inlet Covers Type T	5.000 EACH		
0230	611.1005 Catch Basins 5-FT Diameter	9.000 EACH		
0232	611.1006 Catch Basins 6-FT Diameter	6.000 EACH		
0234	611.2004 Manholes 4-FT Diameter	4.000 EACH		
0236	611.2005 Manholes 5-FT Diameter	3.000 EACH		
0238	611.2006 Manholes 6-FT Diameter	2.000 EACH		





Proposal Schedule of Items

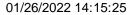
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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	611.2008 Manholes 8-FT Diameter	2.000 EACH		
0242	611.3901 Inlets Median 1 Grate	8.000 EACH		
0244	611.3902 Inlets Median 2 Grate	9.000 EACH		·
0246	612.0406 Pipe Underdrain Wrapped 6-Inch	1,056.000 LF		
0248	614.0305 Steel Plate Beam Guard Class A	113.000 LF		
0250	614.0370 Steel Plate Beam Guard Energy Absorbing Terminal	1.000 EACH		
0252	614.0905 Crash Cushions Temporary	9.000 EACH		
0254	618.0100 Maintenance And Repair of Haul Roads (project) 01. 5163-07-77	1.000 EACH		
0256	619.1000 Mobilization	1.000 EACH		
0258	620.0300 Concrete Median Sloped Nose	923.000 SF		
0260	624.0100 Water	516.000 MGAL		
0262	625.0500 Salvaged Topsoil	44,100.000 SY		
0264	628.1504 Silt Fence	8,100.000 LF		·
0266	628.1520 Silt Fence Maintenance	8,100.000 LF		
0268	628.1905 Mobilizations Erosion Control	8.000 EACH		
0270	628.1910 Mobilizations Emergency Erosion Control	12.000 EACH		







Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	628.1920 Cleaning Sediment Basins	2.000 CY		·
0274	628.2004 Erosion Mat Class I Type B	8,550.000 SY	•	
0276	628.2006 Erosion Mat Urban Class I Type A	30,700.000 SY	·	·
0278	628.2033 Erosion Mat Class III Type B	5,250.000 SY	•	·
0280	628.7005 Inlet Protection Type A	117.000 EACH		
0282	628.7015 Inlet Protection Type C	98.000 EACH		
0284	628.7504 Temporary Ditch Checks	175.000 LF		·
0286	628.7515.S Stone Ditch Checks	77.000 CY		·
0288	628.7555 Culvert Pipe Checks	20.000 EACH		
0290	628.7570 Rock Bags	170.000 EACH		
0292	629.0210 Fertilizer Type B	32.600 CWT		
0294	630.0120 Seeding Mixture No. 20	1,212.000 LB		
0296	630.0170 Seeding Mixture No. 70	4.000 LB		
0298	630.0400 Seeding Nurse Crop	7.000 LB		
0300	630.0500 Seed Water	1,022.000 MGAL		
0302	634.0612 Posts Wood 4x6-Inch X 12-FT	2.000 EACH		
0304	634.0614 Posts Wood 4x6-Inch X 14-FT	73.000 EACH		<u></u>





Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0306	634.0616 Posts Wood 4x6-Inch X 16-FT	58.000 EACH		
0308	634.0618 Posts Wood 4x6-Inch X 18-FT	1.000 EACH		<u> </u>
0310	634.0620 Posts Wood 4x6-Inch X 20-FT	4.000 EACH		
0312	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	3.000 EACH	·	
0314	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	4.000 EACH		
0316	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	5.000 EACH		
0318	637.1220 Signs Type I Reflective SH	368.500 SF		
0320	637.2210 Signs Type II Reflective H	897.590 SF		
0322	637.2230 Signs Type II Reflective F	378.260 SF		
0324	638.2102 Moving Signs Type II	19.000 EACH		
0326	638.2601 Removing Signs Type I	2.000 EACH		
0328	638.2602 Removing Signs Type II	82.000 EACH		
0330	638.3000 Removing Small Sign Supports	88.000 EACH		
0332	642.5201 Field Office Type C	1.000 EACH		
0334	643.0300 Traffic Control Drums	70,300.000 DAY		
0336	643.0410 Traffic Control Barricades Type II	1,000.000 DAY		
0338	643.0420 Traffic Control Barricades Type III	9,200.000 DAY	·	





Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0340	643.0500 Traffic Control Flexible Tubular Marker Posts	600.000 EACH		
0342	643.0600 Traffic Control Flexible Tubular Marker Bases	600.000 EACH	·	·
0344	643.0705 Traffic Control Warning Lights Type A	14,200.000 DAY		
0346	643.0715 Traffic Control Warning Lights Type C	5,800.000 DAY		<u> </u>
0348	643.0900 Traffic Control Signs	45,900.000 DAY		
0350	643.0920 Traffic Control Covering Signs Type II	14.000 EACH		
0352	643.1050 Traffic Control Signs PCMS	214.000 DAY		
0354	643.5000 Traffic Control	1.000 EACH		
0356	644.1420 Temporary Pedestrian Surface Plywood	900.000 SF		
0358	644.1601 Temporary Pedestrian Curb Ramp	800.000 DAY		<u> </u>
0360	644.1810 Temporary Pedestrian Barricade	800.000 LF		
0362	645.0130 Geotextile Type R	930.000 SY		
0364	646.1020 Marking Line Epoxy 4-Inch	24,376.000 LF		
0366	646.3020 Marking Line Epoxy 8-Inch	2,958.000 LF		
0368	646.5020 Marking Arrow Epoxy	18.000 EACH		
0370	646.5120 Marking Word Epoxy	1.000 EACH		







Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0372	646.6320 Marking Dotted Extension Epoxy 18-Inch	131.000 LF		
0374	646.6464 Cold Weather Marking Epoxy 4-Inch	24,376.000 LF		
0376	646.6468 Cold Weather Marking Epoxy 8-Inch	2,958.000 LF		
0378	646.7120 Marking Diagonal Epoxy 12-Inch	314.000 LF	·	
0380	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	680.000 LF		
0382	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	330.000 LF		·
0384	646.8120 Marking Curb Epoxy	120.000 LF		
0386	646.8220 Marking Island Nose Epoxy	8.000 EACH		
0388	646.9000 Marking Removal Line 4-Inch	19,750.000 LF	·	
0390	646.9100 Marking Removal Line 8-Inch	4,600.000 LF	·	<u> </u>
0392	649.0105 Temporary Marking Line Paint 4-Inch	53,150.000 LF	·	
0394	649.0150 Temporary Marking Line Removable Tape 4-Inch	59,950.000 LF	·	
0396	649.0205 Temporary Marking Line Paint 8-Inch	3,300.000 LF		
0398	649.0250 Temporary Marking Line Removable Tape 8-Inch	1,900.000 LF		
0400	649.0505 Temporary Marking Arrow Paint	10.000 EACH		





Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0402	649.0550 Temporary Marking Arrow Removable Tape	5.000 EACH		·
0404	649.0605 Temporary Marking Word Paint	5.000 EACH		
0406	649.0650 Temporary Marking Word Removable Tape	5.000 EACH	<u></u>	·
0408	649.0805 Temporary Marking Stop Line Paint 18- Inch	240.000 LF		
0410	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	70.000 LF		·
0412	650.4000 Construction Staking Storm Sewer	129.000 EACH	<u></u>	
0414	650.4500 Construction Staking Subgrade	10,904.000 LF	·	
0416	650.5000 Construction Staking Base	5,628.000 LF		
0418	650.5500 Construction Staking Curb Gutter and Curb & Gutter	6,622.000 LF		·
0420	650.6000 Construction Staking Pipe Culverts	1.000 EACH	·	·
0422	650.6500 Construction Staking Structure Layout (structure) 01. R-32-079	LS	LUMP SUM	·
0424	650.6500 Construction Staking Structure Layout (structure) 02. R-32-080	LS	LUMP SUM	
0426	650.6500 Construction Staking Structure Layout (structure) 03. S-32-077	LS	LUMP SUM	
0428	650.6500 Construction Staking Structure Layout (structure) 04. S-32-078	LS	LUMP SUM	







Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0430	650.6500 Construction Staking Structure Layout (structure) 05. S-32-079	LS	LUMP SUM	
0432	650.6500 Construction Staking Structure Layout (structure) 06. Wall Modular Block Mechanically Stabilized Earth Landscape, STA. 10+00'WALLA	LS	LUMP SUM	
0434	650.7000 Construction Staking Concrete Pavement	5,276.000 LF		
0436	650.8500 Construction Staking Electrical Installations (project) 01. 5163-07-77	LS	LUMP SUM	
0438	650.9000 Construction Staking Curb Ramps	15.000 EACH		
0440	650.9910 Construction Staking Supplemental Control (project) 01. 5163-07-77	LS	LUMP SUM	
0442	650.9920 Construction Staking Slope Stakes	9,594.000 LF		·
0444	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	7,452.000 LF		
0446	653.0164 Pull Boxes Non-Conductive 24x42-Inch	58.000 EACH		
0448	653.0905 Removing Pull Boxes	13.000 EACH		
0450	654.0105 Concrete Bases Type 5	41.000 EACH		
0452	654.0224 Concrete Control Cabinet Bases Type L24	3.000 EACH		
0454	655.0610 Electrical Wire Lighting 12 AWG	12,255.000 LF		
0456	655.0615 Electrical Wire Lighting 10 AWG	12,728.000 LF		





Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0458	655.0620 Electrical Wire Lighting 8 AWG	4,348.000 LF		
0460	655.0625 Electrical Wire Lighting 6 AWG	7,033.000 LF		
0462	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. Sunnyside Dr	LS	LUMP SUM	·
0464	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. USH 14	LS	LUMP SUM	
0466	656.0200 Electrical Service Meter Breaker Pedestal (location) 03. Fireclay	LS	LUMP SUM	<u></u> .
0468	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	41.000 EACH	·	·
0470	657.0322 Poles Type 5-Aluminum	41.000 EACH		
0472	657.0610 Luminaire Arms Single Member 4 1/2- Inch Clamp 6-FT	42.000 EACH	·	·
0474	657.0710 Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT	20.000 EACH	·	·
0476	659.1120 Luminaires Utility LED B	62.000 EACH		
0478	659.2124 Lighting Control Cabinets 120/240 24- Inch	3.000 EACH	·	·
0480	661.0200 Temporary Traffic Signals for Intersections (location) 01. USH 14 & STH 35	LS	LUMP SUM	
0482	690.0150 Sawing Asphalt	5,344.000 LF		
0484	690.0250 Sawing Concrete	11,004.000 LF		







Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0486	715.0720 Incentive Compressive Strength Concrete Pavement	7,645.000 DOL	1.00000	7,645.00
0488	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,500.000 HRS	5.00000	12,500.00
0490	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	3,500.000 HRS	5.00000	17,500.00
0492	SPV.0045 Special 01. Temporary Detectable Warning Field	1,600.000 DAY	·	
0494	SPV.0060 Special 01. Temporary Pipe Connection	13.000 EACH		
0496	SPV.0060 Special 02. Removing Lighting Units	13.000 EACH	·	
0498	SPV.0060 Special 03. Inlet Covers Flat Temporary	36.000 EACH		·
0500	SPV.0060 Special 04. Concrete Base Railing	151.000 EACH		·
0502	SPV.0060 Special 05. Remove Water Valve Manhole	7.000 EACH		
0504	SPV.0060 Special 06. Remove Hydrant	2.000 EACH	·	·
0506	SPV.0060 Special 07. Adjusting Water Valve Manhole	2.000 EACH		·
0508	SPV.0060 Special 08. Adjusting Sanitary Manhole	9.000 EACH		
0510	SPV.0060 Special 09. Adjusting Water Valve Box	10.000 EACH		
0512	SPV.0060 Special 10. Install Water Valve Box	6.000 EACH		
0514	SPV.0060 Special 11. Water Valves	3.000 EACH		





Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0516	SPV.0060 Special 12. Install Hydrant	2.000 EACH		
0518	SPV.0060 Special 13. Connect To Existing Water Main	11.000 EACH	·	
0520	SPV.0060 Special 14. Connect to Existing Sanitary Sewer	3.000 EACH		
0522	SPV.0060 Special 15. Construction Staking Roundabout Sunnyside Dr	1.000 EACH		
0524	SPV.0060 Special 16. Construction Staking Roundabout USH 14/61	1.000 EACH		·
0526	SPV.0060 Special 17. Remove and Salvage RRFB System	3.000 EACH		
0528	SPV.0060 Special 18. Temporary Lighting STH 35/14/61 Roundabout	1.000 EACH		
0530	SPV.0060 Special 19. Temporary Lighting STH 35/Sunnyside Dr Roundabout	1.000 EACH		
0532	SPV.0060 Special 20. Install Manhole Covers	9.000 EACH		
0534	SPV.0060 Special 21. Install Inlet Covers	83.000 EACH		
0536	SPV.0060 Special 22. Catch Basins 4-FT Diameter Special	81.000 EACH		<u></u>
0538	SPV.0090 Special 01. Storm Sewer Pipe PVC 6-Inch	59.000 LF		
0540	SPV.0090 Special 02. Remove Water Main	25.000 LF		
0542	SPV.0090 Special 03. Water Main 6-Inch	66.000 LF		·





Proposal Schedule of Items

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Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0544	SPV.0090 Special 04. Water Main 8-Inch	3.000 LF		
0546	SPV.0090 Special 05. Water Main 12-Inch	6.000 LF		<u> </u>
0548	SPV.0090 Special 06. Sanitary Sewer PVC 8-Inch	132.000 LF		
0550	SPV.0165 Special 01. Wall Modular Block Gravity R-32-079	2,160.000 SF		·
0552	SPV.0165 Special 02. Wall Modular Block Gravity R-32-080	559.000 SF		
0554	SPV.0165 Special 03. Wall Modular Block Mechanically Stabilized Earth Landscape, STA. 10+00'WALLA	2,178.000 SF	·	
	Section: 000	1	Total:	
			Total Bid:	<u> </u>

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

March 2, 2022

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of March 8, 2022

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 03 - 11, 13 - 22, 25 - 29, 31, 32, 37, 39 - 41, 44, 45, and 47 - 51; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposals 09 and 15 These wage rates are effective for all proposals they are included in in the March 8, 2022 letting. The updated wage rates are dated February 25, 2022 and are effective on or after March 7, 2022.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

"General Decision Number: WI20220010 02/25/2022

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 |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- 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.

2	01/21/2022 02/04/2022 02/25/2022	
BRWI0001-002 06/01/2020		
CRAWFORD, JACKSON, JUNEAU VERNON COUNTIES	J, LA CROSSE, MONROE,	, TREMPEALEAU, AND
	Rates	Fringes
BRICKLAYER	\$ 35.31	24.7 7
BRWI0002-002 06/01/2020		
ASHLAND, BAYFIELD, DOUGLA	S, AND IRON COUNTIES	5
	Rates	Fringes
BRICKLAYER BRWI0002-005 06/01/2020	\$ 42.77	23.47
ADAMS, ASHLAND, BARRON, B CLARK, COLUMBIA, DODGE, D FOREST, GREEN LAKE, IRON, LINCOLN, MANITOWOC, MARAT OCONTO, ONEIDA, OUTAGAMIE SHAWANO, SHEBOYGAN, TAYLO WINNEBAGO, AND WOOD COUNT	DOOR, DUNN, FLORENCE, JEFFERSON, KEWAUNEE HON, MARINETTE, MARC , POLK, PORTAGE, RUS DR, VILAS, WALWORTH,	, FOND DU LAC, E, LANGLADE, QUETTE, MENOMINEE, SK, ST CROIX, SAUK,
	Rates	Fringes
CEMENT MASON/CONCRETE FIN	IISHER\$ 36.68	23.40
BRWI0003-002 06/01/2020		
BROWN, DOOR, FLORENCE, KE	WAUNEE, MARINETTE, A	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER BRWI0004-002 06/01/2020		
KENOSHA, RACINE, AND WALM	ORTH COUNTIES	
	Rates	Fringes
BRICKLAYER	\$ 39.90	25.53
BRWI0006-002 06/01/2020		
ADAMS, CLARK, FOREST, LAN ONEIDA, PORTAGE, PRICE, T		
	Rates	Fringes

BRICKLAYER.....\$ 36.60 23.48

BRWI0007-002 06/01/2020

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 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

BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER CARPENTERMILLWRIGHT	.\$ 35.08 .\$ 34.12	18.00 18.35 18.00
CARP0252-010 06/01/2016		
ASHLAND COUNTY		
	Rates	Fringes
Carpenters Carpenter	.\$ 35.08 .\$ 34.12	18.00 18.35 18.00
KENOSHA, MILWAUKEE, OZAUKEE, RACI COUNTIES	INE, WAUKESHA, A	ND WASHINGTON
	Rates	Fringes
CARPENTER	•	22.11
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND DOL	JGLAS COUNTIES	
	Rates	Fringes
CARPENTER	•	20.43
CARP2337-001 06/01/2016 ZONE A: MILWAUKEE, OZAUKEE, WAUKE	CUA AND MACUTNO	CTON.
,	SUA AND MASUING	TON
ZONE B: KENOSHA & RACINE		
	Rates	Fringes
PILEDRIVERMAN Zone A	.\$ 31.03	22.69 22.69
ELEC0014-002 12/26/2021		
ASHLAND, BARRON, BAYFIELD, BUFFAI (except Maryville, Colby, Unity, Sherwood), CRAWFORD, DUNN, EAU CICROSSE, MONROE, PEPIN, PIERCE, PCCROIX, SAWYER, TAYLOR, TREMPEALEACOUNTIES	Sherman, Fremor AIRE, GRANT, IR DLK, PRICE, RICH	rt, Lynn & RON, JACKSON, LA RLAND, RUSK, ST

Rates Fringes
Electricians:.....\$ 37.83 21.89

REMAINING COUNTIES

Fringes Teledata System Installer Installer/Technician.....\$ 28.50 15.92

Rates

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2020

KENOSHA COUNTY

Rates Fringes Electricians:.....\$ 41.62 30%+12.70 ______

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 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:		-	
ELEC0388-002 06/01/2020			
ADAMS, CLARK (Colby, Freemont, L Sherwood, Unity), FOREST, JUNEA MARINETTE (Beecher, Dunbar, Good West of a line 6 miles West of t County), ONEIDA, PORTAGE, SHAWAN AND WOOD COUNTIES	U, LANGLADE, I man & Pembine he West bounda	INCOLN, MARATHON,), MENOMINEE (Area ary of Oconto	
	Rates	Fringes	
Electricians:	.\$ 34.85	26%+11.20	
ELEC0430-002 06/01/2021			
RACINE COUNTY (Except Burlington	Township)		
	Rates	Fringes	
Electricians: ELEC0494-005 06/01/2021	.\$ 43.45	24.89	
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA (COUNTIES	
	Rates	Fringes	
Electricians:	.\$ 44.39	25.67	
ELEC0494-006 06/01/2021			
CALUMET (Township of New Holstei including Chester Township), FON (Schleswig), and SHEBOYGAN COUNT	D DU LAC, MAN		
	Rates	Fringes	
Electricians:	•	22.74	
ELEC0494-013 06/01/2021			
DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES			
	Rates	Fringes	
Sound & Communications Installer Technician		18.80 20.26	
Installation, testing, mainten	ance, operatio	on and servicing	

of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2021

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), GRE RACINE (Burlington Township), RC		
	Rates	Fringes
Electricians:		
ELEC0953-001 06/02/2019		
	Rates	Fringes
Line Construction: (1) Lineman	.\$ 42.78 .\$ 38.02	21.43 19.80 18.40 16.88
(4) Heavy Groundman Driver.(5) Light Groundman Driver.(6) Groundsman	.\$ 30.89	16.88 16.11 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

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 38.77 28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

.....

IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 40.57 28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

.....

IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER.....\$ 37.75 27.06

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER.....\$ 41.37 44.41

IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU 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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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
Groun	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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 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, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	ı	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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2020

DANE COUNTY

	1	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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	I	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	30.33	17.27
Spray,	Sandblast, Steel\$	30.93	17.27
Repaint	:		
Brush,	Roller\$	28.83	17.27
Spray,	Sandblast, Steel\$	29.43	17.27

PAIN0108-002 06/01/2021

RACINE COUNTY

	Rates	Fringes	
Painters:			
Brush, Roller	\$ 36.08	20.36	
Spray & Sandblast	\$ 37.52	23.27	

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER	.\$ 24.11	12.15
PAIN0259-004 05/01/2015		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes	
PAINTER	\$ 22.03	12.45	
PAIN0781-002 06/01/2021			

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

JETT ENSON, THEWAOKEE, OZAOKEE, W	ASHINGTON, AND V	WORLDING COOKITES
	Rates	Fringes
Painters: BridgeBrushSpray & Sandblast	.\$ 35.95 .\$ 36.70	24.50 24.50 24.50
PAIN0802-002 06/01/2021		
COLUMBIA, DANE, DODGE, GRANT, GR ROCK, AND SAUK COUNTIES	EEN, IOWA, LAFAY	/ETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	.\$ 29.98	18.78
PREMIUM PAY: Structural Steel, Spray, Bridg hour.	es = \$1.00 add	ditional per
PAIN0802-003 06/01/2021		
ADAMS, BROWN, CALUMET, CLARK, DO LAKE, IRON, JUNEAU, KEWAUNEE, LA MARATHON, MARINETTE, MARQUETTE, OUTAGAMIE, PORTAGE, PRICE, SHAWA WAUSHARA, WAUPACA, WINNEBAGO, AN	NGLADE, LINCOLN, MENOMINEE, OCON NO, SHEBOYGAN,	, MANITOWOC, NTO, ONEIDA,
	Rates	Fringes
PAINTER	.\$ 29.98	18.78
PAIN0934-001 06/01/2021		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	.\$ 37.52	23.27 23.27 23.27
PAIN1011-002 06/06/2021		
FLORENCE COUNTY		
	Rates	Fringes
Painters:	· ·	14.38
PLAS0599-010 06/01/2017	·	
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1		17.17 19.75

Area 3	\$ 35.61	19.40
Area 4	\$ 34.70	20.51
Area 5	\$ 36.27	18.73
Area 6	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids, Dumptor & Articulated,		23.81
Truck Mechanic	\$ 32.72 	23.81
WELL DRILLER	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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 |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- 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 1 01/07/2022 01/21/2022 2 02/04/2022 3 02/25/2022

BRWI0001-002 06/01/2020

BRWI0002-005 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER		24.7 7
BRWI0002-002 06/01/2020		
ASHLAND, BAYFIELD, DOUGLAS, AND I	RON COUNTIES	
	Rates	Fringes
BRICKLAYER		23.47

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 CO	UNTIES	
	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	•	24.72
BRWI0008-002 06/01/2020		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA	COUNTIES
	Rates	Fringes
BRICKLAYER	•	24.32
BRWI0009-001 06/01/2020		
GREEN LAKE, MARQUETTE, OUTAGAMIE AND WINNEBAGO COUNTIES	, SHAWANO, W	AUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER		24.40
BRWI0011-002 06/01/2020		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYG	AN COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 35.68 	24.40
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 35.56	24.23
BRWI0019-002 06/01/2020		
BARRON, BUFFALO, BURNETT, CHIPPEL PIERCE, POLK, RUSK, ST. CROIX, SA		
	Rates	Fringes
BRICKLAYER	.\$ 34.86	25.22
BRWI0021-002 06/01/2020		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER	.\$ 36.80	24.97
BRWI0034-002 06/01/2020		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	.\$ 37.36	24.43

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	
CARDO252-002 06/01/2016			

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	\$ 33.56	18.00
MILLWRIGHT	\$ 35.08	18.35
PILEDRIVER	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter	\$ 33.56	18.00
Millwright	\$ 35.08	18.35
Pile Driver	\$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER	\$ 35.78	22.11
CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	\$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A	\$ 31.03	22.69
Zone B	\$ 31.03	22.69

CARP2337-003 06/01/2019

	Rates	Fringes
MILLWRIGHT		
Zone A	\$ 33.58	21.53
Zone B	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ELEC0014-002 12/26/2021

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	\$ 37.83	21.89
ELEC0127-002 06/01/2020		

KENOSHA COUNTY

	Rates	Fringes	
Electricians:	\$ 41.62	30%+12.70	
ELEC0158-002 05/30/2021			

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
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

COUNTIES				
	Rates	Fringes		
ELECTRICIAN	\$ 43.38	23.13		
ELEC0219-004 06/01/2019				
FLORENCE COUNTY (Townships of Aur Florence and Homestead) AND MARIN 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:				
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:				
RACINE COUNTY (Except Burlington	Township)			
(======================================	Rates	Fringes		
Electricians:		24.89		
ELEC0494-005 06/01/2021				
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA COU	INTIES		
	Rates	Fringes		
Electricians:	\$ 44.39	25.67		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26

ELEC0494-006 06/01/2021

	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	
ENGTO420 002 06/06/0004			

ENGI0139-003 06/06/2021

REMAINING COUNTIES

Rates	Fringes
Power Equipment Operator Group 1	23.80 23.80 23.80 23.80 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 Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENCTA120 007 06/07/2021

ENGI0139-007 06/07/2021

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

ı	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

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 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 TREMPEALEAU 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	
LABO0113-004 06/01/2020			-

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1	\$ 16.38	21.08
Group 2	\$ 18.65	21.08
Group 3	\$ 22.19	21.08
Group 4	\$ 31.56	21.08
Group 5	\$ 31.70	21.08
Group 6	\$ 31.76	21.08
Group 7	\$ 34.77	21.08
Group 8	\$ 37.59	21.08
Group 9	\$ 38.23	21.08

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

LAB00113-005 06/01/2020

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Ra	ates	Fringes
Laborers:			
Group	1\$ 2	23.05	21.08
Group	2\$ 2	28.98	21.08
Group	3\$ 3	32.34	21.08
Group	4\$ 3	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 Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LABO0113-008 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		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

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

^{*} LAB00113-009 06/01/2020

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]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

1	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:

^{*}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, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/01/2020

DANE AND DOUGLAS COUNTIES

	F	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 Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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 Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1	\$ 39.46	17.17
Area 2 (BAC)	\$ 35.07	19.75
Area 3	\$ 35.61	19.40
Area 4	\$ 34.70	20.51
Area 5	\$ 36.27	18.73
Area 6	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles	\$ 32.57	23.81

	3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic\$ 32.72	23.81	
 WELL 	DRILLER\$ 16.52	3.70	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"



Wisconsin Department of Transportation

February 24, 2022

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Seed Mix Addendum #01

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)

	IADLL 00	10-0 (01 11011)	AL SELD MIXIO	INEO)			
SPECIES COMMON NAME	SPECIES BOTANICAL	PURITY minimum %	GERMINATION minimum %	MIX		OPORTI	ONS
(Acceptable Varieties)	NAME	IIIIIIIIIIIII 70	IIIIIIIIIIIIII 76	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	Triflium 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



Wisconsin Department of Transportation

February 21, 2022

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #51: 5163-07-77, WISC 2022069

Genoa - Lacrosse

Sunnyside Dr to Garner Place

STH 35

La Crosse County

Letting of March 8, 2022

This is Addendum No. 01, which provides for the following:

Special Provisions:

	Revised Special Provisions
Article No.	Description
6	Utilities

	Added Special Provisions
Article No.	Description
49	Coordination with Businesses and Residents

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

ADDENDUM NO. 01

5163-07-77

February 21, 2022

Special Provisions

6. Utilities.

Replace the entire section titled Xcel Energy (Electricity) with the following:

Xcel Energy (Electricity)

Xcel Energy has an existing overhead electric facility along the east side of STH 35 from the beginning of the project north to USH 14 where it turns and heads east along the south side of USH 14 to Station 150+00.

Xcel Energy has an existing underground facility along the south side of Sunnyside Drive crossing STH 35 at Station 651+60.

Xcel Energy has an existing overhead electric facility along the north side of Riverview Drive which crosses over STH 35 at Station 654+80.

Xcel Energy has an existing overhead electric facility crossing over STH 35 at Old Town Hall Road at Station 659+20.

Xcel Energy has an existing overhead electric facility that runs along the south side of Calvert Road. At the intersection with STH 35, it splits into two separate facilities crossing STH 35 at Station 676+35 and Station 676+90. From here, the northern most electric facility drops to an underground feed that continues north along the east side of STH 35 to the corner of STH 35 and Garner Place where it reconnects to the overhead facilities that come in from the east along the south side of Garner Place and turn and head north along the east side of STH 35 to the end of the project.

