#### **HIGHWAY WORK PROPOSAL**

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

Notice of Award Dated

Proposal Number: 00 /

COUNTY STATE PROJECT FEDERAL PROJECT DESCRIPTION HIGHWAY

Milwaukee 2040-14-70 WISC 2023580 Lovers Lane (City Of Franklin); Rawson USH 045

Ave To College Ave

# 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: \$280,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: August 8, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  SAMPLE
Contract Completion Time October 31, 2024	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 4%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date	
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)
Notary Seal	
Type of Work: For Department	Use Only
Grading, Base, Milling, Asphalt Pavement, Culvert Pipe, Storm Sewer, C Sign Structure, Pavement Markings, Street Lighting, Traffic Signals.	urb and Gutter, Sidewalk, Concrete Barrier, Guardrail, Signs,

**Date Guaranty Returned** 

# PLEASE ATTACH PROPOSAL GUARANTY HERE

## 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.

## **BID PREPARATION**

## Preparing the Proposal Schedule of Items

#### A. General

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

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

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

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

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

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

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

- or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 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:
  - 4. Have a properly executed annual bid bond on file with the department.
  - 5. 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<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  - 3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid
  - 4. Submit the bid before the hour and date the Notice to Contractors designates
  - 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

other files on the diskette or CD ROM.

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
  - https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx
  - Use Expedite<sup>TM</sup> 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<sup>TM</sup> web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite □ □ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite TM generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or
- (4) The bidder-submitted printout of the Expedite □ □ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
  - 1. The check code printed on the bottom of the printout of the Expedite TM generated schedule of items is not the same on each page.
  - 2. The check code printed on the printout of the Expedite TM 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.

#### **B 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.

DT1303 1/2006

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

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

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

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

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

#### **PRINCIPAL**

(Company Name) (Affix Corporate Seal)			
(Signature and Title)			
(Company Name)			
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FOR PRINCIPAL		NOTARY FO	R SURETY
(Date)		(Dat	te)
State of Wisconsin )		State of Wisconsin	)
County ) s	SS.		) ss. _County )
On the above date, this instrument was acknowledged named person(s).	before me by the	On the above date, this instrument was acknowledged before me by th named person(s).	
(Signature, Notary Public, State of Wiscon	sin)	(Signature, Notary Publi	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wi	isconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Commission 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	
Certificate Holder	Wisconsin Department of Transportation
•	that an annual bid bond issued by the above-named Surety is currently on file with the artment 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)

## 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

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

#### Instructions for Certification

- 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.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions</u>

- 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**

## **Table of Contents**

	Article	Description	Page #
1.	General.		4
2.	Scope of Work		4
3.	Prosecution and Progress		4
4.	Lane Rental Fee Assessment		8
5.	Traffic		9
6.	Holiday and Special Event Work Restrictio	ns	12
7.	Utilities		12
8.	Other Contracts		20
9.	Referenced Construction Specifications		20
10.	Information to Bidders, U.S. Army Corps o	f Engineers Section 404 Permit	20
11.		ation Construction General Permit (TCGP) for Storm	21
12.	Erosion Control		21
13.	Material Stockpile and Equipment Storage		22
14.	Notice to Contractor – Electronic Load Ticl	kets	22
15.	Notice to Contractor – Traffic Signal Bases	5	23
16.	Notice to Contractor – Traffic Signal Equip	ment Lead Time	23
17.	Coordination with Businesses and Resider	nts	23
18.	Abandoning Sewer, Item 204.0291.S		23
19.	Removing Lighting Units, Items 204.9060.	S.01	24
20.	Removing Traffic Signals, USH 45 and Sp	eedway Dr, Item 204.9060.S.02	24
21.	Remove Loop Detector Wire and Lead-in (	Cable, USH 45 and Speedway Dr, Item 204.9060.S.03	25
22.	QMP Base Aggregate Dense 1 1/4-Inch C	ompaction, Item 371.2000.S	25
23.	Stamping Colored Concrete, Item 405.100	0	32
24.	QMP HMA Pavement Nuclear Density		32
25.	Riprap		35
26.	Cover Plates Temporary, Item 611.8120.S		35
27.	Topsoil and Salvaged Topsoil		36
28.	Fertilizer Type B		36
29.	Seeding Mixture No. 30		37
30.	Seeding		37
31.	Signs Type I and II		38
32.	Construction Staking		38
33.	Bases		38
34.	Traffic Signals, General		39
35.	General Requirement for Electrical Work		39
36.	Electrical Conduit.		41
37.	Electrical Service Meter Breaker Pedestal.		41

Traffic Signal Faces.	41
Pedestrian Signal Faces 16-Inch.	41
Pedestrian Push Buttons.	42
Signal Mounting Hardware	42
Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S	42
Temporary Traffic Signal for Intersections USH 45 & Speedway Dr, Item.	43
Remove Sanitary Sewer Manhole, Item SPV.0060.01.	44
Relocate Hydrant Assembly, Item SPV.0060.02; Relocate & Replace Hydrant Valve & Box, Item SPV.0060.03; Relocate & Replace 8" Main Valve Box, Item SPV.0060.04	45
Adjust Valve Box, Item SPV.0060.05; Adjust Hydrant Valve Box, Item SPV.0060.06; Adjust Hydrant Assembly, Item SPV.0060.07.	49
Manhole Adjustment, Item SPV.0060.08.	52
Replace Manhole Casting, Item SPV.0060.09.	54
Section Corner Monuments, Item SPV.0060.10.	57
Concrete Base Type 5 Modified, SPV.0060.11.	58
Construction Staking Water Main, Item SPV.0060.12.	58
Lighting System Integrator (2040-14-70), Item SPV.0060.13.	59
Lighting System Survey (2040-14-70), Item SPV.0060.14.	60
Temporary Infrared EVP System for the Intersection of USH 45 and Speedway Dr, Item SPV.0060.15.	60
Transport Traffic Signal and Intersection Lighting Materials, USH 45 and Speedway Dr, Item SPV.0060.16	61
Transport and Install State Furnished Traffic Signal Cabinet, USH 45 and Speedway Dr, Item SPV.0060.17	62
Transport and Install State Furnished EVP Detector Heads, USH 45 and Speedway Dr, SPV.0060.18	62
Install Poles Type 9 Special, Item SPV.0060.19; Install Poles Type 10, Item SPV.0060.20; Install Poles Type 10 Special, Item SPV.0060.21; Install Monotube Arms – 15FT, Item SPV.0060.22; Install Monotube Arms – 30FT, Item SPV.0060.23; Install Monotube Arms – 45FT Special, Item SPV.0060.24 Install Luminaire Arms – 15FT Steel, Item SPV.0060.25; Install Monotube Arms-55FT, Items SPV.0060.29; Install Poles Type 12, Item SPV.0060.33.	63
Lighting Pull Boxes Non-Metallic Franklin 13x24x18-Inch, Item SPV.0060.26	64
Decorative Lighting Pole and LED Luminaire Single, Item SPV.0060.27; Decorative Lighting Pole and LED Luminaires Twin, Item SPV.0060.28	65
Transport and Install State Furnished Video Detection System, USH 45 and Speedway Dr, Item SPV.0060.30.	66
Install Fiber Optic Communications in Cabinet USH 45 & Speedway Dr, Item SPV.0060.31	66
Lighting Units Salvaged, Item SPV.0060.32.	67
Field Office Type T, Item SPV.0060.34.	68
Utility Line Opening (ULO), Item SPV.0060.35.	68
Temporary Apron Endwalls for Culvert Pipe 12-Inch, Item SPV.0060.36; Temporary Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 15-Inch 6 to 1, Item SPV.0060.37	69
Insulate Water Main (Granular Backfill), Item SPV.0090.01.	70
8-Inch PVC Water Main (Granular Backfill), Item SPV.0090.02; 20-Inch Ductile Iron Water Main (Granular Backfill), Item SPV.0090.03; 6-Inch PVC Hydrant Lead, Item SPV.0090.04	71
Fiber Optic Warning Tape, Item SPV.0090.05	78
	Pedestrian Signal Faces 16-Inch. Pedestrian Push Buttons. Signal Mounting Hardware. Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S. Temporary Traffic Signal for Intersections USH 45 & Speedway Dr, Item. Remove Sanitary Sewer Manhole, Item SPV.0060.01. Relocate Hydrant Assembly, Item SPV.0060.02; Relocate & Replace Hydrant Valve & Box, Item SPV.0060.03; Relocate & Replace B" Main Valve Box, Item SPV.0060.04. Adjust Valve Box, Item SPV.0060.05; Adjust Hydrant Valve Box, Item SPV.0060.06; Adjust Hydrant Assembly, Item SPV.0060.07. Manhole Adjustment, Item SPV.0060.09. Replace Manhole Casting, Item SPV.0060.09. Section Corner Monuments, Item SPV.0060.10. Concrete Base Type 5 Modified, SPV.0060.11. Construction Staking Water Main, Item SPV.0060.12. Lighting System Integrator (2040-14-70), Item SPV.0060.13. Lighting System Integrator (2040-14-70), Item SPV.0060.14. Temporary Infrared EVP System for the Intersection of USH 45 and Speedway Dr, Item SPV.0060.15. Transport Traffic Signal and Intersection Lighting Materials, USH 45 and Speedway Dr, Item SPV.0060.15. Transport and Install State Furnished EVP Detector Heads, USH 45 and Speedway Dr, Item SPV.0060.17. Transport and Install State Furnished EVP Detector Heads, USH 45 and Speedway Dr, Item SPV.0060.17. Transport and Install State Furnished EVP Detector Heads, USH 45 and Speedway Dr, Item SPV.0060.17. Transport and Install State Furnished EVP Detector Heads, USH 45 and Speedway Dr, Item SPV.0060.18. Install Poles Type 9 Special, Item SPV.0060.23; Install Monotube Arms – 15FT, Item SPV.0060.22; Install Monotube Arms – 30FT, Item SPV.0060.23; Install Monotube Arms – 15FT, Item SPV.0060.25; Install Monotube Arms – 15FT, Item SPV.0060.27; Decorative Lighting Pole and LED Luminaires Twin, Item SPV.0060.28. Lighting Pull Boxes Non-Metallic Franklin 13x24x18-Inch, Item SPV.0060.27; Decorative Lighting Pole and LED Luminaires Twin, Item SPV.0060.38. Transport and Install State Furnished Video Detection System, USH 45 and Speedway Dr, Item SPV.0060.30.

2040-14-70

70.	Temporary Precast Trench Drain, Item SPV.0090.06.	.79
71.	Wall Modular Block Gravity Landscape (STA 953+25), Item SPV.0165.01	.80
72.	Milling and Removing Temporary Joint, Item SPV.0195.01.	.84

2040-14-70 3 of 85

# STSP'S Revised January 13, 2023 SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 2040-14-70, Lovers Lane (City of Franklin), Rawson Ave to College Ave, USH 45, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2023 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 (20230113)

## 2. Scope of Work.

The work under this contract shall consist of removals, grading, excavation common, base aggregate, breaker run, asphaltic surface milling, HMA pavement, sidewalk, curb ramps, storm sewer, guardrail, barrier wall, erosion control, permanent signing, pavement marking, traffic control, traffic signals, 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 ten calendar days before the approved start date.

To revise the start date, submit a written request to the engineer at least 2 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.

## **Fall and Winter Work Restrictions**

The contractor has the option to begin work in 2023. If beginning in 2023, upon approval of the engineer, schedule work such that no work requiring lane closures takes place from November 15, 2023, until March 15, 2024, both dates inclusive. Restore the traffic configuration prior to November 15, 2023, to the existing (pre-construction) traffic configuration. Restore all existing pavement and pavement markings prior to the winter shutdown. No lane closures will be allowed during the winter shut down unless approved by the engineer.

Work on the detention pond, tree clearing, and other off-roadway work that does not require lane closures shall be allowed between November 15, 2023 and March 15, 2024.

## Interim Completion and Liquidated Damages – Speedway Drive Intersection Western Leg: 35 Calendar Days

Complete construction operations on Speedway Drive (western leg) in Stage 2 to the stage necessary to reopen it to through traffic within 35 calendar days from the start of the lane closure on Speedway Drive. Do not reopen until completing the following work: drainage, curb and gutter, base aggregate, paving and traffic signals that need to be completed in Stage 2.

The Speedway Drive construction will require the contractor to pave those areas completely so that bi-directional traffic can be opened up. The contractor is expected to account for this in their schedule.

2040-14-70 4 of 85

If the contractor fails to complete the western leg in Stage 2 within 35 calendar days from the start of the construction of the intersection, the department will assess the contractor \$1,500 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 35 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

## Interim Completion and Liquidated Damages – Speedway Drive Intersection Eastern Leg: 35 Calendar Days

Complete construction operations on Speedway Drive (eastern leg) in Stage 3 to the stage necessary to reopen it to through traffic within five weeks (35 calendar days) from the start of the lane closure on Speedway Drive. Do not reopen until completing the following work: drainage, curb and gutter, base aggregate, paving, and traffic signals needed to be completed in Stage 3.

The Speedway Drive construction will require the contractor to pave those areas completely so that bi-directional traffic can be opened up. The contractor is expected to account for this in their schedule.

If the contractor fails to complete the eastern leg in Stage 3 within 35 calendar days from the start of the construction of the intersection, the department will assess the contractor \$500 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 35 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

#### **Contractor Coordination**

Hold prosecution and progress meetings once a week. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks shall attend and provide a written schedule of the next week(s)' operations. Develop a rolling three-week schedule identifying the previous week worked and a two week "look ahead". The written schedule shall include begin and end dates of specific prime and subcontractor work operations. Agenda items at the meeting will include:

- Review of the contractor's schedule and subcontractors' schedule. Indicate if the project is on, ahead or behind schedule. If behind indicate why, how much behind and how the project will get back on schedule.
- Address any long-term schedule issues.
- Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts between contractors.
- Closure/detour schedules.
- (1) Utility conflicts and relocation schedule.
  - Evaluation of progress and pay items.
  - Outstanding Requests for Information (RFI's) or issues that may cause contract modifications.
  - Shop drawing submittal status.
  - Materials submittal status.
  - Materials sampling and testing activities and results.
  - Impacts to businesses and private properties.
  - Impacts to bus routes, emergency services, postal services, garbage pick-up.
  - Equipment status of orders and deliveries.
  - Discuss any relevant technical issues and making revisions if necessary.

2040-14-70 5 of 85

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

Coordinate side street closure and City of Franklin sign relocations with the City of Franklin. Contact Glen Morrow, Director of Public Works at (414) 425-7510, Ext. 7550 or <a href="mailto:GMorrow@franklinwi.gov">GMorrow@franklinwi.gov</a>.

Contractor shall provide vehicular access for garbage collection. Coordinate with Johns Disposal Service (262) 473-4700.

Coordinate mailbox relocations with affected property owners two weeks prior to impacts to mailboxes. Property owners are responsible for relocations. Contractor shall provide, as needed, temporary mailboxes for residents and businesses within the project corridor. Coordinate with Ms. Susan Lierman, Postmaster, United States Postal Service, 9575 Brenwood Park Dr, Franklin, WI 53132, (414) 427-1414. Contact the United States Postal Service postmaster one week prior to beginning construction operations.

Contractor shall coordinate with First Student, Inc. for issues concerning the pick-up and drop-off of students. Contact First Student, Inc. (414) 422-2020.

Do not start work on the E. Frontage Road until the City of Franklin completes their water main work along the E. Frontage Road. This work has a completion date of June 15, 2024.

## **Echelon Paving**

The paving is required to be done in echelon for the lower and upper HMA layers, refer to the traffic control staging typical sections for location and stage information.

For echelon paving, the trailing paver must stay close enough to the lead paver to maintain a temperature greater than 200 degrees Fahrenheit where the joint from the two pavers comes together.

Joints that are required to be paved in echelon within the contract documents are not eligible for the Incentive Density HMA Pavement Longitudinal Joints incentive/disincentive item.

## **Schedule of Operations**

#### Stage 1

- 1. Install temporary pavement markings and traffic control devices necessary for Stage 1.
- 2. Remove existing pavement markings that conflict with Stage 1 traffic control.
- 3. Remove portions of the USH 45 median and construct temporary pavement as shown in the plans.
- 4. Construct temporary storm sewer for Stage 2 as shown in the plans.
- 5. Construct two median temporary crossovers for use in Stage 2 as shown in the plans.
- 6. Begin construction of storm water detention pond so that it can receive discharge of proposed storm sewer pipe constructed in Stage2. Construction of pond requires that trees are removed and grubbed. Grubbing restricted to dates specified in Special Provisions. Trees to be removed by others.
- 7. Place erosion control devices and finishing items that pertain to Stage1 construction.

## Stage 2A

- 1. Install temporary pavement markings and traffic control devices necessary for Stage 2.
- 2. Remove existing and temporary pavement markings that conflict with Stage2 traffic control.
- 3. Construct southbound USH 45 base and pavement, resurfacing section, sidewalk, detention pond, guardrail, Rawson NW Ramp (by halves) in substages, Frontage Road West, Prairiewood Lane, Cortez Road, Speedway Drive (by halves) in substages, and southbound storm sewer trunkline as shown in the plans.

2040-14-70 6 of 85

- Construct temporary pavement and temporary storm sewer for Stage 3 as shown in the plans.
- 5. Place erosion control devices and finishing items that pertain to Stage 2 construction.

#### Stage 2B

- 1. Construct remaining portion of western half of Speedway Drive intersection.
- 2. Construct southern half of Rawson NW Ramp.

#### Stage 3A

- 1. Install temporary pavement markings and traffic control devices necessary for Stage3.
- 2. Remove existing pavement markings that conflict with Stage3 traffic control.
- 3. Construct northbound USH 45 base and pavement, resurfacing section, sidewalk, and storm sewer as shown in the plans. Construct Frontage Road East, Phyllis Lane, Herda Place, Cortez Circle (South), Cortez Circle (North), Speedway Drive (by halves) in substages, Whitnall Edge Road and Venture Drive.
- 4. Add temporary pavement asphalt wedges for Stage 4 traffic as needed to connect new northbound and southbound lanes to existing pavement in median.
- 5. Place erosion control devices and finishing items that pertain to Stage3 construction.

## Stage 3B

1. Construct remaining eastern half of Speedway Drive Intersection.

## Stage 4

- 1. Install pavement markings and traffic control devices necessary for Stage4.
- 2. Remove existing pavement markings that conflict with Stage4 traffic control.
- 3. Construct remaining USH 45 median lanes, raised medians, left turn lanes, lighting, traffic signals and remaining drainage items.
- 4. Remove the crossovers at the north and south limits.
- 5. Place erosion control devices and finishing items that pertain to Stage4 construction.
- 6. Install permanent pavement markings, permanent signing.
- 7. Complete detention all pond construction, including grading, storm sewer, outlet structure, spillway, rip rap, topsoil, and restoration, prior to September 30, 2024.

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

Northern long-eared bats (NLEB) have the potential to inhabit the project limits because they roost in trees, bridges and culverts. 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).

Ensure all operators, employees, and subcontractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures (AMMs) to protect both bats and their habitat.

Direct temporary lighting, if used, away from wooded areas during the bat active season: April 1 to October 31. both dates inclusive.

To avoid adverse impacts upon the NLEBs, no tree clearing is allowed between April 1 and October 31, both dates inclusive. If the required tree clearing is not completed by March 31, the department will suspend all tree clearing and associated work directly impacted by clearing.

Tree clearing is limited to that which is specified in the plans. Contractor means and methods to remove additional trees will not be allowed. If it is determined that additional trees with a 3-inch or greater diameter at breast height (dbh) need to be removed beyond contractor means and methods, notify the engineer to coordinate with the WisDOT REC to determine if consultation with United States Fish and Wildlife Service (USFWS) is required. The contractor must be aware that the WisDOT REC and/or USFWS may not permit modifications.

2040-14-70 7 of 85

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.

#### Grubbing

Grubbing within the detention pond area, which is bounded by USH 45, Rawson Avenue (CTH BB), and the Rawson NW Ramp, is prohibited from October 10 to April 10 since this area is a suitable overwintering habitat for the Rusty Patched Bumble Bee (RPBB). All grubbing in the detention pond parcel must be started after April 10 and completed before October 10. Grubbing in other areas outside of the detention pond area is not subject to this restriction since the other areas are not suitable overwintering habitats for the RPBB.

## Fish Spawning

There shall be no instream disturbance of Tess Corners Creek at Station 912+50 as a result of construction activity under or for this contract, from March 1 to June 1 both dates inclusive, in order to avoid adverse impacts to fish and other aquatic organisms.

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

#### 4. Lane Rental Fee Assessment.

#### A General

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

## **B** Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

- Speedway Drive and College Avenue left turn lane closure extending beyond Off-Peak hours
  - \$500 per lane, per direction of travel, per hour broken into 15-minute increments

The Lane Rental Fee Assessment represents a portion of the cost of the interference and inconvenience to the road users for each closure. All lane, roadway, or ramp closure event increments 15 minutes and less will be assessed as a 15-minute increment.

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

Lane Rental Fee Assessments will not be assessed for closures due to crashes, accidents or emergencies not initiated by the contractor.

2040-14-70 8 of 85

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires before the completion of specified work in the contract, additional liquidated damages will be assessed as specified in standard spec 108.11 or as specified within this contract.

stp-108-070 (20161130)

#### 5. Traffic.

Supplement standard spec 643.3.1 with the following:

USH 45 is an OSOW route. All fixed message and width restricted signs must be in place prior to the beginning of the width restricted stage to inform multi trip permit holders to utilize alternate routes. See Wisconsin Lane Closure System (LCS) Advance Notification article to address lane restrictions in LCS.

Provide the Milwaukee County Sheriff's Department, the Wisconsin State Patrol, and Franklin Police Department and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway. Do not cross live traffic lanes of USH 45 with equipment or vehicles.

Obtain prior approval from the engineer for the locations of egress or ingress for construction vehicles to prosecute the work.

Provide minimum 24-hour advance notification to the engineer for any LCS cancellations (not related to weather).

Do not disturb, remove, or obliterate any traffic control signs, advisory signs, sand barrel array, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer.

Replace standard spec 643.3.1.(8) with the following:

Provide equipment, forces, and materials to promptly restore any traffic control devices or pavement markings damaged or disturbed within 2 hours of being contacted.

SER-643-001 (20211227)

#### General

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

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency, local event, or significant traffic delays.

Traffic requirements under this contract shall be coordinated with other adjacent and concurrent department or local municipality projects. The contractor shall be responsible for implementing and coordinating with other contractors. If modifications to the traffic control plan would be required by the engineer, they need to be safe and consistent with adjacent work by others.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the engineer.

Maintain emergency vehicular access at all times to USH 45 and to side roads. Alternating side roads closures are allowed, but emergency access must be maintained at all times so that all properties along the project corridor have emergency access.

Off-peak hours are defined at 9:00 AM -3:00 PM, or as approved by the engineer.

2040-14-70 9 of 85

#### **Traffic Control**

#### Stage 1

- 1. Traffic will travel on the existing roadway. The median lane will be closed, and traffic will be reduced to two travel lanes in each direction.
- Stage construction operations to ensure all movements at the intersections are maintained and median access is maintained.
- 3. Left turn lanes at Speedway Drive can be closed during off-peak hours for temporary pavement construction.
- 4. The College Avenue left turn lane can be closed during off-peak hours to construct the crossover.

## Stage 2A

- Traffic will travel on the existing northbound side of the USH 45 roadway. Traffic will be reduced to
  two travel lanes southbound, and one travel lane northbound. Northbound traffic will be on the
  existing pavement, and southbound traffic will be on the existing pavement and newly widened
  temporary pavement at Speedway Drive. Temporary traffic signals and left turn lanes will be
  required at Speedway Drive.
- 2. The western leg of Speedway Drive will be one-way traveling westbound at USH 45 intersection.
- 3. Prairiewood Lane and Cortez Road can each be closed individually, but not at the same time.
- 4. The eastbound Rawson Ramp to southbound USH 45 movement will be detoured using W. Rawson Ave. and Loomis Road.
- 5. Whitnall Edge Road and Venture Drive will be limited to right-in/right-out.
- 6. Stage construction operations to ensure that access to all properties is maintained at all times.
- 7. One of the two Frontage Road West access points to USH 45 must be open at all times.

#### Stage 2B

- 1. Traffic will remain in the Stage 2A configuration except at Speedway Drive and Rawson NW Ramp.
- 2. Traffic at Speedway Drive will be shifted to the southern half of the intersection. The western leg of Speedway Drive will remain one-way traveling westbound at USH 45 intersection.
- 3. Shift Rawson NW Ramp traffic to the northern half of the roadway.

## Stage 3A

- Traffic will travel on the finished southbound side of the USH 45 roadway. Traffic will be reduced to
  two travel lanes southbound, and one travel lane northbound. Southbound traffic will be on the
  finished roadway, and northbound traffic will be on the finished roadway and temporary pavement
  at Speedway Drive. Temporary traffic signals and left turn lanes will be required at Speedway Drive.
- 2. The Rawson NW Ramp will be reopened to bi-directional traffic, and the detour removed.
- 3. The eastern leg of Speedway Drive will be one-way traveling eastbound at USH 45 intersection.
- 4. Phyllis Lane and Herda Place can each be closed individually, but not at the same time.
- 5. Cortez Circle (South) and Cortez Circle (North) can each be closed individually, but not at the same time.
- 6. Venture Drive and Whitnall Edge Road will be open but restricted to right-in/right-out movements.
- 7. Stage construction operations to ensure that access to all properties is maintained at all times.

2040-14-70 10 of 85

#### Stage 3B

1. Traffic will remain in the Stage 3A configuration except at Speedway Drive. At Speedway Drive, shift traffic to the southern half of the intersection.

## Stage 4

- 1. Northbound USH 45 traffic will remain reduced to two lanes and will travel on the northbound finished roadway, with the median lane closed.
- 2. Southbound USH 45 traffic will remain reduced to two lanes and will remain in the Stage 3 configuration, with the median lane closed.
- 3. Stage construction operations to ensure access to side roads at the intersections are maintained and median access is maintained. The following median closures will be allowed:
  - a. Phyllis Lane and Herda Place medians can each be closed individually, but not at the same time.
  - b. Cortez Circle (South)/Cortez Road and Cortez Circle (North)/Prairiewood Lane medians can each be closed individually, but not at the same time.
  - Whitnall Edge Road and Cortez Circle (North) medians can each be closed individually, but not at the same time.
  - d. All sideroads with median openings except Speedway Drive will be right-in/right-out when the medians are closed.
- 4. College Avenue left turn lane can be closed during off-peak hours to remove the crossover.

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

Provide the following advance notification to the engineer for incorporation into the Wisconsin LCS.

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

## **Local Traffic Access**

Maintain a minimum lane width of 11 feet at all times during construction unless shown otherwise in the plans.

Employ flaggers, signs, barricades, flexible tubular posts and bases, and drums as necessary to safeguard and direct local traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic. Use drums to direct local traffic and delineate hazards such as open excavations, abrupt drop-offs, exposed manholes, etc. The use of such devices shall be incidental to the operation which creates the hazard. No additional payment shall be made for any labor or materials required to adhere to this restriction.