Xcel Energy has an existing underground electric facility along the south side of Brickyard Lane from Station 150+75 to the southwest corner of the intersection of Brickyard Lane and Fireclay Court where it turns and heads northeast across the intersection and continues east along the north side of Brickyard Lane as well as north along the east side of Fireclay Court until USH 14 where it heads northeast crossing under USH 14 at Station 164+20.

Xcel Energy has underground and aerial facilities in the project area that directly conflict with the project improvements. The following work will be performed by Xcel Energy forces prior to construction: Xcel Energy forces will relocate the following poles:

- Existing pole at STA 651+50'NB' RT to be moved to STA 651+00'NB' RT and new underground
 facilities will be installed beginning at the new pole location, then heading west under STH 35 and
 connecting into existing underground facilities on the south side of Sunnyside Drive
- Existing pole at STA 652+25'NB' RT to be moved to STA 653+30'NB' RT behind the sidewalk and new underground facilities will be installed beginning at the new pole location, then heading west under STH 35 and connecting into the existing underground facilities on the north side of Sunnyside Drive
- Existing pole at STA 654+80 RT will be moved behind the sidewalk
- New pole will be installed at STA 656+80 RT behind the sidewalk
- Existing pole at STA 657+80 RT will be moved to STA 658+80 RT behind the sidewalk
- Existing poles at STA 659+40 RT will be removed and consolidated to a single pole at STA 659+50 RT
- Existing pole at 676+95 LT will be moved behind the sidewalk
- Existing pole at 681+40 RT will be moved to STA 681+30 RT behind the new curb and gutter

All new poles will be installed in areas with planned cuts so will require grading around them during construction.

Work planned prior to construction is anticipated to begin on March 15, 2022 and will take approximately 15 working days to complete.

49. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and businesspeople 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)

END OF ADDENDUM



Wisconsin Department of Transportation

March 4, 2022

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #51: 5163-07-77, WISC 2022069

Genoa - Lacrosse

Sunnyside Dr to Garner Place

STH 35

La Crosse County

Letting of March 8, 2022

This is Addendum No. 02, which provides for the following:

Special Provisions:

	Deleted Special Provisions
Article No.	Description
19	Stone Ditch Checks, Item 628.7515.S

Schedule of Items:

	Revised Bid Item Quantitie	es			
Bid Item	Item Description	Unit	Old	Revised	Proposal
Did item	item Description	Unit	Quantity	Quantity	Total
606.0200	Rip Rap Medium	CY	71	684	755
628.2006	Erosion Mat Urban Class I, Type A	SY	30,700	2,300	33,000

	Added Bid Item Quantitie	s			
Bid Item	Item Description	Unit	Old	Revised	Proposal
Did itelli	item Description	Offic	Quantity	Quantity	Total
645.0120	Geotextile Fabric HR	SY	0	2,020	2,020

	Deleted Bid Item Quantitie	es			
Bid Item	Itom Description	Unit	Old	Revised	Proposal
Did itelli	Item Description	Offic	Quantity	Quantity	Total
628.2033	Erosion Mat Class III, Type B	SY	5,250	-5,250	0
628.7515.S	Stone Ditch Checks	CY	77	-77	0
645.0130	Geotextile Fabric R	SY	930	-930	0

Plan Sheets:

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
25, 27	Construction Details (Rip rap detail at culverts was updated, rip rap detail for ditches was added, and stone ditch checks detail was removed)
80-85	Erosion Control Sheets (Revised Channel Restoration along north side of USH 14 from STA 147+00 to 162+50 LT)
329,332	Miscellaneous Quantities (Address changes noted above in Schedule of Items)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

ADDENDUM NO. 02 5163-07-77 March 4, 2022

Special Provisions

DELETE ARTICLE 19. STONE DITCH CHECKS

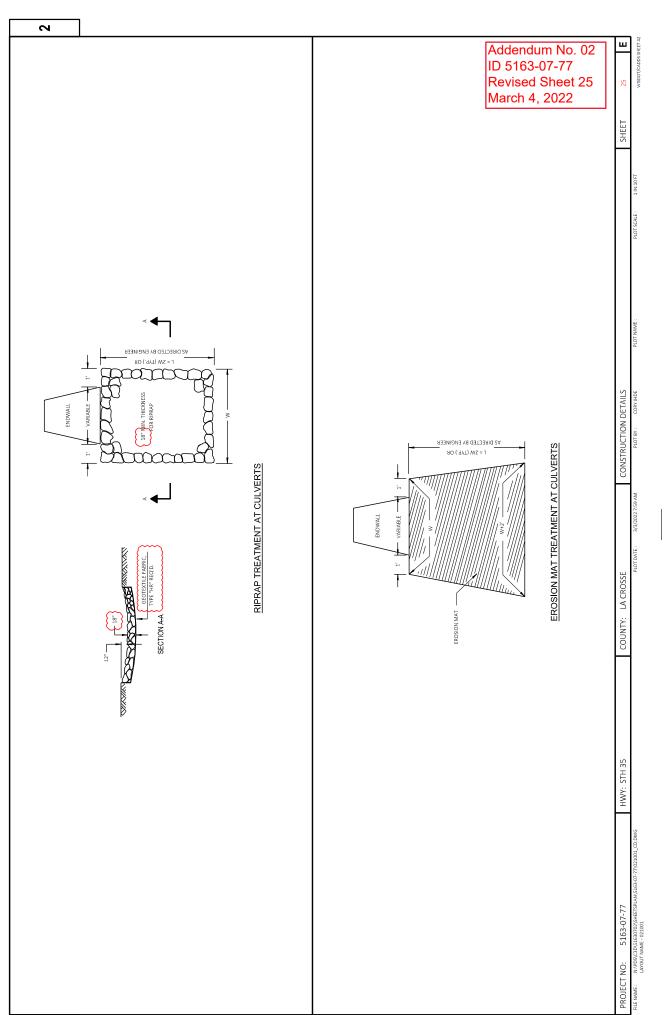
Schedule of Items

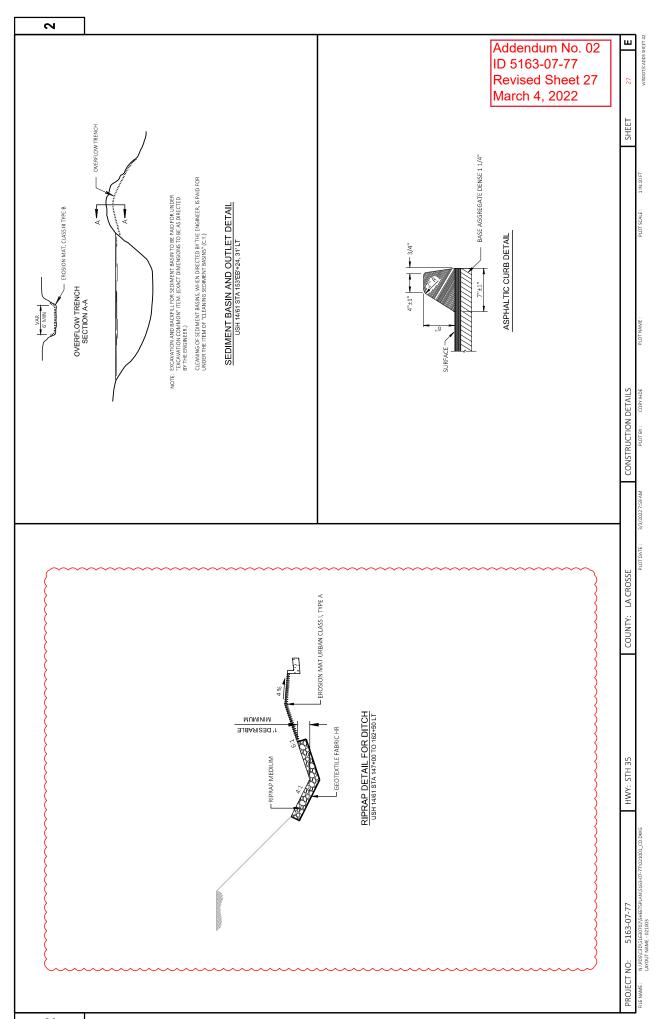
Attached, dated March 4, 2022, are the revised Schedule of Items Pages 1 - 19.