2040-14-70 11 of 85

#### **Notifications**

Notify the following emergency services two weeks prior to the beginning of construction to discuss access issues during construction:

City of Franklin	Richard Oliva	Chief of Police	(414) 425-2522
City of Franklin	Adam Remington	Fire Chief	(414) 425-1420
Milwaukee County	Denita Ball	Sheriff	(414) 278-4788

## 6. 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 USH 45 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 24, 2024 to 6:00 AM Tuesday, May 28, 2024 for Memorial Day;
- From noon Wednesday, July 3, 2024 to 6:00 AM Monday, July 8, 2024, for Independence Day;
- From noon Friday, August 30, 2024 to 6:00 AM Tuesday, September 3, 2024, for Labor Day.

stp-107-005 (20210113)

#### 7. Utilities.

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

stp-107-065 (20080501)

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

Contact each utility company listed in the plans prior to preparing bids to obtain current information on the status of existing and any newly relocated utility facilities within the project limits.

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 being completed, and the site will be available to the utility owner. Follow-up with a confirmation notice to the engineer and the utility owner three to five working days before the site will be ready for the utility owner to begin its work.

All station locations that are referenced are approximate locations. All depths referenced are approximate depths.

The following utilities are located within the project:

**AT&T Wisconsin – Communication Line** has underground facilities within the project limits. AT&T will begin the following work on July 1, 2023, and will take 60 working days to complete.

Prior to construction, AT&T will complete the following:

- At station 918+10, 55' LT, AT&T will break out existing manhole southern wall and place new manhole beside existing and connect to southern wall of existing manhole. AT&T will place new lid outside of proposed curb in new portion of manhole.
- At station 928+18, 75' LT, expose and adjust existing pedestal 7' north to avoid proposed sidewalk.

2040-14-70 12 of 85

- At station 930+25, 71' LT, will expose and adjust existing pedestal 3' west to avoid proposed sidewalk.
- At station 938+82, 68' LT, will expose and adjust existing pedestal 4' west to avoid proposed sidewalk.
- At station 955+49, 78' LT, will move existing handhole approximately 4' west to avoid proposed sidewalk.
- At station 962+35, 70', will move existing handhole approximately 4' west to avoid proposed sidewalk.
- Between station 920+40 and 921+25, 78' RT, lower existing conduit 12" to be below ground in ditch. Conduit is currently exposed in ditch.

During construction AT&T will take 5 working days to complete the following:

- At station 917+40, 60' LT, adjust conduit 4' south to avoid intake and be above proposed storm.
- At station 923+98, 52' LT, raise existing conduit approximately 30" and splay out conduit over proposed storm sewer pipe.
- At station 923+18, 70' RT, raise existing conduit approximately 30" and splay out conduit over proposed storm sewer pipe.
- At station 926+18, 52' LT, lower existing conduit 12" during storm sewer construction to avoid proposed storm sewer.
- At station 926+17, 60' RT, raise existing conduit approximately 12" and splay out over proposed storm sewer pipe.
- At station 928+22, 45' LT, lower existing conduit 30" to avoid proposed storm sewer.
- At station 928+22, 60' RT, raise existing conduit approximately 12" and splay out conduit over proposed storm sewer pipe.
- At station 929+82, 0' offset of proposed storm line, raise existing conduit 24" to avoid proposed storm sewer.
- At station 930+50, 44' RT, lower existing conduit 30" to avoid proposed storm sewer.
- At station 930+50, 60' RT, raise existing conduit approximately 12" and splay out conduit over proposed storm sewer pipe.
- At station 933+45, 60' RT, lower existing conduit 30" to avoid proposed storm sewer.
- At station 933+48, 68' RT, raise existing 25 pair cable approximately 6" to clear proposed storm sewer pipe.
- At station 934+30, 60' RT, lower existing conduit 30" to avoid proposed storm sewer.
- At station 934+30, 60' RT, expose and adjust fiber 2' east to avoid proposed intake during construction. Fiber will lie below the proposed storm sewer pipe.
- At station 948+28, 10' LT, lower existing 200 pair 24" to avoid proposed storm sewer.
- At station 952+35, 70' RT, expose and adjust conduit 2' west to avoid proposed signal base.
- At station 955+52, 60' RT, lower existing 200 pair and 48 fiber approximately 30" during construction. Cables lie together.
- At station 961+00, 40' LT to 40' RT, expose and adjust cable as needed around proposed intakes during construction. Also, raise existing cable approximately 12" during adjustment and set cable around proposed pipe during construction.
- At station 961+55, 58' RT, expose and adjust cable approximately 2' north to rest between proposed storm structures 60.6 and 60.7.

During construction AT&T will take 1 working day per location to complete the below:

2040-14-70 13 of 85

- At station 923+20, 52' LT, adjust manhole line +/- 3" to meet finished grade.
- At station 928+54, 45' LT, to lower manhole approximately 3" to meet finished grade.
- At station 931+75, 59' RT, offset manhole rings approximately 8" east to avoid retaining wall and adjust manhole lid +/- 3" to meet finished grade.
- At station 932+06, 67' RT of proposed storm line, adjust manhole lid +/- 3" to meet finished grade.
- At station 939+98, 60' RT, adjust manhole lid approximately +/- 3" to meet finished grade. Manhole will lie in green space between sidewalk ramp and curb.
- At station 948+30, 62' RT, lower existing manhole lid approximately 8" to meet finished grade of sidewalk.
- At station 955+52, 63' RT, adjust manhole approximately +/- 3" to meet finished grade of sidewalk.
- At station 963+28, 60' RT of proposed storm line, raise existing manhole lid approximately 12" to meet finished grade.

Use caution when excavating near the below facilities for storm sewer work::

- At station 920+14, 50' LT, the existing conduit is above the proposed storm sewer.
- At station 924+00, 60' RT, the existing conduit is below proposed storm sewer.
- At station 931+73, 0' offset of proposed storm line, existing 200 pair above proposed storm sewer.
- At station 939+79, 60' LT, existing 200 pair above proposed storm sewer.
- At station 940+00, 10' LT, existing 200 pair above proposed storm sewer.
- At station 955+50, 10' LT, existing 200 pair above proposed storm pipe.

**City of Franklin – Sewer** has existing facilities inside the project limits. Manhole adjustments, casting replacements and manhole removals will be made by the contractor as part of the project. Construct sewer items as shown in the plans and in the bid items for this project.

**Franklin Municipal Water Utility – Water** has existing facilities inside the project limits. Water adjustments will be made by the contractor as part of the project. Construct water items as shown in the plans and in the bid items for this project.

The Franklin Municipal Water Utility plans to extend their water main along the east side of Frontage Road East from station 923+72, 85' RT to 933+90, 68' RT. The Franklin Municipal Water Utility will install a new gate valve at station 923+72, 85' RT to begin the water main extension. A gate valve will be installed at station 926+56, 87' RT. A hydrant assembly will be installed at station 926+61, 86' RT which will include 1-8" x 6" 90-degree hydrant tee anchoring on branch, 1-6" gate valve and box, 1- hydrant, 2.5' of 6" anchor coupling, a 7' bury depth and a shoe invert elevation of 788.42. A second hydrant assembly will be installed at station 929+91, 86' RT with a shoe invert elevation of 792.65. A 45-degree bend will be placed at station 932+92, 87' RT and station 933+10, 68' RT. A gate valve will be installed at station 933+90, 68' RT where it will connect to the existing watermain. This work will be done by a Franklin Municipal Water Utility contractor. This work is anticipated to start as early as April of 2024 and be completed by June 15, 2024 with a work schedule coordinated with the WisDOT contractor.

**Spectrum – Communication Line** has aerial and underground facilities within the project limits. Spectrum will require 50 working days to complete the following work to begin October 10<sup>th</sup>, 2023:

• Relocate pole 6' east to station 921+66, 76' RT. Remove existing anchor and place new anchor at station 921+82, 84' RT.

2040-14-70 14 of 85

- Transfer overhead wires to new We Energies pole at station 922+67, 69' LT. Set new anchor to the north.
- Transfer overhead wires to new We Energies pole at station 928+21, 110' LT. Set two new anchors
  to east and southwest.
- Transfer overhead wires to new We Energies pole at station 928+44, 71' LT. Set two new anchors
  to northeast and south. New cable to be ran from poles at station 928+21, 110' LT to 928+44, 71'
  LT.
- Transfer overhead wires to new We Energies poles at station 929+65, 71' LT, station 931+29, 71' LT, and at station 932+55, 71' LT
- Remove overhead wire from existing pole at station 932+55, 67' LT to existing pole on Herda Place at station 400+88, 24' RT.
- Transfer overhead wires from east on Herda Place to new We Energies pole at station 401+90, 20'
   RT. Minimum height attachment is 23' above ground level. Set new anchor to the southwest.
- Run new overhead wire from new We Energies pole along Herda Place at station 901+90, 20' RT to new We Energies pole at station 934+24, 71' LT. Minimum height attachment is 23' above ground level. Set new anchor to northwest.
- Transfer overhead wires to new We Energies poles at station 935+37, 71' LT, station 936+16, 71' LT and at station 937+43, 71' LT.
- Transfer power supply at station 936+16, 71' LT to new pole.
- Transfer overhead wires to new We Energies pole at station 938+87, 71' LT. Set new anchor to the north.
- Relocate 535' of underground facilities from pole at station 938+87, 71' LT to new vault at station944+25, 60' LT. Place (1) 2" Duct and pull (1) 48 Count Fiber in Duct. Maintain new facility 1' west of existing underground facility and insure minimum depth of 60" or an elevation of 793. Discontinue existing underground facility.
- Set new vault at station 944+25, 60' LT in terrace. Remove existing vault.
- Relocate 303' of underground facilities from new vault at station 944+25, 60' LT to new vault at station 947+26, 76' LT. Place (1) 2" Duct and pull (1) 48 Count Fiber in Duct. Maintain new facility 1' west of existing underground facility and insure minimum depth of 60" or an elevation of 793. Discontinue existing underground facility.
- Set new vault at station 947+26, 76' LT in grass behind sidewalk.
- Relocate 6' of underground facilities from new vault at station 947+26, 76' LT to existing pole at 947+31, 70' LT.
- Relocate 382' of underground facilities from new vault at station947+26, 76' LT to new pedestal at station 951+28, 76' LT. Set new facilities west of existing underground facilities. Place (1) 0.625 Coax CIC and (1) 2" Duct. Pull (1) 48 Count Fiber in Duct. Maintain minimum depth of 60". Discontinue existing underground facility.
- Remove existing vault at about station 948+25, 68' LT.
- Set new pedestal at station 951+26, 76' LT. Remove existing pedestal.
- Relocate 301' of underground facilities from new pedestal at station951+28, 76' LT to existing vault at about station954+38, 81' LT. Set new facilities west of existing underground facilities. Place (1) 0.625 Coax CIC and (1) 2" Duct. Pull (1) 48 Count Fiber in Duct. Maintain minimum depth of 60". Splice fiber and coax at vault. Discontinue existing underground facility.
- Transfer overhead wires to new We Energies poles at station 963+61, 71' LT, station 964+97, 71' LT, station 967+86.5, 215' LT and at station 967+86.5, 231' LT.
- Transfer power supply at station 963+61, 71' LT to new pole.

2040-14-70 15 of 85

- Install new SGLB3048-36 sidewalk rated vault with center at station 967+91.5, 66.45' LT. Remove existing dog house pedestal. Spectrum to work with contractor to adjust vault to final elevation.
- Transfer overhead wires to new We Energies pole at station 967+91, 91' LT. Set new anchor to the north.

During construction, Spectrum will set final elevation for their new vault in the sidewalk at station967+91.5, 66.45' LT, the work is expected to be completed in 1 working day.

**Verizon Business – Communication Line** has underground facilities within the project limits. Verizon will complete their work prior to construction beginning July 10, 2023, and it will take 30 working days. Verizon will complete the following:

- At station 923+18, 62' RT, the existing handhole will be relocated 15' to the east and 15' to the south to sit at station 922+84, 81' RT.
- Beginning at proposed handhole at about station 922+84, 81' RT, Verizon will directionally bore at a 60" depth for 864' to handhole at station 934+48, RT. Existing 864' of fiber will be removed after cutover is complete.
- Beginning at existing handhole at station 934+48, 60' RT, Verizon will directionally bore at 60" depth to meet at existing handhole at station 939+68, 60' RT. Existing fiber will be removed after cutover is complete.
- At station 939+68, 60' RT, existing handhole to be relocated 6' east in new sidewalk.
- Beginning at proposed handhole at station 939+68, 66' RT, Verizon will directionally bore at 60" depth to meet at existing handhole at station 947+35, RT. Existing fiber will be removed after cutover is complete.
- Beginning at existing handhole at station 947+35, 69' RT, Verizon will directionally bore at 60" depth to meet at proposed handhole at station 952+82, 74' RT. Existing fiber will be removed after cutover is complete.
- At station 952+44, RT, existing handhole will be relocated 38' north to station 952+82, 74' RT in new sidewalk.
- Beginning at proposed handhole at station 952+82, 74' RT, Verizon will directionally bore at 60" depth to meet at existing handhole at station 958+38, 67' RT. Existing fiber will be removed after cutover is complete.
- Beginning at existing handhole at station 958+38, 67' RT, Verizon will directionally bore at 60" depth to meet at proposed handhole at station 966+56, RT. Existing fiber will be removed after cutover is complete.
- At station 966+56, 59' RT, existing handhole will be relocated 2' east in new sidewalk.
- Beginning at proposed handhole at station 966+56, 59' RT, Verizon will directionally bore at 60" depth 128' west across USH 45 where a new hand hole will be placed at station 966+56, 69' LT. From the new hand hole at station 966+56, 69' LT, Verizon will directionally bore at 60" depth 144' north to meet at existing handhole at station 968+05, LT. Existing fiber of 149' on RT side of USH 45 and 131' of fiber across USH 45 will be removed after cutover is complete.

During construction, Verizon will coordinate with the road contractor for the final hand hole adjustments, as stated below. The work is expected to take 4 hours per hand hole adjustment.

- Station 923+18, 81' RT
- Station 934+48, 60' RT
- Station 939+68, 66' RT
- Station 947+35, 69' RT

2040-14-70 16 of 85

- Station 952+82, 74' RT
- Station 958+38, 67' RT
- Station 966+56, 69' LT
- Station 968+05, 69' LT

**We Energies – Electricity** has aerial and underground facilities within the project limits. Work is scheduled to begin July 31<sup>st</sup>, 2023. 5 working days for installation are required prior to the August 8<sup>th</sup>, 2023 letting date. After August 8<sup>th</sup>, 2023 45 working days for installation, and after underbuild work is complete 20 working days for removal will be required.

#### Mainline work:

- Relocate pole at station 922+67, 62' LT to 922+67, 69' LT. Relocate both anchors to station 922+67, 65' LT and station 922+77, 68' LT. Transfer all cables to new pole.
- Relocate pole at station 928+21, 89' LT to 928+21, 110' LT. Relocate both anchors from station 928+20, 75' LT to 928+09, 91' LT to 928+21, 98' LT and station 928+16, 118' LT, respectively. Transfer all cables to new pole.
- Install new pole at station 928+44, 71' LT with new anchors at station 928+32, 71' LT and station 928+49, 61.5' LT. Transfer all cables to new pole. New cables to be ran from pole at station 928+21, 110' LT to 928+32, 71' LT.
- Relocate pole at station 929+65, 67' LT to 929+65, 71' LT. Transfer all cables to new pole.
- Relocate pole at station 931+29, 68' LT to 931+29, 71' LT. Transfer all cables to new pole.
- Relocate pole at station 932+55, 67' LT to 932+55, 71' LT. Transfer all cables to new pole.
- Relocate pole at station 934+22, 68' LT to 934+24, 71' LT. Install new anchor at station 934+27, 80' LT. Transfer all cables to new pole.
- Relocate pole from station 935+44, 68' LT to 935+37, 71' LT. Transfer all cables to new pole.
- Relocate pole from station 936+14, 67' LT to 936+16, 71' LT. Transfer all cables to new pole.
   Spectrum to relocate Service Mast/Meter Socket.
- Relocate pole from station 937+45, 66' LT to 937+43, 71' LT. Transfer all cables to new pole.
- Relocate pole from station 938+87, 68' RT to 938+87, 71' LT, transfer all cables to new pole.
   Relocate anchor from station 939+06, 67' LT to 939+02, 71' LT. Remove anchor at station 938+87, 68' LT and relocate cables to pole 90-06585.
- Existing pole at station 947+31, 70' LT. Hydro-Vac cables at 54" min depth from station 947+37, 79' LT to 947+78, 77' LT. Splice cables at each end.
- Directional bore for new cable at station 951+45, 85' RT to 952+50, 86.5' RT. Proposed cable depth being 60" at either end, 72" min at station 952+00, 85' RT and 84" min at station 951+59, 85' RT. Splice cables at either end. Discontinue existing cable.
- Relocate pole from station 963+60, 69' LT to 963+61, 71' LT. Transfer all cables to new pole.
   Spectrum to relocate Service Mast/Meter Socket.
- Relocate pole from station 964+97, 66' LT to 964+97, 71' LT. Transfer all cables to new pole.
- Remove pole and anchor at station 967+96, 60' RT and station 967+96, 75' RT, respectively.
- At station 968+91, 231' LT, replace pole and anchors at station 967+86, 231' LT.
- At station 968+91, 215' LT, replace pole at station 967+86.5, 215' LT.
- Relocate pole at station 967+94, 71' LT in place and set 8' deep. Place new anchor at station 967+91, 79' LT

2040-14-70 17 of 85

#### Side Road work:

- Install new anchor at station 401+68, 20' RT on Herda Place
- Relocate pole on Herda Place from station 400+88, 24' RT to 401+90, 20' RT. Install new anchor at station 401+90, 29' RT. Transfer all cables to new pole.
- Directional bore for new cable at Speedway Drive from station 548+86, 37' RT to 548+57, 47' LT. Proposed depth being 60" at either end, 72" min at station 548+64, 61' LT and 66" min at station 548+75 and station 548+81, 20' RT. Splice cables at each end. Discontinue existing cable.
- Directional bore for new cable at Speedway Drive from station 550+91, 38' LT to 551+30, 61' RT.
   Proposed depth being 42" at station 550+91, 38' LT, 60" min at station 551+08, 72" min at station 551+23, 38' RT, and 48" at station 551+30, 61' RT. Splice cables at each end. Discontinue existing cable.
- Directional bore for new cable at Whitnall Edge Road, at 54" min depth, from station 600+86, 61' LT to station601+02, 58' RT. Splice cables at each end. Discontinue existing cable.
- Directional bore for new cable at Whitnall Edge Road, at 42" depth, from station 600+97, 41' LT to station 602+61, 48' LT. Splice cables at each end.
- Facilities on the right side of Whitnall Edge Road and crossing
- Existing pole on Venture Drive at station 650+93, 28' RT. Relocate existing anchor from station 650+92, 20' RT to station650+93, 22' RT.

The following lighting work will be completed during construction. Give WE Energies notice prior to construction stage switches. Lighting removal will take 10 days per construction stage.

- Remove light pole at station 919+86, 66' LT
- Remove light pole at station 939+87, 75' LT
- Remove light pole at station 967+39, 69' RT
- Remove light pole on Phyllis Lane at station 300+91, 25' LT
- Remove light pole on Herda Place at station 400+72, 28' LT
- Remove light pole on Cortez Road at station 939+87, 75' LT
- Remove light pole on Cortez Circle at station 450+72, 22' LT
- Remove light pole on Prairie Wood Lane at station 499+17, 26' RT
- Remove light pole on Cortez Circle at station 500+80, 26' LT
- Remove light pole at Whitnall Edge Road at station 600+75, 25' LT

It is imperative that the highway contractor contact We Energies before removing any electrical underground cables, to verify that they have been discontinued and carry no electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch #1-800-662-4797

**We Energies – Gas** has underground facilities inside the project limits. We Energies Gas will adjust their facilities from station 922+88, 77' RT to station 962+53, 71' RT. The following work will be completed within 60 working days prior to construction:

Connect to existing gas main at station 922+88, 77' RT where We Energies Gas will connect a
proposed PE tracer wire to existing PE tracer wire and instill a 1# anode. We Energies gas will
continue the 4" PE bore north 3' off of the R/W line and 8' east of the existing gas main.

2040-14-70 18 of 85

- The new gas main will cross the proposed storm line along Phyllis Lane at station 300+79, 28' RT. The proposed top of gas elevation will be 776.
- The existing gas main will be capped and discontinued starting at station 923+37, 80' RT.
- Connect to existing gas main along Phyllis Lane at station 300+10, 15' RT.
- There will be a grade break in We Energies gas main at about station 926+61, 93' RT where the proposed gas main will continue the 4" PE bore north 2' off of the R/W line and 5' east of the existing gas main.
- At station 933+59, 98' RT, the proposed gas main will bore west under USH 45 for 190'. The
  proposed gas main will have a 90-degree turn at station 933+66, 65' LT and continue north on the
  west side of USH 45, 4' off of the R/W line until station 938+52. 69' RT. All existing gas main
  between stations will be discontinued.
- At station 933+59, 98' RT, the proposed gas main will connect to the existing gas main along Herda Place.
- At station 938+52, 69' RT, the proposed gas main will jog west and continue north 2' off of the R/W line until about station 949+28, 68' RT.
- At station 939+93, 68' LT, the proposed gas main will connect to the existing gas main along Cortez Road
- At station 940+56, 68' LT, the proposed gas main will have a tee-section to begin connection to Cortez Circle on the east side of USH 45. We Energies Gas will have a 2" PE bore for 160'. The proposed gas main will make one 90-degree bend at about station 940+56, 97' RT and another at station 940+52, 93' RT where it will connect to the existing gas main on Cortez Circle.
- At station 945+55, 62' LT, the proposed gas main will have tee-section to begin connection to Cortez Circle on the east side of USH 45. We Energies Gas will have a 2" PE bore for 160'. The proposed gas main will make one 90-degree bend at station 945+45, 94' RT and another at about station 945+52, 94' RT where it will connect to the existing main on Cortez Circle.
- At station 949+28, 68' RT, the proposed gas main will make one-90-degree bend and bore east for 18'. At station 949+28, 50' RT, the proposed gas main will make another 90-degree bend and continue north. This section of proposed gas main will have a varying offset but will connect to the existing main at station 959+63, 61' RT. All existing gas main between stations will be discontinued.
- At station 962+36, 50' RT, the connection to Whitnall Edge Road will be reestablished. A tee-section will be placed at station 962+36, 50' RT connecting to the existing gas main. 4" PE bore will be added for 125' and will connect to the existing gas main on the east side of USH 45 at station 962+39, 71' RT. The existing connection will be discontinued and capped.

During construction, We Energies Gas will adjust valve heights prior to final restoration at station 945+56, 62' LT, station 940+57, 62' LT and at station 933+65, 61' LT. Contact We Energies in advance for any height adjustments for the valves and allow 4 hours per valve for height adjustment.

It is imperative that the highway contractor contact We Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Gas Dispatch #1-800-261-5325

**WisDOT – Street Lighting** has existing facilities inside the project limits. Improvements will be made by the contractor as part of the project. Construct street lighting items as shown in the plans and in the bid items for this project.

2040-14-70 19 of 85

**WisDOT – Wisconsin Signal** has facilities inside the project limits. Improvements will be made by the contractor as part of the project. Construct signal items as shown in the plans and in the bid items for this project.

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

Everstream – Communication Line

#### 8. Other Contracts.

Coordinate your work according to standard spec 105.5.

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

It is expected that work by the city and county personnel may be required at certain times concurrently with the work being done under this contract.

Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts. All coordination is incidental to the project.

1. **2240-00-78** West Loomis Road – Start May 2024, Completion Fall 2024.

WisDOT Contact: Mark Wilfert, (262) 548-5936

2. WH0111012 CTH OO Milwaukee County – Start 4/10/23, Completion Date 11/16/2023.

Milwaukee County Contact: Andrea Masters, (414) 257-5902

A detour route for CTH OO (Forest Home Ave) from Hi View Drive to Speedway Drive will utilize USH 45 as the detour route.

3. **22F007.01.** City of Franklin – Start Spring 2024, Completion Date June 15, 2024.

Notify the engineer two weeks in advance of completion of each stage so the engineer can coordinate with the City of Franklin East Frontage Road Water Main Project 22F007.01. The City of Franklin has a completion date of June 15, 2024 to complete the proposed water main along the East Frontage Road.

## 9. Referenced Construction Specifications.

Construct the work enumerated below conforming to the City of Franklin Municipal Water Main Specifications. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Water main adjustments.

stp-105-002 (20130615)

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

The department has assumed coverage under the U.S. Army Corps of Engineers Section 404 Transportation Regional General Permit (TRGP). The department has determined that a pre-construction notification (permit application) to U.S. Army Corps of Engineers and their written verification of TRGP coverage is not necessary for this project.

A copy of the Section 404 Transportation Regional General Permit can be obtained on USACE's website:

https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation.pdf

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a pre-construction

2040-14-70 20 of 85

notification (permit application) and written verification from U.S. Army Corps of Engineers under the Section 404 Transportation Regional General permit is required. If written verification under the TRGP is necessary, submit a pre-construction notification to U.S. Army Corps of Engineers and obtain written verification of permit coverage prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and

obtain the written verification of permit coverage. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit request.

stp-107-054 (20230113)

## 11. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.

The department has obtained permit coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities under this contract. Conform to all permit requirements for the project.

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). The permit can be found at:

https://widnr.widen.net/s/s5mwp2gd7s/finalsignedwisdotcsgp

A certificate of permit coverage is available from the regional office by contacting Doug Cain at (262) 548-5603. Post the permit certificate in a conspicuous place at the construction site.

#### 12. Erosion Control.

Supplement standard spec 107.20 with the following:

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dust control and each dewatering or by-pass (mechanical pumping) operation in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP will identify how to implement the project's erosion control plan. ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of top soil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Benton Stelzel, <u>Benton.stelzel@wi.gov</u>, (262) 623.0194. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as the engineer directs, immediately after the grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as the engineer directs, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

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

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

2040-14-70 21 of 85

discharge velocity that would cause release of sediment downstream. Dewatering is considered incidental to the contract.

### Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

## http://dnr.wi.gov/topic/stormwater/standards/const standards.html.

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

#### **Maintaining Drainage**

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

SER-107-003 (20161220)

## 13. Material Stockpile and Equipment Storage

Submit a map showing all proposed material stockpile and equipment storage locations to the engineer 14 calendar days before either the preconstruction conference or proposed use, whichever comes first. Identify the purpose; length, width and height; and duration of material stockpile or equipment storage at each location. Do not stockpile material or store equipment until the engineer approves.

Material stockpiles and equipment storage on USH 45 from Station 949+00 to Station 972+00 is not allowed unless the engineer approves otherwise in writing.

#### 14. Notice to Contractor – Electronic Load Tickets.

Add the following to standard spec 109.1.4:

## 109.1.4.3 Electronic Load Tickets

- (1) Electronic load tickets may be provided as a substitute for printed tickets. Include the information as specified in 109.1.4.2 on each electronic ticket.
- (2) Automatically generate electronic tickets using a system that is fully integrated with the load-out scale system being used to weigh the material. Ensure data input cannot be altered and provide offline capabilities to prevent data loss.
- (3) Provide electronic tickets in real-time by allowing the department access to the tickets utilizing a web-based or app-based system compatible with iOS and Android.
- (4) Provide the capability to record information and comments on each ticket.

2040-14-70 22 of 85

(5) For each project ID and bid item, submit an electronic daily summary of the individual tickets daily as work is completed. In the daily summary, include the unique information for each individual load ticket. Provide the daily summary data in an importable format, such as comma separated values (.csv).

## 15. Notice to Contractor – Traffic Signal Bases.

Traffic signal bases in close proximity to underground utilities may require hydro excavation to excavate for the traffic signal base. The cost of hydro excavation is incidental to the cost of the traffic signal base.