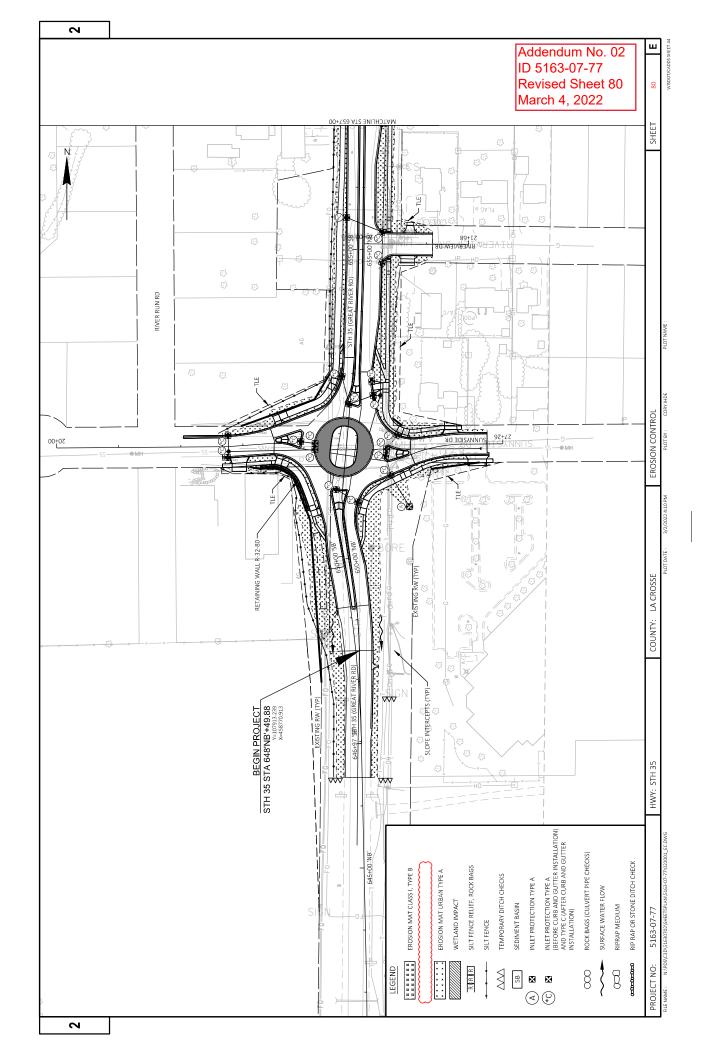
Plan Sheets

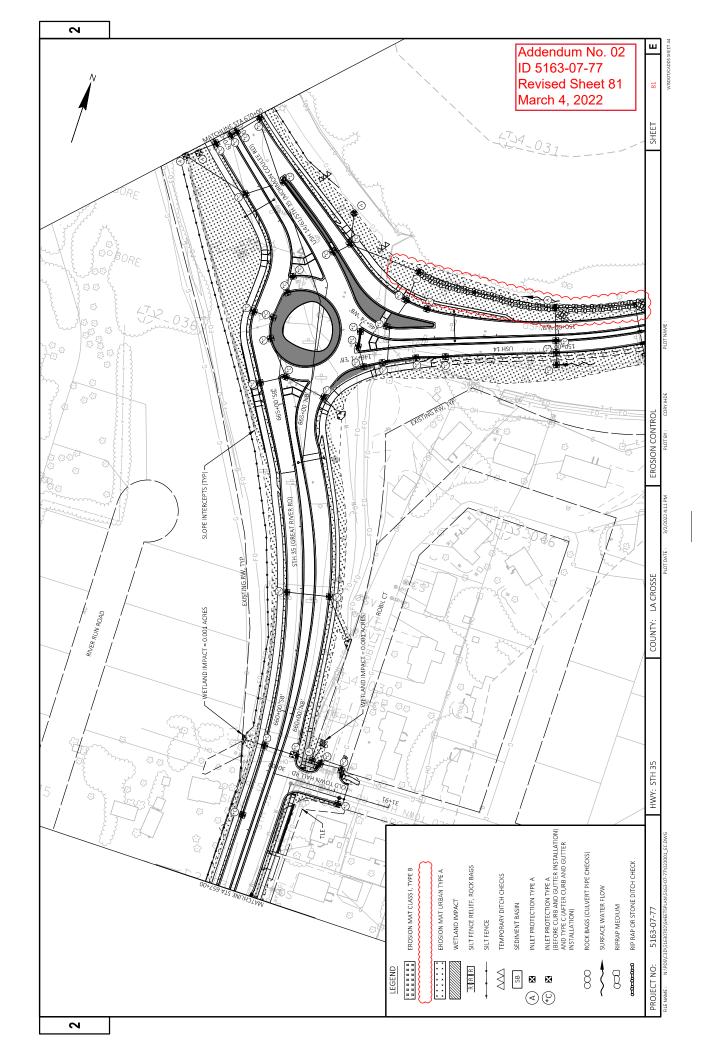
The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 25, 27, 80-85, 329, and 332.