## 16. Notice to Contractor – Traffic Signal Equipment Lead Time.

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

#### 17. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

## 18. Abandoning Sewer, Item 204.0291.S.

#### **A** Description

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

#### **B** Materials

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

#### **C** Construction

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

## **D** Measurement

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

### E Payment

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

ITEM NUMBERDESCRIPTIONUNIT204.0291.SAbandoning SewerCY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary. stp-204-050 (20210708)

2040-14-70 23 of 85

## 19. Removing Lighting Units, Items 204.9060.S.01.

#### **A** Description

This special provision describes the removing lighting units as the plans show, conforming to standard spec 204, and as follows.

#### **B** Materials

All removed material shall become the property of the contractor and be disposed off the project site, except for LED and HPS light fixtures and bulbs. LED and HPS light fixtures and bulbs are considered hazardous material, disposal shall be done by the contractor under the bid item Lamp, Ballast, LED, Switch Disposal by Contractor.

#### **C** Construction

Remove lighting units consisting of pole, arm, luminaire, lamp, wires, breakaway device, and associated hardware and appurtenances.

No removal work will be permitted without approval from the engineer. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

#### **D** Measurement

The department will measure Removing Lighting Units by each individual unit removed, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.01Removing Lighting UnitsEACH

The department will pay separately for detachment and disposal of light fixtures and bulbs.

SER-204.15 (20220214)

## 20. Removing Traffic Signals, USH 45 and Speedway Dr, Item 204.9060.S.02.

#### **A** Description

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

#### B (Vacant)

#### **C** Construction

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

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

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (evp), mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand-hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way. Deliver the remaining materials, except for Traffic signal LED and luminaire lamp, switch, and ballasts to the West Allis Electrical Service Facility at 935 South 60th Street, West Allis, Milwaukee County. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements.

2040-14-70 24 of 85

DOT forces shall remove the signal cabinet from the footing. The signal cabinet and associated signal cabinet equipment will be removed from the site by DOT forces and will remain the property of the department.

## **D** Measurement

The department will measure Removing Traffic Signals, USH 45 and Speedway Dr for each intersection, acceptably completed.

#### **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.02Removing Traffic Signals, USH 45 and Speedway DrEACH

The department will pay separately for detachment and disposal of LED and luminaire lamp, switch, and ballast. stp-204-025 (20150630)

# 21. Remove Loop Detector Wire and Lead-in Cable, USH 45 and Speedway Dr, Item 204.9060.S.03.

## **A Description**

This special provision describes providing removing loop detector wire and lead-in cable at the intersections of USH 45 and Speedway Dr. Removal will be according to standard spec 204, as shown in the plans, and as hereinafter provided.

## B (Vacant)

#### **C** Construction

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the loop detector wire and lead-in cable.

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

#### **D** Measurement

The department will measure Removing Loop Detector and Lead-In Cable USH 45 and Speedway Dr as each intersection, acceptably completed.

## **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT

204.9060.S.03 Removing Loop Detector Wire and Lead-in Cable, USH 45 and Speedway Dr EACH

stp-204-025 (20150630)

# 22. QMP Base Aggregate Dense 1 1/4-Inch Compaction, Item 371.2000.S.

## **A** Description

- (1) This special provision describes modifying the compaction and density testing and documentation requirements of work done under the Base Aggregate Dense 1 1/4-Inch bid items. Conform to standard spec 305 as modified in this special provision and to the contract QMP Base Aggregate article.
- (2) Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of dense graded base which meets all the requirements of this provision.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

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

(4) This special provision applies to Base Aggregate Dense 1 1/4-Inch material placed: above at least 16 inches of subgrade improvement, 12 inches of subgrade improvement and geogrid or QMP subgrade

2040-14-70 25 of 85

provisions, between shoulder hinge points and lower than mainline pavement. Unless otherwise specified by the contract, all Base Aggregate Dense 1 1/4-Inch material placed on side roads, private and public entrances, individual ramps less than 1500 feet, passing lanes less than 1500 feet, tapers, turn lanes, and other undefined locations are exempt from the compaction and density requirement modifications and testing contained within this special provision.

## B (Vacant)

## **C** Construction

#### C.1 General

(1) The engineer shall approve the grade before placement of the base. Approval of the grade shall be according to applicable provisions of the standard specifications.

Add the following to standard spec 305.3.2.2:

- (3) For 1 1/4-Inch dense graded base composed of < or = 20% reclaimed asphaltic pavement (RAP) or crushed concrete (RCA), as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor must determine the material target density according to:
  - Method 1: Maximum dry density according to AASHTO T-180, Method D, with correction for coarse particles and modified to require determination of Bulk Specific Gravity (Gm) according to AASHTO T 85. Bulk Specific Gravities determined according to standard spec 106.3.4.2.2 for aggregate source approval may be utilized
- (4) For 1 1/4-Inch dense graded base composed of >20% RAP or RCA, as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor may choose from the following options to determine the material target density:
  - Method 2: Maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity (G<sub>m</sub>) according to AASHTO T 85.
  - Method 3: Maximum wet density as determined by AASHTO T-180, Method D, modified to define *Maximum Density* as the wet density in pounds per cubic foot of soil at optimum moisture content using Method D specified compaction, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity (G<sub>m</sub>) according to AASHTO T 85.
  - Method 4: Average of 10 random control strip wet density measurements as described in section C.2.5.1.
- (5) Compact the 1 1/4-Inch dense graded base to a minimum of 93.0% of the material target density for methods 1, 2 and 3. Compact 1 1/4-inch dense graded base to a minimum of 96% of the material target density for method 4. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction.
- (6) Base Aggregate Dense 1 1/4-Inch will be accepted for compaction on a lot basis.
- (7) Field density tests on materials using contractor elected target density methods 3 or 4 will not be considered for lot acceptance on the basis of compaction under the requirements of this provision until the moisture content of the in-place material is less than 2.0 percentage points above the maximum wet density optimum moisture or 2.0 percentage points of the average moisture content of the 10 density tests representing a control strip, respectively. Determine moisture content using AASHTO T255 as modified in CMM chapter 8 or a nuclear density gauge. If conducting AASHTO T255, sample materials after watering but before compaction.

## **C.2 Quality Management Program**

## C.2.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:
  - 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.

2040-14-70 26 of 85

- 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
- 3. A list of 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. Lot layout and random test location plan.
- 8. A description of placement methods and operations. Including, but not limited to: staging, construction of an initial working platform, lift thicknesses, and equipment.

## **C.2.1 Pre-Placement Meeting**

A minimum of two weeks before placement of Base Aggregate Dense 1 1/4-Inch material, hold a pre-placement meeting at a mutually agreed upon time and location. Present the Quality Control Plan at the meeting. Attendance at the pre-placement meeting is mandatory for the project superintendent, quality control manager, project inspection and testing staff, all appropriate contractor personnel involved in the sampling, testing, and quality control including subcontractors, and the engineer or designated representatives.

## C.2.2 Personnel

- (1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing. Adhere to the minimum required certifications for aggregate testing per part 7 of the standard specification. AASHTO T180 proctor testing requires a minimum certification level of AGGTEC-1.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

## C.2.3 Equipment

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at:

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

- (3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.
- (4) For all target density methods, conform to AASHTO T310 and CMM 8-15 for wet density testing and gauge monitoring methods.
- (5) For the specified target density determined using method 1 in section C.1, compute the dry densities for the compacted dense graded base, composed of < or = 20% RAP or RCA, according to AASHTO T310.
- (6) For contractor elected target density method 2 in section C.1, compute dry densities of dense graded base composed of >20% RAP or RCA using a moisture correction factor and the nuclear wet density value. Determine the moisture correction value, for each Proctor produced under the requirements of C.2.5, using the moisture bias as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required. Conduct a moisture bias test for every 7500 feet of Base Aggregate Dense 1 1/4-Inch placed. Determine natural moistures in the laboratory.
- (7) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted direct transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches, but not to exceed the depth of the compacted layer being tested. Perform each test for at least one minute of nuclear gauge count time.

2040-14-70 27 of 85

#### C.2.5 Contractor Testing

- (1) Perform compaction testing on the mainline dense graded base material, as defined by A.(4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.3. Conform to CMM 8-15 for testing and gauge monitoring methods.
- (2) Select test sites randomly using ASTM Method D3665. Random numbers may be determined using an electronic random number generator. Guidance for determining test locations can be found in section 8-30.9 of the Construction and Materials Manual (CMM). Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.
- (3) When a density target is determined in accordance methods 3 or 4 in section C.1, conduct density testing on same date of final compaction.

# C.2.5.1 Contractor Required Quality Control (QC) Testing

- (1) Conduct testing at a minimum frequency of one test per lot. A lot is 1500 feet for each layer with a maximum width of 18 feet and minimum lift thickness of 2" of Base Aggregate Dense 1 1/4-Inch material placed. Layer widths exceeding 18 feet are divided into equal lots. Each lot of compacted Base Aggregate Dense 1 1/4-Inch material, as defined by A.(4), will be accepted when the lot field density meets the required minimum density. Lots that don't achieve density requirements must be addressed and approved according to C.2.7.
- (2) Add separate lots for passing lanes and individual ramps greater than 1500 feet.
- (3) Combine partial lots less than 750 feet with the previous lot. Partial lots greater than or equal to 750 feet are standalone lots.
- (4) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective actions according to C.2.7. Deliver documentation of all compaction testing results to the engineer at the time of testing.

# C.2.5.1.1 Target Density Determination

## C.2.4.1.1.1 Maximum Wet and/or Dry Density Methods

- (1) For contractor elected target density methods 2 and 3 in section C.1, and contractually specified target density method 1 in section C.1; perform one gradation and 5-point Proctor test before placement of 1 1/4-Inch dense graded base. Perform additional gradations every 3000 tons according to standard spec 305 and 730. If sampling requirements are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.
- (2) Perform additional 5-point Proctor tests, at a minimum, when:
  - 1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve, by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to create a 5-point Proctor. Each 5-point Proctor test will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
  - 2. The source of base aggregate changes.
  - 3. Percent target density exceeds 103.0% on two consecutive density tests.
- (3) Provide Proctor test results to the engineer within two business days of sampling. Provide gradation test results to the engineer within one business day of sampling.
- (4) Split each contractor QC Proctor sample and identify it according to CMM 8-30. Deliver the split to the engineer within one business day for department QV Proctor testing.
- (5) Split each non-Proctor contractor QC sample and identify it according to CMM 8-30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

# C.2.5.1.1.2 Density Control Strip Method

(1) For contractor elected target density method 4 in section C.1, construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel. For blended material, reprocessed material and crushed concrete, perform additional gradations every 3000 tons according to standard spec 305 and 730. If sampling frequencies are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.

2040-14-70 28 of 85

- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.
- (3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.
- (4) Construct additional control strips, at a minimum, when:
  - 1. The source of base aggregate changes.
  - 2. The four point moving average percentage of blended recycled materials, from classification of material retained on the No. 4 sieve in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip.
  - 3. The layer thickness changes more than 2.0 inches.
  - 4. The percent target density exceeds 103.0% on two consecutive density measurements.
- (5) Construct control strips using equipment and methods representative of the operations to be used to place and compact the remaining 1 1/4–Inch Base Aggregate Dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.
- (6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations. Subsequent density measurements will be taken at the same 3 locations. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.
- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take wet density measurements at the 3 marked locations. Continue compacting and testing until the increase in wet density measurements are less than 2.0 lb/ft³, or the density measurements begin to decrease.
- (8) Upon completion of control strip compaction, take 10 randomly located wet density measurements within the limits of the control strip. The final measurements recorded at the 3 locations under article C.2.4.1.1.2 may be included as 3 of the 10 measurements. Average the ten measurements to obtain the control strip target density and target moisture for use in contractor elected method 4 in section C.1. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

## **C.2.6 Department Testing**

#### C.2.6.1 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 two business days after the department obtains the sample.
- When a density target is determined in accordance methods 3 and 4 in section C.1, conduct density testing on same date of final compaction.

## C.2.6.2 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.2.3 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 20% of the required gradation, density and Proctor contractor tests.
- (3) The department will utilize contractor's QC Proctor results for determination of the material target density. The department will verify QC Proctor values by testing QC Proctor split sample. The department will use QC Proctor value as a target density if the QC and QV Proctor test results meet the tolerance requirements specified in section C.2.6.2(7).
- (4) The department will locate gradation and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. Sampling for gradation may be done independently of nuclear density tests, before watering and before compacting. The department will split each QV sample, test half for QV, and retain the remaining half for 10 calendar days.
- (5) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.

2040-14-70 29 of 85

- (6) The department will utilize control strip target density testing results in lieu of QV Proctor sampling and testing when the contractor elected target density method 4 in section C.1 is used.
- (7) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions according to C.2.7 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

## C.2.6.3 Independent Assurance (IA)

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
  - 1. Split sample testing.
  - 2. Proficiency sample testing.
  - 3. Witnessing sampling and testing.
  - 4. Test equipment calibration checks.
  - 5. 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.2.6.4.

## C.2.6.4 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor shall review the data, examine data reduction and analysis methods, evaluate sampling and testing methods/procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **C.2.7 Corrective Action**

- (1) Lots not achieving the minimum density requirements may be addressed and accepted for compaction according to the requirements of this section. Unless directed by the engineer, corrective actions taken to address an unacceptable lot must be applied to the entire lot corresponding to the non-conforming test.
- (2) Investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings according to ASTM D 6938. For material composed of >20% RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required.
- (3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2 and 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1, and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, shall be compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the Base Aggregate Dense 1 1/4–Inch, and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is

2040-14-70 30 of 85

less than or equal to 2.0 lb/ft<sup>3</sup>, the lot is accepted as satisfying the compaction requirements of this provision.

- (4) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2, or 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1 and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of geotextile fabrics, installation of breaker run material, or others to be completed, or may request an additional pass of compactive effort using equipment and methods representative of the operations used to place and compact the base aggregate dense and density test.
  - 1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft³ in a lot continue subsequent compactive efforts and density testing on that lot. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft³, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.
  - 2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds the minimum density requirement defined in section C.1, the lot is accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve the minimum density requirement defined in section C.1, compact the lot a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.
- (5) Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density methods 1, 2 or 3 in section C.1; or in excess of 2.0 percentage points above or below the target moisture content for target density method 4 in section C.1; shall receive contractor performed and documented corrective action; including additional density testing.
- (6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until the minimum density requirement is achieved or an alternate compaction acceptance criteria is met according to this section.
- (7) Field moisture contents of materials tested using contractor elected target density methods 3 or 4 in section C.1 cannot exceed 2.0 percentage points of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively. Density tests on materials using contractor elected target density methods 3 or 4 in section C.1 will not be considered for lot compaction acceptance until the moisture content of the corresponding density test of the in-place material is less than 2.0 percentage points above of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively.

## **D** Measurement

(1) The department will measure the QMP Base Aggregate Dense 1 1/4-Inch Compaction bid item by each lot, acceptably completed per C.2.5.1.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT371.2000.SQMP Base Aggregate Dense 1 1/4-Inch CompactionEACH

- (2) Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for providing aggregate under the Base Aggregate Dense 1 1/4-Inch bid item.
- (3) The department will pay for additional tests directed by the engineer. One engineer directed test is equal to one acceptably completed lot of the QMP Base Aggregate Dense 1 1/4 -Inch Compaction bid item. The department will not pay for additional corrective action tests required due to unacceptable material.

stp-370-010 (20191121)

2040-14-70 31 of 85

## 23. Stamping Colored Concrete, Item 405.1000.

# **A** Description

This special provision describes stamping and coloring concrete WisDOT Red for work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

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

- (1) Running bond brick pattern.
- (2) Per manufacturer's recommendations.

Replace the entire contents of standard spec 405.3.2 with the following:

- (1) Color concrete full-depth conforming to standard spec 405.3.1.
- (2) While initially finished concrete is in plastic state, accurately align and place imprinting stamps. Once the concrete has set to the point it can be stamped begin stamping. Uniformly pound or press imprint tools into concrete to produce required pattern and depth of imprint on concrete surface. Remove platform tools immediately. Hand texture and stamp edges and surfaces unable to be imprinted by stamp mats. Touch up imperfections such as broken corners, double imprints and surface cracks.

Stamp concrete consistently so that stamped concrete does not have a vertical elevation difference of 1/2 -inch or depressions in concrete capable of causing ponding water or ice.

For concrete hand stamp edges and surfaces that are unable to be imprinted by platform tools, use texture mats and single blade hand stamps to match platform tool stamping pattern. Finish imprinting to match sample panels

(3) After concrete has been stamped and the sheen has left the surface of the colored concrete, seal colored concrete. Apply per manufacturer's recommendations. Apply two coats of seal. Apply second coat after first coat has dried. Do not seal over blemishes or imperfections caused by rainfall or protection materials.

Protect colored concrete from premature drying and excessive cold or hot temperatures. Apply evaporation retarders to concrete surfaces during initial finishing only if hot, dry, or windy conditions cause a moisture loss approaching 0.20 lb/sf/hr before and during initial finishing. Apply according to manufacturer's written instructions.

# 24. QMP HMA Pavement Nuclear Density.

## **A Description**

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

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

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

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

http://www.atwoodsystems.com/

2040-14-70 32 of 85

#### **B** Materials

## **B.1 Personnel**

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

#### **B.2 Testing**

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

## **B.3 Equipment**

#### **B.3.1 General**

- (1) Furnish nuclear gauges according to CMM 8-15.2.
- (2) Furnish nuclear gauges from the department's approved product list at

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

## **B.3.2 Comparison of Nuclear Gauges**

# **B.3.2.1 Comparison of QC and QV Nuclear Gauges**

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

## **B.3.2.2 Comparison Monitoring**

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

## **B.4 Quality Control Testing and Documentation**

## **B.4.1 Lot and Sublot Requirements**

## **B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances**

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

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

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

## **B.4.2 Pavement Density Determination**

#### **B.4.2.1 Mainline Traffic Lanes and Appurtenances**

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

## **B.4.2.2 Mainline Shoulders**

#### B.4.2.2.1 Width Greater Than 5 Feet

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

## B.4.2.2.2 Width of 5 Feet or Less

- (1) If all sublot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a sublot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming

2040-14-70 33 of 85

material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

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

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

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

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

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

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

## **B.5 Department Testing**

## **B.5.1 Verification Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one sublot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected sublot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft³ of the QC sublot average, use the QC tests for acceptance.
- (5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC sublot averages differ by more than 1.0 lb/ft<sup>3</sup> after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

# **B.5.2 Independent Assurance Testing**

(1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures,

2040-14-70 34 of 85

and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

## **B.6 Dispute Resolution**

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

## **B.7 Acceptance**

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

# E.1 QMP Testing

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

## **E.2 Disincentive for HMA Pavement Density**

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

## **E.3 Incentive for HMA Pavement Density**

(1) The department will administer density incentives as specified in standard spec 460.5.2.3. stp-460-020 (20181119)

# 25. Riprap.

Replace standard spec 606.2.1 (3) with the following:

The contractor may not substitue waste concrete slabs for stone. Furnish clean quarry stone, free of all rebar and recycled concrete, and conforming to the size requirements specified for stone.

# 26. Cover Plates Temporary, Item 611.8120.S.

## **A** Description

This special provision describes providing and removing steel plates to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

# **B** Materials

Provide a 0.25 inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

#### C (Vacant)

2040-14-70 35 of 85

#### **D** Measurement

The department will measure Cover Plates Temporary as each individual unit, acceptably completed.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 611.8120.S Cover Plates Temporary EACH

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

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

# 27. Topsoil and Salvaged Topsoil.

Replace standard spec 625.2 (1) with the following:

(1) Topsoil consists of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life, and ensure the topsoil consists of the following:

Topsoil Requirements	Minimum Range	Maximum Range
pH	6.0	8.0
Organic Matter*	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand	10%	70%

<sup>\*</sup>Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C).

Add the following to standard spec 625.2:

- (3) Furnish material that is free from large roots, sticks, weeds, brush, stones, litter, and waste products.
- (4) Do not furnish surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation.

Replace standard spec 625.3.3 (3) with the following:

(3) Ensure that for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

SER-625-001 (20221007)

## 28. Fertilizer Type B

Replace standard spec 629.2.1.3 with the following:

(1) Fertilizer Type B Special will conform to the following requirements:

Nitrogen, not less than 24% with 6% percent of the nitrogen being slow release.

Phosphorus, not less than 15%

Potash, not less than 9%

Replace standard spec 629.3.1.3 with the following:

2040-14-70 36 of 85

<sup>(2)</sup> The total nitrogen, phosphorus, and potash shall equal at least 48 percent.

(1) Apply fertilizer containing at least 48 percent total nitrogen, phosphorus, and potash at 5 pounds per 1,000 square feet unless otherwise directed by the engineer. For Fertilizer Type B Special that contains a different percentage of components, determine the new application rate by multiplying the specified rate by a dimensionless conversion factor determined as follows:

## **Conversion Factor = 48 / New Percentage of Components**

Replace standard spec 629.4(1):

(2) The department will measure Fertilizer Type B, Special by the hundred pounds (CWT), acceptably completed, measured based on the application rate of 5 pounds per 1,000 square feet. The department will not measure fertilizer used for the bid items under 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of cwt. of material incorporated by the ratio of the actual percentage of fertilizer components used to 48 percent for Fertilizer Type B Special.

SER-629-001 (20230109)

# 29. Seeding Mixture No. 30

Replace standard spec 630.2.1.5.1.1 Table 630-1 Highway Seed Mixtures with the following:

Conform to the following the species, proportions, purity, and germination:

Species	Purity Minimum %	Germination Minimum %	Mixture Proportion %
Perennial Ryegrass	97	90	10
Hard Fescue	97	85	15
Red Fescue	97	85	25
Salt Grass	98	85	20
Tall Fescue	98	85	30

Replace standard spec 630.3.5 (1) with the following:

(1) Use the following sowing rates for the seeds in pounds per 1000 square feet:

Seed Mixture 30 Special at 5.0 pounds

SER-630-001 (20230109)

# 30. Seeding.

Replace standard spec 630.3.5 (1) with the following:

- (1) Use the following sowing rate for seeds in pounds per 1000 square feet:
  - No. 10 at 3 pounds
  - No. 20 at 5 pounds
  - No. 30 at 5 pounds
  - No. 40 at 5 pounds
  - No. 60 at an equivalent seeding rate of 1.5 pounds[1]
  - No. 70 or 70A at 0.4 pounds
  - No. 75 at an equivalent seeding rate of 0.7 pounds[1]
  - No. 80 at an equivalent seeding rate of 0.8 pounds[1]
  - Temporary seeding at 3 pounds
  - Nurse crop seeding at 2 pounds

2040-14-70 37 of 85

Determine the actual seeding rate by multiplying the equivalent seeding rate by the sum of the unadjusted and adjusted percentages of the various species in the seed mixtures as sown.

SER-630-002 (20221013)

# 31. Signs Type I and II.

Furnish and install mounting brackets per approved product list for type II signs on overhead sign supports incidental to sign. For type II signs on sign bridges use aluminum vertical support beams noted above incidental to sign.

Supplement standard spec 637.2.4 with the following:

Use stainless steel bolts, washers and nuts for type I and type II signs mounted on sign bridges or type I signs mounted on overhead sign supports. Use clips on every joint for Sign Plate A 4-6 when mounted on a sign bridge or overhead sign support. Inspect installation of clips and assure bolts and nuts are tightened to manufacturers recommended torque values.

Use aluminum vertical sign support beams that have a 5-inch wide flange and weigh 3.7 pounds per foot, if the L-brackets are 4 inches wide then use 4 inch wide flange beams weighing 3.06 pounds per foot. Contractor shall measure the width of the L-brackets on existing structures of determine the width needed for sign support beams.

Use beams a minimum of six feet in length or equal to the height of the sign to be supported, whichever is greater. Use U-bolts that are made of stainless steel, one-half inch diameter and of the proper size to fit the truss cords of each sign bridge. Install vertical sign support beams on each sign and use new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss.

For type II signs on overhead sign supports follow the approved product list for mounting brackets.

Replace standard spec 637.3.3.2(2) with the following:

(2) Install Type I Signs at the offset stated in the plan, which shall be the clear distance between the edge of mainline pavement right edgeline and the near edge of the sign.

Supplement standard spec 637.3.3.3(3) with the following:

Furnish and install new aluminum vertical sign support beams on each sign and new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss for Type I or Type II Signs and Type I signs on overhead sign supports incidental to sign.

Add the following to standard spec 641.2:

Submit shop drawings for sign bridges and overhead sign supports to SE Region Traffic Operations Engineer, Tom Heydel and Bureau of Structures Design.

SER-637-001 (20170621)

## 32. Construction Staking.

Add the following to standard spec 650.3.5

Stake the proposed curb and gutter prior to hydrant relocation so that the relocation and or installation of new hydrants can be located based on the curb and gutter staking.

# 33. Bases.

Add the following as paragraph seven to standard spec 654.2:

(7) For casing to remain in place, furnish corrugated metal pipe from the department's approved product list.

2040-14-70 38 of 85

Replace standard spec 654.5(2) with the following:

(2) Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor templates, rods, nuts, and washers; for bar steel reinforcement; for drilling; and for excavating and backfilling.

Add the following as paragraph three to standard spec 654.5:

(3) If required by the engineer, the department will pay for the material costs of casing left in place, according to standard spec 109.4.5.4.

SER-654-001 (20210910)

# 34. Traffic Signals, General.

All work shall be according to the plans and the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2023 Edition, and these special provisions.

Failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the contractors' expense. Any additional disruption of department-owned facilities shall be repaired or relocated as needed at the contractors' expense.

Notify the department's Electrical Field Unit at (414) 266-1170 at least three weeks prior to the beginning of the traffic signal work.

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

# 35. General Requirement for Electrical Work.

## General

Add the following to standard spec 651, 652, 653, 654, 655, 656, 657 and 659.

All the work necessary to comply with revisions to standard specifications mentioned herewith shall be incidental to associated pay items or to the project including coordination, materials, and labor. No additional payment shall be made to the contractor.

Replace standard spec 651.3.3 (3) with the following:

Request a signal inspection of the signal installation to the engineer after completing the Prerequisites for Underground Inspection or Prerequisites for Above Ground Inspection at least five working days prior to the time of the requested inspection. Notify the department's Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The department's Region Electrical personnel will perform the inspection. In the event of deficiencies, request a re-inspection when the work is corrected. The engineer will not authorize continuation to aboveground work or turn-on until the contractor corrects all deficiencies.

## City of Franklin

For material to be returned to City of Franklin, notify the city seven working days in advance during normal business hours Monday through Thursday. Contact Tyler Beinlich, P.E., Assistant City Engineer at (414) 425-7510.

City of Franklin Engineering Department is located at 9229 W. Loomis Rd Franklin, WI 53132.

Add the following to standard spec 651.3.1:

Any circuit that the contractor does not personally tag out at the disconnect shall be considered live and will be subject to being activated by another person with no notice to the contractor. Make tag-outs with manufactured tags and endorse them with the date and the name of the contractor. Clear tag-outs at the end of the workday. The department does not employ a load dispatcher and has no intent to do so. Each electrical worker is responsible for their own protection from automatic switching and from switching by others.

2040-14-70 39 of 85

The plans show required disconnections of existing lighting circuits, most in the form of abandoning existing underground conductors in place. The contractor may need to mobilize several times per each existing lighting distribution center. The contractor is expected to build these costs into the various paid items for removals and installations.

## Add the following to standard spec 651.5:

Work to disconnect and connect conductors will be incidental to the paid measurement of footage.

There will be no measurement for payment for abandoning conductors or removing conductors for scrap.