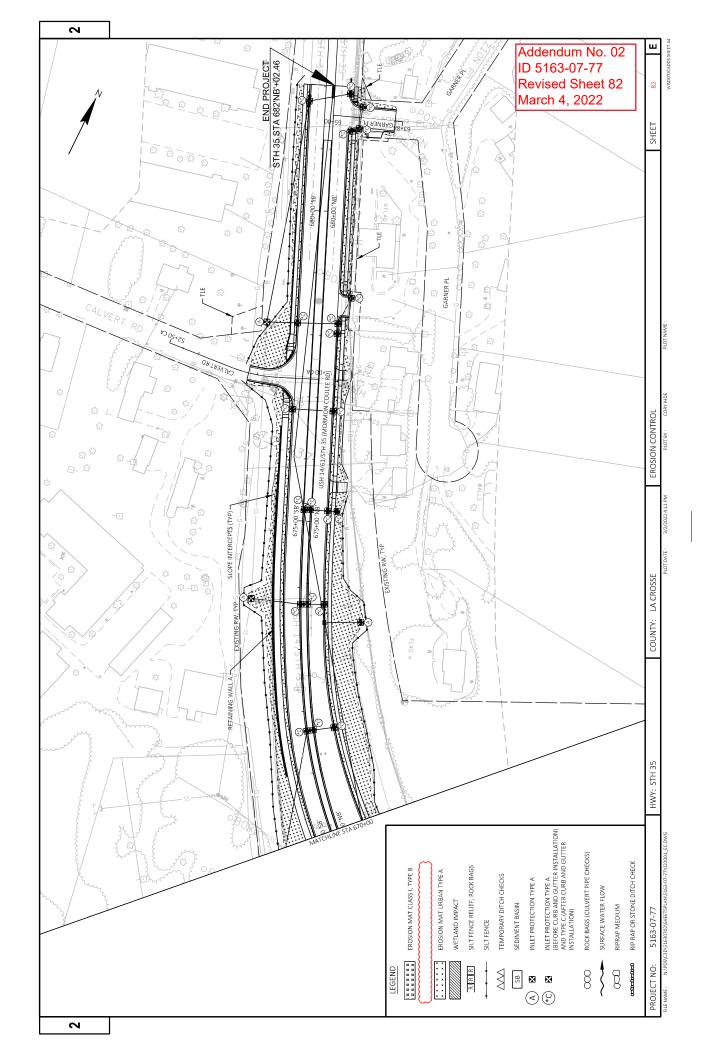
END OF ADDENDUM

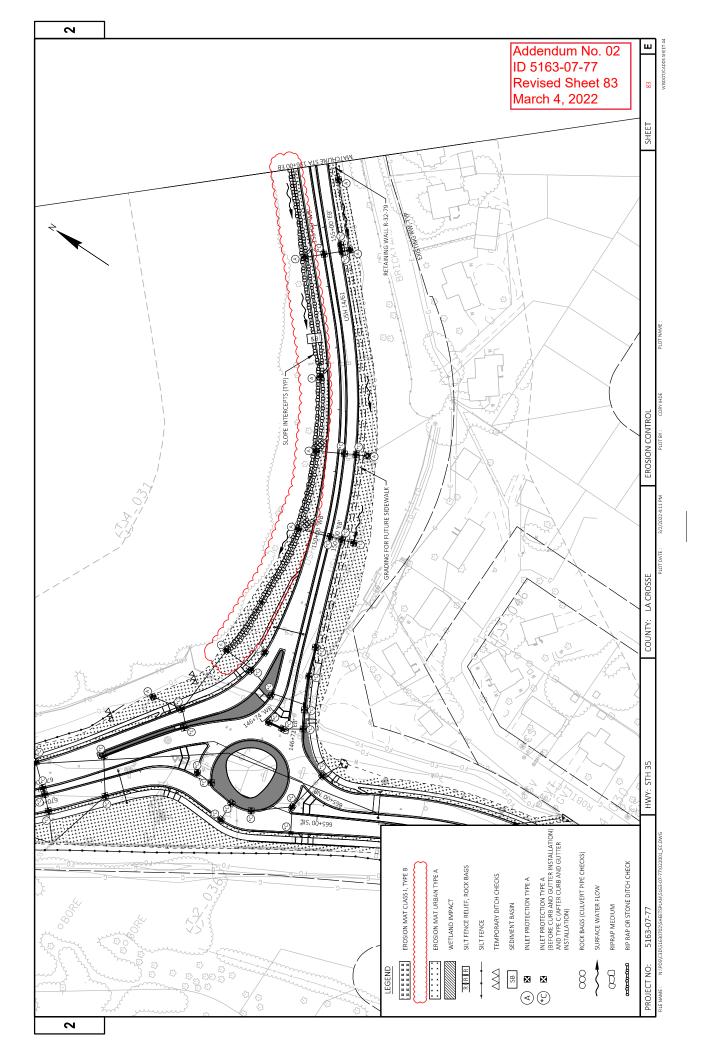


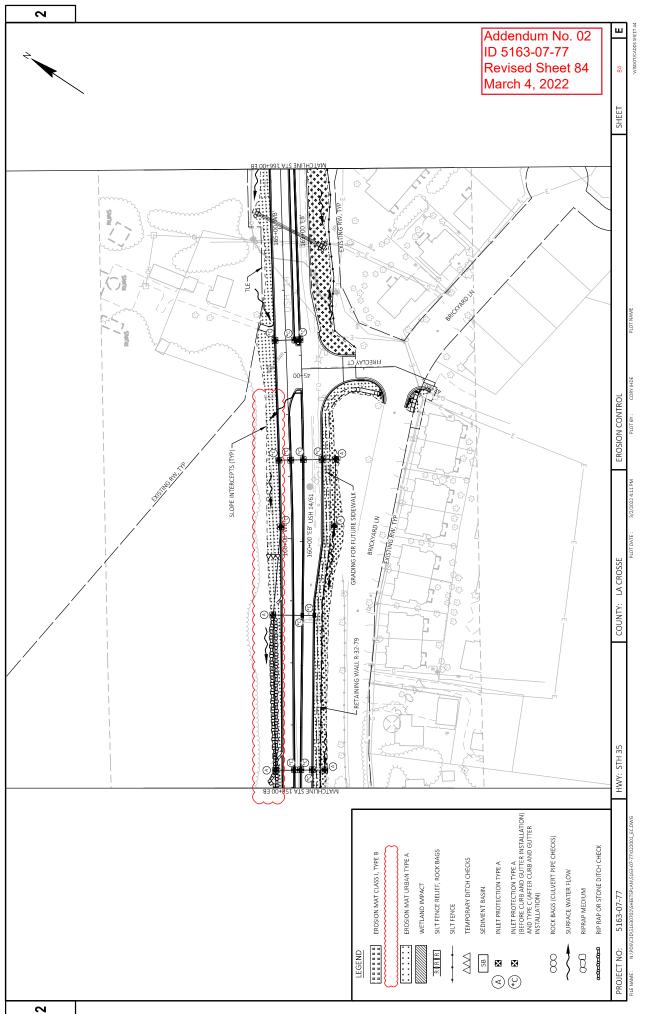


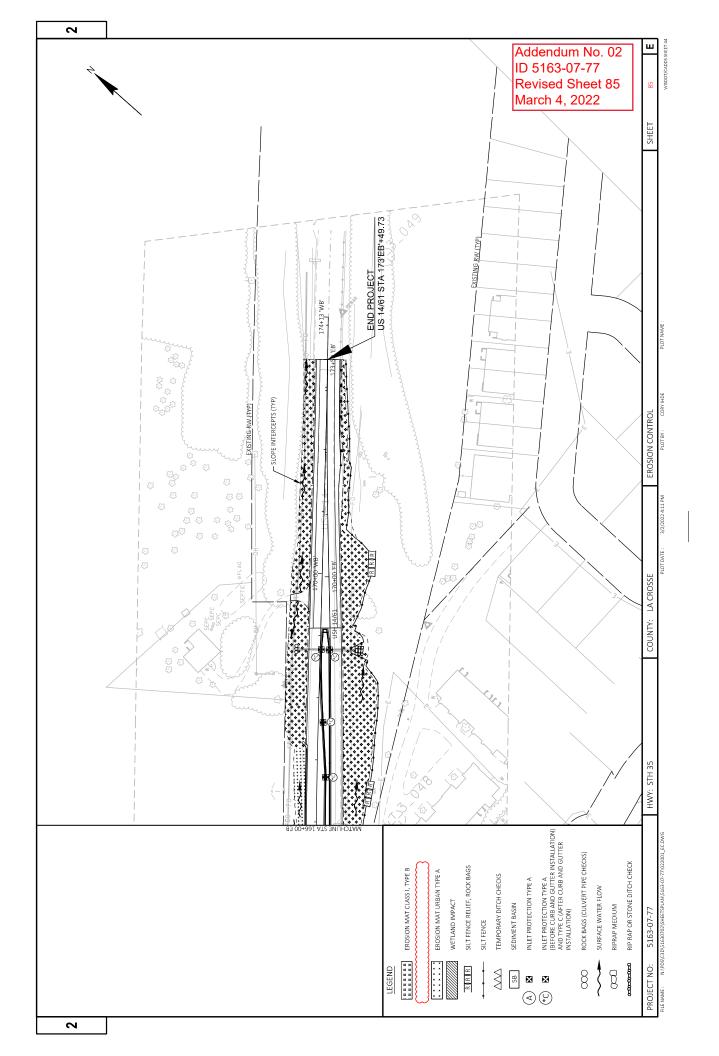












	Addendum No. 02 ID 5163-07-77	ш
	Revised Sheet 329 March 4, 2022	329
		SHEET
	REMARKS	
REWARKS 614.0370 STEEL PLATE	BEALCHARD ENERGY ABSORBING TERMINAL EACH	MISCELLANEOUS QUANTITIES
614.0305	STEEL PLATE BEAM GUARD CLASS A LE	
612.0406 612.0406 PIPE UNDAPPED 6- INCH LF LF 491 491	REMOVING CUARDRAIL LF LF 153 1160	ROSSE
612.0406-PIPE UNDERDRAIN LOCATION RT TOTAL DO10 614-BEAM GUARD	LOCATION LT RT TOTAL 0010	COUNTY: LA CROSSE
ALIGN WALL A	ALIGN NB EB	
STATION TO STATION 10+00 - 14+91	STATION 674+36 173+45	HWY: STH 35
CATEGORY	۹ ، ،	НМУ
	STATION 673+15 171+82	
	CATEGORY STAGE 2A STAGE 3 0010	
		CT NO: 5163-07-77
		PROJE

628.7015
STORM SEWER STRUCTURE NO.
410 410A 410B
411 412 412B
412C 412D
412E 413
4138
1101 1101A
1101B 1103
628.7504 TEMPORARY
DITCH CHECKS LF REMARKS
30
20
65 175
NEIWANNS
HWY: STH 35



03/04/2022 11:11:03



Proposal Schedule of Items

Page 1 of 19

Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	4.000 STA		
0004	201.0205 Grubbing	4.000 STA		
0006	203.0100 Removing Small Pipe Culverts	2.000 EACH		
8000	204.0100 Removing Concrete Pavement	37,914.000 SY		
0010	204.0110 Removing Asphaltic Surface	6,866.000 SY		
0012	204.0115 Removing Asphaltic Surface Butt Joints	1,579.000 SY		
0014	204.0150 Removing Curb & Gutter	5,982.000 LF	<u> </u>	
0016	204.0155 Removing Concrete Sidewalk	241.000 SY	·	
0018	204.0157 Removing Concrete Barrier	1,245.000 LF		
0020	204.0165 Removing Guardrail	313.000 LF		
0022	204.0195 Removing Concrete Bases	13.000 EACH		
0024	204.0210 Removing Manholes	16.000 EACH		
0026	204.0220 Removing Inlets	61.000 EACH		
0028	204.0245 Removing Storm Sewer (size) 01. 6-Inch	192.000 LF		<u> </u>
0030	204.0245 Removing Storm Sewer (size) 02. 8-Inch	28.000 LF		
0032	204.0245 Removing Storm Sewer (size) 03. 12-Inch	1,819.000 LF		







Page 2 of 19

Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal		Approximate		
Line Number	Item ID Description	Quantity and Units	Unit Price	Bid Amount
0034	204.0245 Removing Storm Sewer (size) 04. 15- Inch	532.000 LF		
0036	204.0245 Removing Storm Sewer (size) 05. 18- Inch	332.000 LF		
0038	204.0245 Removing Storm Sewer (size) 06. 24- Inch	2,455.000 LF		·
0040	204.0245 Removing Storm Sewer (size) 07. 30- Inch	610.000 LF	·	<u> </u>
0042	204.0245 Removing Storm Sewer (size) 08. 36- Inch	547.000 LF		
0044	204.0245 Removing Storm Sewer (size) 09. 42- Inch	16.000 LF		
0046	204.0246 Removing Ancillary Structure (structure) 01. S-32-5	1.000 EACH		
0048	204.0246 Removing Ancillary Structure (structure) 02. S-32-4	1.000 EACH		
0050	204.0280 Sealing Pipes	1.000 EACH		
0052	204.9090.S Removing (item description) 01. Modular Block Gravity Wall, STA, 654+77'EX', LT	79.000 LF		
0054	204.9090.S Removing (item description) 02. Modular Block Gravity Wall, STA, 655+79'EX', LT	354.000 LF		
0056	204.9090.S Removing (item description) 03. Modular Block Gravity Wall, STA, 662+56'EX', LT	157.000 LF		·
0058	204.9090.S Removing (item description) 04. Modular Block Gravity Wall, STA, 664+82'EX', LT	211.000 LF		







Page 3 of 19

Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	204.9090.S Removing (item description) 05. Modular Block Gravity Wall, STA, 667+33'EX', LT	421.000 LF	<u></u>	
0062	204.9090.S Removing (item description) 06. Modular Block Gravity Wall, STA, 671+78'EX', LT	111.000 LF	·	
0064	204.9090.S Removing (item description) 07. Protective Railing	1,485.000 LF	·	
0066	205.0100 Excavation Common	46,042.000 CY		·
0068	205.0200 Excavation Rock	175.000 CY		
0070	211.0400 Prepare Foundation for Asphaltic Shoulders	38.900 STA		
0072	213.0100 Finishing Roadway (project) 01. 5163- 07-77	1.000 EACH		
0074	305.0110 Base Aggregate Dense 3/4-Inch	4,700.000 TON		·
0076	305.0120 Base Aggregate Dense 1 1/4-Inch	31,328.000 TON		
0078	312.0110 Select Crushed Material	1,034.000 TON		
0800	405.0100 Coloring Concrete WisDOT Red	479.000 CY	·	
0082	415.0085 Concrete Pavement 8 1/2-Inch	25,477.000 SY	<u> </u>	
0084	415.4100 Concrete Pavement Joint Filling	7,935.000 SY		
0086	416.0160 Concrete Driveway 6-Inch	282.000 SY	<u> </u>	<u></u>
0088	416.0512 Concrete Truck Apron 12-Inch	1,465.000 SY		