Work to disconnect and connect electrical system, splice through, or to connect conductors are incidental to the installation or removal of the freeway lighting pay items included in this contract. The department will not measure conductors or conduits that have been abandoned in place or removed for scrap. The department will allow, at the contractor's discretion, for the salvaging of conductors to be abandoned, if possible.

## Add the following to standard spec 652.3.1.4:

Support conductors at the top of the vertical raceway or as close as practical if the vertical rise exceeds 40-feet. Provide additional supports as shown; in no case shall the distance between supports exceed that shown in Table 300.19(A) of the Wisconsin State Electric Code.

# Add the following to standard spec 653.3(1):

This provision modifies the standard detail drawing for pull boxes and thereby both the standard items and SPV pay item for pull boxes. Lighting pull box covers shall read "LIGHTING".

#### Add the following to standard spec 655.3.1:

Wet location splices are not anticipated on this project and not shown in the plans. In the event that the engineer allows wet location splices, make pull box splices with engineer approved epoxy kit for the freeway lighting and should be incidental to the installation of pull box.

At each pull point or access point, indicate the line side bundle with a lap of blue tape. Mark conductors in poles and in pull boxes or other terminations with a 6-Inch-long blue tape wrap to identify the set of conductors emanating from distribution center (feeder).

## Add the following to standard spec 655.3.7(4):

Where two or more wire networks pass through a pull point, tag each circuit network (i.e., A/B/N and C/D/N) with approved all-weather tags.

## Add the following to standard spec 657.2:

Non-breakaway poles (mounted on structures, concrete bases or behind noise wall barriers without transformer base), as well as at stems of sign bridges containing electrical wires are to be double nutted and install galvanized rat screen enclosing the bottom of pole area, extra nuts and screen incidental.

## Add the following to standard spec 657.3.1 and 657.3.5:

Corrosion protection measures described in standard spec 657.3.1 and 657.3.5 are invoked for breakaway transformer bases and aluminum light poles. Avoid contact of dissimilar metals in erecting the pole on its foundation and/or breakaway device. Resolve any concern of trapped moisture or potential corrosion cell to the satisfaction of the engineer.

**Manufacturer's Warranty for LED luminaires:** The manufacturer shall warrant to the department that each complete luminaire (consisting of the housing, optical assembly, LED drivers, surge protection and wiring) will be free from defects in material and workmanship for 10 years from the date that the luminaire are put into service. Install luminaires within one year of manufacture.

If any luminaires fail to meet the above warranty, the department shall provide the manufacturer with a written notice of any defect within 30 days after discovery of the defect. The manufacturer shall provide all materials, luminaires, replacement component parts, labor, and all incidentals necessary to restore the luminaire to a fully operational, installed condition.

**Submittal Requirements for LED luminaires:** Considering the rapid advancement in LED technology, the overall project construction and duration of construction, within 10 calendar days after contract

2040-14-70 40 of 85

execution, the contractor is responsible to coordinate the lead time for LED luminaires purchase and installation schedule with the engineer and the City of Franklin Assistant City Engineer, Tyler Beinlich, at <a href="mailto:TBeinlich@franklinwi.gov">TBeinlich@franklinwi.gov</a> or at (414) 425-7510 for the city lighting system prior to order LED luminaires. The LED luminaires purchasing may be done during later stage of construction as directed by the department which shall not delay the construction.

Add the following to standard spec 659.3.1:

Contractor shall be responsible to maintain adequate lighting during all the construction stages not shown on the temporary lighting plans, but which are necessitated by field conditions or by any construction phasing changes. Contractor shall coordinate with WE Energies and City of Franklin for the existing poles with luminaires to remain in place until new lighting is installed and operational. Installation of temporary lighting not shown on lighting plans shall be incidental in this contract. Contractor shall be responsible to submit a redline markup plans for any additional temporary lighting to the engineer for approval prior to installation.

#### 36. Electrical Conduit.

Replace standard spec 652.5(2) with the following:

(2) Payment for Conduit Rigid Metallic, Conduit Rigid Nonmetallic, Conduit Reinforced Thermosetting Resin, and Conduit Special bid items is full compensation for providing the conduit, conduit bodies, and fittings; for providing all conduit hangers, clips, attachments, and fittings used to support conduit on structures; for pull wires or ropes; for expansion fittings and caps; for making necessary connections into existing pull box, manhole, junction box or communication vault; for excavating, bedding, and backfilling, including any sand, concrete, or other required materials; for disposing of surplus materials; and for making inspections.

#### 37. Electrical Service Meter Breaker Pedestal.

Add the following to standard spec 656.2.3:

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

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

Add the following to standard spec 656.3.4:

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

Add the following to standard spec 656.5(3):

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

## 38. Traffic Signal Faces.

Add the following to standard spec 658.3:

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

## 39. Pedestrian Signal Faces 16-Inch.

Replace standard spec 658.2(4) with the following:

2040-14-70 41 of 85

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

## 40. Pedestrian Push Buttons.

Replace standard spec 658.2(5) with the following:

For pedestrian push buttons: furnish freeze-proof ADA compliant pedestrian push buttons made by a department-approved manufacturer. The contractor shall place a Size 1, Type H reflective (R10-3EL, R, D) sign sticker (per state sign plate), message series – B, directly above each push button. Include a directional arrow or arrows on the sign as the plans show.

## 41. Signal Mounting Hardware.

Add the following to standard spec 658.2(7):

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

# 42. Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.

## **A Description**

This special provision describes the packaging of lamps, ballasts, LEDs, and mercury containing switches (e.g., overhead roadway lighting, underdeck bridge, wall packs, pedestrian signals, traffic control stop lights and warning flashers, fluorescent bulbs, and thermostats) removed under this contract for disposal as hazardous materials.

For Lamp, Ballast, LED, Switch Disposal by Contractor, coordinate removal by the department's hazardous waste disposal vendor.

#### **B** Materials

Items removed under this contract will be considered the property of the department for waste generator identification. The contractor is responsible for coordinating with the department's hazardous waste vendor for disposal:

https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/hazwaste-contacts.pdf

## **C** Construction

Provide a secure, level location removed from the travelled way for storage of the material for disposal.

Pack intact fixtures in the packaging of the new lamps used to replace them, or packaging affording the equivalent protection. Place in full, closed stackable cartons.

Pile cartons no more than four high if palletized and secure cartons with shrink wrap to prevent shifting or falling of the loads. Clearly mark each pallet with the words "Universal Waste Lamps" or "Universal Waste Ballasts", the date, and the number of fixtures on each pallet.

Pack broken fixtures into (min.) 6 mil thick plastic bags and place inside sturdy cardboard boxes or the equivalent. Mark the outer packaging with the term "Broken Fixtures/Lamps", the date and the number of broken fixtures clearly marked on the box.

The hazardous waste vendor will not accept fixtures improperly packaged. The vendor will reject any fixtures not removed as part of a contract pay item or otherwise required under this contract.

Pack ballasts and mercury containing switches in appropriate containers.

Complete the lamp and ballast inventory (<a href="https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/dotlampballastinventory.dotx">https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/dotlampballastinventory.dotx</a>) and contact the hazardous waste vendor to coordinate pickup and disposal at a location specified by the contractor. Consolidate all pallets and

2040-14-70 42 of 85

boxes from one project at a single location. Contact the hazardous waste vendor to set up an appointment for pickup. The hazardous waste vendor requires a minimum of one week advance notice to schedule pickup.

#### **D** Measurement

The department will measure Lamp, Ballast, LED, Switch Disposal by Contractor as each individual unit received by the hazardous waste vendor, properly packaged and acceptably completed, matching the total number of units provided on the inventory form. The department will not measure broken fixtures that exceed a total of ten percent of all fixtures to be disposed.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor EACH

Payment for Lamp, Ballast, LED, Switch Disposal by Contractor is full compensation for handling, packaging, labeling and scheduling disposal with the hazardous waste vendor.

The department will pay separately for the work under which the lamps, ballasts LED or Switches are removed from service.

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# 43. Temporary Traffic Signal for Intersections USH 45 & Speedway Dr, Item.

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. 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 to the engineer and law enforcement agencies as required. Also provide a manual control accessible by the police. 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(3) with the following:

(3) Use existing underground electric service and meter breaker pedestal for the operation of the Temporary Traffic Signal. The contractor will be responsible for arranging any additional service connection to the temporary signal. The department will pay for all Energy Costs for the operation of the Temporary Traffic Signal.

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

Contact the local electrical utility at least four days prior to making the switch from the Temporary Traffic Signal to the new Permanent Traffic Signal.

## Append standard spec 661.2.1 with the following:

(6) 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 661.3.1(2) with the following:

(2) Request a signal inspection of the completed temporary traffic signal installation to the engineer at least five working days prior to the time of the requested inspection. Notify the SE Region Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The SE Region electrical personnel will perform the inspection.

2040-14-70 43 of 85

## Append standard spec 661.3.1.4 with the following:

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

## Replace standard spec 661.3.2.6(2) with the following:

(2) Upon acceptance of new signal and completion of work, the department will switch control of the intersection over to the permanent cabinet installation. Remove signal cable and wires, wood poles, wood posts, control cabinet, control equipment, and incidental materials. Upon deactivation of the controller, call the electrical utility immediately for the temporary electrical service disconnect. The department shall remove the 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 SE Region Electrical Field Unit

## Replace standard spec 661.5(2) with the following:

- (2) Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, maintaining, and repairing the complete temporary installation; and for removal. Payment also includes the following:
  - 1. Furnishing and installing replacement equipment.
  - 2. The cost of delivery and pick-up of the cabinet assemblies.

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

## 44. Remove Sanitary Sewer Manhole, Item SPV.0060.01.

#### **A** Description

This special provision describes the excavation, removal and abandonment of a sanitary sewer manhole, and restoration of site conditions.

## B (Vacant)

## **C** Construction

Conform to manhole removal from the construction details within plan set.

Bulkhead existing sewers, complying with the construction details within the plan set. Excavate, remove, and dispose of the cone section of the sanitary sewer manhole. Salvage and return existing frame, lid, and chimney rings, if not damaged to the City of Franklin-Utility Department. Puncture bottom and fill remainder of the manhole with pea gravel or an approved equal. Compaction and backfill as directed on the plans.

Remove materials resulting from sanitary sewer removals not designated for salvage or incorporation in the work, from the right-of-way. Ensure that disposal sites are neatly constructed.

2040-14-70 44 of 85

If placing broken concrete, stone, brick, or any other waste material outside the right-of-way, conform to regulations governing solid waste disposal. Obtain written permits for this disposal from the owner of the property where placing the material, unless disposing of the material at a licensed waste disposal operation. Furnish permits, or copies of permits, if appropriate, to the Mike Roberts, City of Franklin Utility Department, (414) 421-2613 before disposal begins. Do not deposit waste in wetlands.

## **D** Measurement

The department will measure Remove Sanitary Sewer Manhole by Each bid item as each individual unit, acceptably completed.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.01 Remove Sanitary Sewer Manhole EAC H

Payment is full compensation for furnishing all equipment; excavation, excavation support, and equipment required for removal; dewatering; loading, hauling, and disposal of sewer manhole materials and excavated materials; backfill and compaction; bulkheading; removal and disposal of abandoned utility structures.

# 45. Relocate Hydrant Assembly, Item SPV.0060.02; Relocate & Replace Hydrant Valve & Box, Item SPV.0060.03; Relocate & Replace 8" Main Valve Box, Item SPV.0060.04.

## **A** Description

This work includes the relocation of hydrant assemblies, relocating hydrant valves with new valves and valve boxes, and the relocation of water main valves with the installation of a new valve accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW) and the City of Franklin Construction Specifications, Chapter 5.

#### **B** Materials

# **B.1 General**

All materials used shall be manufactured in the United States.

#### **B.2 Pipe**

## **B.2.1 Ductile Iron (DI)**

All water mains larger than 16" shall be Ductile Iron (DI). Ductile iron pipe shall meet the requirements of AWWA Standard C-151 (ANSI 21.51), Class 52, cement mortar lined with internal and external bituminous coating and furnished with push-on joints with rubber gaskets.

# **B.2.2 Polyvinyl Chloride (PVC)**

PVC pipe shall conform to the requirements of AWWA C-900 pressure Class 150 for pipe through 12" diameter ratio and C-905 or (3) pressure Class 235 for 16" diameter ratio. Conform to Chapter 8.20.0, Standard Specifications for Sewer and Water Construction in Wisconsin.

#### B.3 Polyethylene Encasement For Ductile Iron Pipe and Fittings

Conform to AWWA C105

Type: I

Class: "C" (black)

Grade: "E-1"

Thickness: 8 mils

#### **B.4 Fire Hydrants**

All hydrants shall be one of the following: Mueller Centurion Super A423, Kennedy KEI or Waterous Pacer. All hydrants are to be break flange type. Hydrants shall have one 4-1/2", and two 2-1/2" nozzles. All hydrants shall be furnished with hydrant underground trim shall be stainless steel an O-ring, stuffing boxes, shall have bronze to bronze fittings and shall open counterclockwise and be painted bright red.

2040-14-70 45 of 85

Hydrants shall be stoned per Figure No.22 in the construction details. Hydrants shall have a minimum of one cubic yard of 1" washed stone placed below the hydrant up to a point 6" above the hydrant drain hole. A polyethylene (wrap) barrier shall be placed above stone, around the hydrant before backfilling to prevent soil infiltration. Hydrant shall be protected from placement of backfill material. The 4-1/2" nozzle shall be horizontal and oriented toward the pavement. Hydrants normally shall be placed 4-1/2 feet behind of the back of curb unless specified on the plans. This installation is to be consistent with City of Franklin Standard Hydrant Setting, Figure No. 22.

All metal pipe and fitting shall be double polyethylene wrapped, meeting the requirements of Chapter 8.21.0 of the standard specifications. Installation of the wrap shall conform to the City of Franklin Construction Specifications, Section 4.4.4.