Page 4 of 19

Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	416.0610 Drilled Tie Bars	4.000 EACH		
0092	416.0620 Drilled Dowel Bars	39.000 EACH		
0094	416.1010 Concrete Surface Drains	4.000 CY		
0096	450.4000 HMA Cold Weather Paving	877.000 TON		
0098	455.0605 Tack Coat	535.000 GAL		·
0100	460.2000 Incentive Density HMA Pavement	1,850.000 DOL	1.00000	1,850.00
0102	460.6223 HMA Pavement 3 MT 58-28 S	1,542.000 TON		·
0104	460.6224 HMA Pavement 4 MT 58-28 S	1,342.000 TON		
0106	465.0105 Asphaltic Surface	481.000 TON		·
0108	465.0120 Asphaltic Surface Driveways and Field Entrances	35.000 TON		·
0110	465.0125 Asphaltic Surface Temporary	3,360.000 TON		·
0112	465.0310 Asphaltic Curb	1,293.000 LF		·
0114	465.0315 Asphaltic Flumes	33.000 SY		·
0116	511.1100 Temporary Shoring	100.000 SF		·
0118	511.1200 Temporary Shoring (structure) 01. R-32- 079	2,100.000 SF		·
0120	513.8011 Railing Steel Pedestrian Type C2	1,092.000 LF		







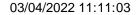
Page 5 of 19

Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	517.1010.S Concrete Staining (structure) 01. R-32- 080	613.000 SF		·
0124	517.1015.S Concrete Staining Multi-Color (structure) 01. R-32-079	2,160.000 SF		.
0126	517.1015.S Concrete Staining Multi-Color (structure) 02. R-32-080	559.000 SF	·	
0128	520.2012 Culvert Pipe Temporary 12-Inch	16.000 LF		
0130	520.2015 Culvert Pipe Temporary 15-Inch	10.000 LF	·	
0132	520.2042 Culvert Pipe Temporary 42-Inch	38.000 LF		
0134	520.8000 Concrete Collars for Pipe	7.000 EACH		
0136	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	·	
0138	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH		·
0140	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH		
0142	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	1.000 EACH		
0144	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	2.000 EACH		
0146	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	2.000 EACH		
0148	531.2030 Drilling Shaft 30-Inch	68.000 LF		







Page 6 of 19

Federal ID(s): WISC 2022069

SECTION: 0001

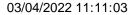
Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	531.2036 Drilling Shaft 36-Inch	40.000 LF		
0152	531.5410 Foundation Single-Shaft Type TF-I (structure) 01. S-32-078	2.000 EACH		
0154	531.5410 Foundation Single-Shaft Type TF-I (structure) 02. S-32-079	2.000 EACH		·
0156	531.5420 Foundation Single-Shaft Type TF-II (structure) 01. S-32-077	2.000 EACH	·	
0158	532.5410 Truss Full Span 2-Chord Type I (structure) 01. S-32-078	1.000 EACH	·	·
0160	532.5410 Truss Full Span 2-Chord Type I (structure) 02. S-32-079	1.000 EACH	·	
0162	532.5420 Truss Full Span 2-Chord Type II (structure) 01. S-32-077	1.000 EACH		·
0164	601.0105 Concrete Curb Type A	622.000 LF		
0166	601.0405 Concrete Curb & Gutter 18-Inch Type A	441.000 LF		
0168	601.0409 Concrete Curb & Gutter 30-Inch Type A	14,737.000 LF		
0170	601.0411 Concrete Curb & Gutter 30-Inch Type D	6,318.000 LF		
0172	601.0551 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type A	1,039.000 LF	·	
0174	601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R	660.000 LF		·
0176	601.0600 Concrete Curb Pedestrian	312.000 LF		
0178	602.0410 Concrete Sidewalk 5-Inch	68,270.000 SF	·	·







Page 7 of 19

Federal ID(s): WISC 2022069

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	602.0515 Curb Ramp Detectable Warning Field Natural Patina	810.000 SF		
0182	603.8000 Concrete Barrier Temporary Precast Delivered	2,800.000 LF		
0184	603.8125 Concrete Barrier Temporary Precast Installed	5,700.000 LF		·
0186	603.8500 Anchoring Concrete Barrier Temporary Precast	1,700.000 LF		
0188	606.0200 Riprap Medium	755.000 CY	·	·
0190	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	16.000 LF		
0192	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	537.000 LF		
0194	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	51.000 LF		
0196	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	230.000 LF		
0198	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	64.000 LF		·-
0200	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	294.000 LF		·
0202	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	95.000 LF		·
0204	608.0448 Storm Sewer Pipe Reinforced Concrete Class IV 48-Inch	83.000 LF		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	608.3012 Storm Sewer Pipe Class III-A 12-Inch	2,000.000 LF		
0208	608.3015 Storm Sewer Pipe Class III-A 15-Inch	264.000 LF		
0210	608.3018 Storm Sewer Pipe Class III-A 18-Inch	790.000 LF		
0212	608.3024 Storm Sewer Pipe Class III-A 24-Inch	2,015.000 LF		
0214	608.3030 Storm Sewer Pipe Class III-A 30-Inch	238.000 LF		
0216	608.3036 Storm Sewer Pipe Class III-A 36-Inch	695.000 LF		
0218	608.6008 Storm Sewer Pipe Composite 8-Inch	20.000 LF		
0220	611.0627 Inlet Covers Type HM	8.000 EACH		
0222	611.0636 Inlet Covers Type HM-S	1.000 EACH		
0224	611.0642 Inlet Covers Type MS	26.000 EACH		
0226	611.0651 Inlet Covers Type S	1.000 EACH		
0228	611.0652 Inlet Covers Type T	5.000 EACH		
0230	611.1005 Catch Basins 5-FT Diameter	9.000 EACH		
0232	611.1006 Catch Basins 6-FT Diameter	6.000 EACH		
0234	611.2004 Manholes 4-FT Diameter	4.000 EACH		
0236	611.2005 Manholes 5-FT Diameter	3.000 EACH		
0238	611.2006 Manholes 6-FT Diameter	2.000 EACH		







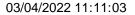
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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	611.2008 Manholes 8-FT Diameter	2.000 EACH		
0242	611.3901 Inlets Median 1 Grate	8.000 EACH		
0244	611.3902 Inlets Median 2 Grate	9.000 EACH		
0246	612.0406 Pipe Underdrain Wrapped 6-Inch	1,056.000 LF		<u> </u>
0248	614.0305 Steel Plate Beam Guard Class A	113.000 LF		
0250	614.0370 Steel Plate Beam Guard Energy Absorbing Terminal	1.000 EACH		
0252	614.0905 Crash Cushions Temporary	9.000 EACH		
0254	618.0100 Maintenance And Repair of Haul Roads (project) 01. 5163-07-77	1.000 EACH	·	·
0256	619.1000 Mobilization	1.000 EACH		
0258	620.0300 Concrete Median Sloped Nose	923.000 SF		
0260	624.0100 Water	516.000 MGAL		
0262	625.0500 Salvaged Topsoil	44,100.000 SY	·	
0264	628.1504 Silt Fence	8,100.000 LF		
0266	628.1520 Silt Fence Maintenance	8,100.000 LF		
0268	628.1905 Mobilizations Erosion Control	8.000 EACH		
0270	628.1910 Mobilizations Emergency Erosion Control	12.000 EACH		·







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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	628.1920 Cleaning Sediment Basins	2.000 CY		
0274	628.2004 Erosion Mat Class I Type B	8,550.000 SY	·	
0276	628.2006 Erosion Mat Urban Class I Type A	33,000.000 SY		
0280	628.7005 Inlet Protection Type A	117.000 EACH		
0282	628.7015 Inlet Protection Type C	98.000 EACH		
0284	628.7504 Temporary Ditch Checks	175.000 LF		
0288	628.7555 Culvert Pipe Checks	20.000 EACH	·	·
0290	628.7570 Rock Bags	170.000 EACH	·	·
0292	629.0210 Fertilizer Type B	32.600 CWT		
0294	630.0120 Seeding Mixture No. 20	1,212.000 LB		
0296	630.0170 Seeding Mixture No. 70	4.000 LB		
0298	630.0400 Seeding Nurse Crop	7.000 LB		
0300	630.0500 Seed Water	1,022.000 MGAL		
0302	634.0612 Posts Wood 4x6-Inch X 12-FT	2.000 EACH		
0304	634.0614 Posts Wood 4x6-Inch X 14-FT	73.000 EACH		
0306	634.0616 Posts Wood 4x6-Inch X 16-FT	58.000 EACH		
0308	634.0618 Posts Wood 4x6-Inch X 18-FT	1.000 EACH		







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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0310	634.0620 Posts Wood 4x6-Inch X 20-FT	4.000 EACH		·
0312	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	3.000 EACH		
0314	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	4.000 EACH		
0316	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	5.000 EACH		
0318	637.1220 Signs Type I Reflective SH	368.500 SF		
0320	637.2210 Signs Type II Reflective H	897.590 SF		·
0322	637.2230 Signs Type II Reflective F	378.260 SF		·
0324	638.2102 Moving Signs Type II	19.000 EACH		
0326	638.2601 Removing Signs Type I	2.000 EACH		
0328	638.2602 Removing Signs Type II	82.000 EACH		
0330	638.3000 Removing Small Sign Supports	88.000 EACH		
0332	642.5201 Field Office Type C	1.000 EACH		
0334	643.0300 Traffic Control Drums	70,300.000 DAY		
0336	643.0410 Traffic Control Barricades Type II	1,000.000 DAY		
0338	643.0420 Traffic Control Barricades Type III	9,200.000 DAY		
0340	643.0500 Traffic Control Flexible Tubular Marker Posts	600.000 EACH		.







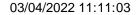
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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0342	643.0600 Traffic Control Flexible Tubular Marker Bases	600.000 EACH	<u></u>	
0344	643.0705 Traffic Control Warning Lights Type A	14,200.000 DAY		
0346	643.0715 Traffic Control Warning Lights Type C	5,800.000 DAY		
0348	643.0900 Traffic Control Signs	45,900.000 DAY		
0350	643.0920 Traffic Control Covering Signs Type II	14.000 EACH		
0352	643.1050 Traffic Control Signs PCMS	214.000 DAY		
0354	643.5000 Traffic Control	1.000 EACH		
0356	644.1420 Temporary Pedestrian Surface Plywood	900.000 SF		
0358	644.1601 Temporary Pedestrian Curb Ramp	800.000 DAY		
0360	644.1810 Temporary Pedestrian Barricade	800.000 LF		
0364	646.1020 Marking Line Epoxy 4-Inch	24,376.000 LF		
0366	646.3020 Marking Line Epoxy 8-Inch	2,958.000 LF		
0368	646.5020 Marking Arrow Epoxy	18.000 EACH		
0370	646.5120 Marking Word Epoxy	1.000 EACH	<u>-</u>	
0372	646.6320 Marking Dotted Extension Epoxy 18-Inch	131.000 LF		
0374	646.6464 Cold Weather Marking Epoxy 4-Inch	24,376.000 LF		<u> </u>







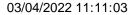
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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0376	646.6468 Cold Weather Marking Epoxy 8-Inch	2,958.000 LF	·	
0378	646.7120 Marking Diagonal Epoxy 12-Inch	314.000 LF		
0380	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	680.000 LF		·
0382	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	330.000 LF	·	
0384	646.8120 Marking Curb Epoxy	120.000 LF		
0386	646.8220 Marking Island Nose Epoxy	8.000 EACH		·
0388	646.9000 Marking Removal Line 4-Inch	19,750.000 LF		
0390	646.9100 Marking Removal Line 8-Inch	4,600.000 LF		
0392	649.0105 Temporary Marking Line Paint 4-Inch	53,150.000 LF		
0394	649.0150 Temporary Marking Line Removable Tape 4-Inch	59,950.000 LF		
0396	649.0205 Temporary Marking Line Paint 8-Inch	3,300.000 LF		·
0398	649.0250 Temporary Marking Line Removable Tape 8-Inch	1,900.000 LF	·	
0400	649.0505 Temporary Marking Arrow Paint	10.000 EACH		
0402	649.0550 Temporary Marking Arrow Removable Tape	5.000 EACH		
0404	649.0605 Temporary Marking Word Paint	5.000 EACH		







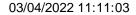
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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0406	649.0650 Temporary Marking Word Removable Tape	5.000 EACH	·	·
0408	649.0805 Temporary Marking Stop Line Paint 18- Inch	240.000 LF		
0410	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	70.000 LF	·	
0412	650.4000 Construction Staking Storm Sewer	129.000 EACH		·
0414	650.4500 Construction Staking Subgrade	10,904.000 LF		
0416	650.5000 Construction Staking Base	5,628.000 LF		
0418	650.5500 Construction Staking Curb Gutter and Curb & Gutter	6,622.000 LF		·
0420	650.6000 Construction Staking Pipe Culverts	1.000 EACH	<u> </u>	·
0422	650.6500 Construction Staking Structure Layout (structure) 01. R-32-079	LS	LUMP SUM	
0424	650.6500 Construction Staking Structure Layout (structure) 02. R-32-080	LS	LUMP SUM	
0426	650.6500 Construction Staking Structure Layout (structure) 03. S-32-077	LS	LUMP SUM	
0428	650.6500 Construction Staking Structure Layout (structure) 04. S-32-078	LS	LUMP SUM	
0430	650.6500 Construction Staking Structure Layout (structure) 05. S-32-079	LS	LUMP SUM	
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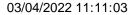
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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0432	650.6500 Construction Staking Structure Layout (structure) 06. Wall Modular Block Mechanically Stabilized Earth Landscape, STA. 10+00'WALLA	LS	LUMP SUM	
0434	650.7000 Construction Staking Concrete Pavement	5,276.000 LF		
0436	650.8500 Construction Staking Electrical Installations (project) 01. 5163-07-77 650.9000	LS 15.000	LUMP SUM	·
0.00	Construction Staking Curb Ramps	EACH		
0440	650.9910 Construction Staking Supplemental Control (project) 01. 5163-07-77	LS	LUMP SUM	
0442	650.9920 Construction Staking Slope Stakes	9,594.000 LF		<u></u>
0444	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	7,452.000 LF	·	
0446	653.0164 Pull Boxes Non-Conductive 24x42-Inch	58.000 EACH	<u></u>	
0448	653.0905 Removing Pull Boxes	13.000 EACH		
0450	654.0105 Concrete Bases Type 5	41.000 EACH		
0452	654.0224 Concrete Control Cabinet Bases Type L24	3.000 EACH		
0454	655.0610 Electrical Wire Lighting 12 AWG	12,255.000 LF		
0456	655.0615 Electrical Wire Lighting 10 AWG	12,728.000 LF		
0458	655.0620 Electrical Wire Lighting 8 AWG	4,348.000 LF		







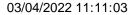
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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0460	655.0625 Electrical Wire Lighting 6 AWG	7,033.000 LF		
0462	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. Sunnyside Dr	LS	LUMP SUM	
0464	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. USH 14	LS	LUMP SUM	
0466	656.0200 Electrical Service Meter Breaker Pedestal (location) 03. Fireclay	LS	LUMP SUM	
0468	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	41.000 EACH		·
0470	657.0322 Poles Type 5-Aluminum	41.000 EACH		
0472	657.0610 Luminaire Arms Single Member 4 1/2- Inch Clamp 6-FT	42.000 EACH		·
0474	657.0710 Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT	20.000 EACH		·
0476	659.1120 Luminaires Utility LED B	62.000 EACH		
0478	659.2124 Lighting Control Cabinets 120/240 24- Inch	3.000 EACH		·
0480	661.0200 Temporary Traffic Signals for Intersections (location) 01. USH 14 & STH 35	LS	LUMP SUM	
0482	690.0150 Sawing Asphalt	5,344.000 LF		
0484	690.0250 Sawing Concrete	11,004.000 LF		
0486	715.0720 Incentive Compressive Strength Concrete Pavement	7,645.000 DOL	1.00000	7,645.00







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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0488	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,500.000 HRS	5.00000	12,500.00
0490	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	3,500.000 HRS	5.00000	17,500.00
0492	SPV.0045 Special 01. Temporary Detectable Warning Field	1,600.000 DAY		
0494	SPV.0060 Special 01. Temporary Pipe Connection	13.000 EACH		
0496	SPV.0060 Special 02. Removing Lighting Units	13.000 EACH		
0498	SPV.0060 Special 03. Inlet Covers Flat Temporary	36.000 EACH	·	
0500	SPV.0060 Special 04. Concrete Base Railing	151.000 EACH		
0502	SPV.0060 Special 05. Remove Water Valve Manhole	7.000 EACH		
0504	SPV.0060 Special 06. Remove Hydrant	2.000 EACH		
0506	SPV.0060 Special 07. Adjusting Water Valve Manhole	2.000 EACH		
0508	SPV.0060 Special 08. Adjusting Sanitary Manhole	9.000 EACH		
0510	SPV.0060 Special 09. Adjusting Water Valve Box	10.000 EACH		
0512	SPV.0060 Special 10. Install Water Valve Box	6.000 EACH		
0514	SPV.0060 Special 11. Water Valves	3.000 EACH		
0516	SPV.0060 Special 12. Install Hydrant	2.000 EACH		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0518	SPV.0060 Special 13. Connect To Existing Water Main	11.000 EACH		
0520	SPV.0060 Special 14. Connect to Existing Sanitary Sewer	3.000 EACH		
0522	SPV.0060 Special 15. Construction Staking Roundabout Sunnyside Dr	1.000 EACH		·
0524	SPV.0060 Special 16. Construction Staking Roundabout USH 14/61	1.000 EACH	<u></u>	
0526	SPV.0060 Special 17. Remove and Salvage RRFB System	3.000 EACH		
0528	SPV.0060 Special 18. Temporary Lighting STH 35/14/61 Roundabout	1.000 EACH		·
0530	SPV.0060 Special 19. Temporary Lighting STH 35/Sunnyside Dr Roundabout	1.000 EACH		
0532	SPV.0060 Special 20. Install Manhole Covers	9.000 EACH		
0534	SPV.0060 Special 21. Install Inlet Covers	83.000 EACH		
0536	SPV.0060 Special 22. Catch Basins 4-FT Diameter Special	81.000 EACH	·	
0538	SPV.0090 Special 01. Storm Sewer Pipe PVC 6-Inch	59.000 LF	·	·
0540	SPV.0090 Special 02. Remove Water Main	25.000 LF		
0542	SPV.0090 Special 03. Water Main 6-Inch	66.000 LF		
0544	SPV.0090 Special 04. Water Main 8-Inch	3.000 LF		



Wisconsin Department of Transportation

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Proposal Schedule of Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0546	SPV.0090 Special 05. Water Main 12-Inch	6.000 LF		
0548	SPV.0090 Special 06. Sanitary Sewer PVC 8-Inch	132.000 LF	·	<u> </u>
0550	SPV.0165 Special 01. Wall Modular Block Gravity R-32-079	2,160.000 SF		
0552	SPV.0165 Special 02. Wall Modular Block Gravity R-32-080	559.000 SF		
0554	SPV.0165 Special 03. Wall Modular Block Mechanically Stabilized Earth Landscape, STA. 10+00'WALLA	2,178.000 SF		·
0556	645.0120 Geotextile Type HR	2,020.000 SY		
	Section: 00	01	Total:	·
			Total Bid:	<u> </u>