All hydrant nozzle elevations shall be located 18" - 24" above finished grade or top of curb. Break-away flange shall be just above finished grade. If extensions are added, breakaway coupling shall be set at break flange.

All hydrant tees shall be Clow F012117 mechanical joint anchor tee with valve or approved equivalent. Hydrant leads shall be CL200 PVC, and all joints shall be restrained with mega lugs per manufacturer's recommendations.

Hydrant shall be designed to accept barrel extensions. Provide hydrants for the depth of bury shown. Hydrants requiring more than 7-1/2 feet of bury shall be furnished as standard 7-1/2 foot hydrants with extensions as required. Hydrant extensions shall be compatible with hydrant barrel and stem sections and shall be installed at the top of the barrel section. Secure extension flanges using stainless steel nuts and bolts.

Hydrant markers ('Radon' or equal), spring loaded, red, white, 5 feet high with reflectorized log shall be installed facing traffic on each hydrant.

Hydrant lead shall be 6-inch mechanical joint conforming with AWWA C111 and:

- 1. Tee-head bolts and hexagonal nuts shall be corrosion resistant, low strength, high alloy steel with ceramic filled, baked on fluorocarbon resin in compliance with AWWA C111; Cor-Blue or equal.
  - a. Gaskets
    - 1) Plain rubber gasket.
    - 2) Use Viton in petroleum contaminated soils.

The hydrant top section and barrel extension shall be painted the color red; bonnet and nozzles shall be painted federal red.

Hydrant to have 16-inch break-off section.

Hydrants shall have anchor tees for the hydrant connection to main.

Hydrant Wrench

- 1. Galvanized wrench and spanner with unbreakable drop forged steel head.
- 2. Adjustable to fit pentagon nuts and caps up to 1¾-inch, squares up to 1¼-inch.
- 3. Fits pin or rocker lug hose couplings with double spanner.
- 4. Provide two wrenches per contract or one per ten hydrants whichever is greater.

Flushing hydrants shall not be used.

#### **B.5 Valves**

#### B.5.1 General

Valve end connections shall be mechanical joints with rubber gaskets. Stainless steel bonnet, operator nuts and bolts. Cast iron body for buried service.

Mechanical joints to conform with AWWA C111 and as follows:

- 1. Tee-head bolts and hexagonal nuts shall be corrosion resistant, low strength, high alloy steel with ceramic filled, baked on fluorocarbon resin in conforming to AWWA C111; Cor-Blue or equal.
- 2. Gaskets: Plain rubber. Use Viton in petroleum contaminated soils.

Operating stem shall turn counterclockwise to open. Shaft or stem shall be sealed using O-ring seals. 2-inch square operating nut.

2040-14-70 46 of 85

## **B.5.2 Butterfly Valves**

Conform to AWWA C504 mechanical joint end valves, Class 150B. Use where water main is 16 inches diameter and larger. Equip with traveling nut or worm gear operators.

Valve Body: Cast iron ASTM A126, Class B

Valve Shaft: Stainless steel 304

Valve Disc: Ductile iron ASTM A536 with 304 stainless steel disc edge.

M&H "Style 450" or "Style 4500" or Pratt "Groundhog" with stainless steel nuts and bolts.

#### **B.5.3 Gate Valves**

Shall be resilient-seated valves conforming to AWWA C509 with mechanical joint connectors. Use where water main is smaller than 16 inches diameter. Stem shall be bronze mounted, resilient wedge, and non-rising. Resilient seal gate valves shall be Waterous "Series 2500" (American Flow Control), Clow F-6100 and Mueller A-2360-20.

# **B.5.4 Valve Wrenches/Key**

T-handle valve wrench/key 1½ inch Schedule 40 steel pipe. Socket shall be dropped forged to fit 2 inch square nut with openings at the top. Length to enable operation with T-handle at least 3 feet above valve box covers. Provide two wrench keys per contract or one per 20 valves, whichever is greater.

#### **B.5.5 Valve Boxes**

Unless otherwise noted on the plans, all valve boxes shall be size DD, three piece screw type box with Number Six base, as manufactured by Tyler and shall be U.S. manufactured or equal. Plastic valve box assemblies will not be allowed. Top section shall be threaded to receive screw on type riser. Covers shall be 5¾ diameter and be marked "WATER" and shall be of the Stay Put type.

#### **B.5.6 Valve Stem Extensions**

All valves installed at greater than 8 feet in depth shall be provided with valve stem extensions to bring the operating nut up to normal depth (equivalent to a valve at 8 feet of depth). The extension shall be secured to the operating nut with at least 2 set screws drilled into the nut. Provide a centering ring at the top of the extension.

Valve box depths shown are approximate only unless the cover elevation is indicated. Valve boxes shall be set 2-1/4" below finished pavement grade (binder grade) until final lift of asphalt is completed. Top section shall be set to midpoint relative to the top of lower section. No ramping will be allowed. Top section will be raised to a ¼" of finish grade at time of final paving. No paving rings or screw in repair tops are allowed. All valve boxes shall be installed on the valve with the use of a valve adaptor as manufactured by Adaptor, Inc. or approved equal.

All new water valves or water valve adjusted in reconstruction shall have an extension rod installed to keep the depth of the valve nut no deeper than 8' with a minimum of no less than 6'.

## **B.6 Tracer Wire**

#10 AWG solid, 21% conductivity annealed copper-clad high carbon steel high strength wire. 250 lbs. average tensile break load. 30 mil., high molecular weight, high density polyethylene jacket, 30 volt rating. Jacket color for water tracer wire to be blue. All applications will use Copperhead 10 gauge tracer wire with Copperhead electrical connectors and or equivalent connectors. Equivalent must be approved by the City of Franklin Utility Department.

Provide access box device according to the following:

- 1. The covered access device (tracer wire access box) shall have:
  - a. Two pieces to allow for telescoping action adjustment and for frost control.
  - b. 2½ inch minimum diameter extension from the top piece of the access box to the top of the water main.
  - c. Lid to be heavy cast iron. The top of the lid to be permanently engraved with "WATER" by the manufacturer. The lid is to be furnished with a means of locking the lid such as a standard lockable pentagonal bolt head. Lid to be furnished with connection holes where the tracer wire is to be connected with stainless steel terminal bolts.

2040-14-70 47 of 85

- 2. Acceptable access devices are:
  - a. Valvco Sewer Tracer Wire Access Box manufactured by C.P. Test Services-Valvco, Inc: http://www.fischer-harris.com/ValvcoTracerWireAccessBox.htm.
  - b. Cathodic Test Box P200 series manufactured by Bingham & Taylor,: <a href="http://www.binghamandtaylor.com/cathodic.htm">http://www.binghamandtaylor.com/cathodic.htm</a>.
- 3. In addition to the above access devices furnish materials required as shown on the drawing detail for Tracer Wire Access.

Mechanical tracer wire splices shall be 3M™ Direct Bury Splice Kit DBR/Y-6, or approved equal.

# **B.7 Couplings, Fittings, and Adapters**

Fittings shall be ductile iron, cement mortar lined with internal and external bituminous coating meeting AWWA C110, mechanical joints with rubber gaskets. Ductile iron mechanical joint fittings meeting AWWA C153 for "compact fittings" may be used in place of the fittings specified above.

Tapping Tees/Service Saddles:

Stainless steel double strap designed for ductile iron pipe.

Full circumference wide band stainless steel double bolt designed for PVC pipe.

Required for HDPE service taps and taps over 1-inch for ductile iron pipe or when the pipe being tapped is less than 150 psi pressure class.

Nuts and bolts, including connections to mains, fittings, valves, and hydrants, shall be Cor-Blue T-Bolts as manufactured by NSS Industries or equal.

All bends shall have a minimum of 10 feet of pipe on either side of the fitting.

Fittings to connect to existing water main are incidental to other bid items.

Connection to Existing Fittings, Valve Boxes, or Hydrants; For connections to existing fittings, valve boxes, and hydrants, remove the existing nuts and bolts and replace with new stainless steel nuts and bolts or Cor-Blue T-Bolts (where required).

## **B.8 Insulation Board**

Material to conform to Section B. of Insulate Water Main (Granular Backfill), Item SPV.0090.02.

#### **C** Construction

Adjustments shown are approximate. The contractor shall be responsible for all surveying required to determine final location of relocated valves and hydrants. The contractor shall be responsible for additional surveying to determine final grade of hydrants and valves.

All Work resulting in the isolation of the existing 20" water main must be completed during the timeframe of 10:00 PM – 5:00 AM, Monday through Friday.

Excavate and expose existing hydrant assembly and valve. Salvage and store hydrant assembly for relocation unless noted on the plans. Remove existing hydrant lead and dispose of correctly. Connect new PVC hydrant lead to existing valve and measure to new hydrant assembly location. Reinstall salvaged hydrant assembly unless noted for a new hydrant on the plans. Reconnect or splice any length of pipe that may not have tracer wire. Fill and compaction shall follow the standard details from plans.

Tracer wire shall be installed from the mainline to the hydrant. In the event the mainline does not have tracer wire, a ground rod shall be installed adjacent to the mainline, and one end of the tracer wire shall be connected to the ground rod. Tracer wire shall be taped at the center and each end of each length of pipe. Tracer wire access risers shall be proved at all hydrants. Tracer wire shall extend up the access riser to the terminal bolts on the access box cover with 2 feet of extra wire stored in the access pipe. Tracer wires splices shall be completed with a waterproof splice connector.

#### OR

Excavate and expose existing hydrant valve and box. Request the City of Franklin isolate the water main, remove and salvage existing valve, and return to the City of Franklin Utility Department. Install new 20"x6" hydrant tee per manufacturer's recommendations. Connect the anchor valve per details on the plans. Connect to hydrant lead and complete hydrant assembly installation per SSSW and the City of Franklin Construction Specifications. Install valve stem that is plumb with the operating nut. Adjust valve stem to final grade. Wrap valve stem with polyethylene wrap and place cast iron water cap within top of valve box.

2040-14-70 48 of 85

Tracer wire shall be installed from the mainline to the hydrant. In the event the mainline does not have tracer wire, a ground rod shall be installed adjacent to the mainline, and one end of the tracer wire shall be connected to the ground rod. Tracer wire shall be taped at the center and each end of each length of pipe. Tracer wire access risers shall be proved at all hydrants. Tracer wire shall extend up the access riser to the terminal bolts on the access box cover with 2 feet of extra wire stored in the access pipe. Tracer wires splices shall be completed with a waterproof splice connector.

## OR

Excavate and expose existing water main valve. Have the City of Franklin isolate the water main to allow for the removal and salvage of the valve and return to the City of Franklin. Connect to the existing water main with the proper sized cast iron sleeve. Install the new water main pipe and valve per details in the plans and special provisions. Connect to the existing water main on the other side with the proper sized cast iron sleeve. Install tracer wire along length of new pipe. Wrap all cast iron components with polyethylene wrap and tape. Install valve stem that is plumb with the operating nut. Adjust the valve stem to final grade. Wrap valve stem with polyethylene warp and place cast iron water cap within top of valve box.

Tracer wire shall be installed from the mainline to the hydrant. In the event the mainline does not have tracer wire, a ground rod shall be installed adjacent to the mainline, and one end of the tracer wire shall be connected to the ground rod. Tracer wire shall be taped at the center and each end of each length of pipe. Tracer wire access risers shall be proved at all hydrants. Tracer wire shall extend up the access riser to the terminal bolts on the access box cover with 2 feet of extra wire stored in the access pipe. Tracer wires splices shall be completed with a waterproof splice connector.

If tracer wire is damaged or needs to be extended, the wire shall be spliced and/or repaired to reach final grade.

If the contractor damages a valve, valve box, or hydrant assembly, that is deemed unusable by the City of Franklin, they shall furnish and install a new valve or hydrant at no cost to the City of Franklin.

#### **D** Measurement

The department will measure Relocate Hydrant Assembly, Relocate & Replace Hydrant Valve & Box, and Relocate & Replace 8" Main Valve Box as each individual unit, acceptably completed.

## **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Relocate Hydrant Assembly	EACH
SPV.0060.03	Relocate & Replace Hydrant Valve & Box	EACH
SPV.0060.04	Relocate & Replace 8" Main Valve Box	EACH

Payment is full compensation for furnishing all equipment; excavation, excavation support, and equipment required for valve and hydrant assembly relocations and replacements; dewatering; loading, hauling, and disposal of water main materials and excavated materials; backfill and compaction.

# 46. Adjust Valve Box, Item SPV.0060.05; Adjust Hydrant Valve Box, Item SPV.0060.06; Adjust Hydrant Assembly, Item SPV.0060.07.

## **A** Description

This work includes the adjustment of valve boxes and hydrant assemblies to finish grade according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW) and the City of Franklin Construction Specifications, Chapter 5.

## **B** Materials

#### **B.1 General**

All materials used shall be manufactured in the United States.

2040-14-70 49 of 85

## **B.2 Polyethylene Encasement For Ductile Iron Pipe and Fittings**

Conform to AWWA C105.

Type: I.

Class: "C" (black). Grade: "E-1". Thickness: 8 mils.

## **B.3 Fire Hydrants**

All hydrants shall be one of the following: Mueller Centurion Super A423, Kennedy KEI or Waterous Pacer. All hydrants are to be break flange type. Hydrants shall have one 4-1/2", and two 2-1/2" nozzles. All hydrants shall be furnished with hydrant underground trim shall be stainless steel an O-ring, stuffing boxes, shall have bronze to bronze fittings and shall open counter-clockwise and be painted bright red. Hydrants shall have a 5-1/4" main valve opening and a 1-1/2" pentagon operating nut and on nozzle caps. All hydrants must be equipped with drain holes unless otherwise call-out before installation. Hydrants shall be stoned per Figure No.22 in the construction details. A polyethylene (wrap) barrier shall be placed above stone, around the hydrant before backfilling to prevent soil infiltration. Hydrant shall be protected from placement of backfill material. The 4-1/2" nozzle shall be horizontal and oriented toward the pavement. Hydrants normally shall be placed 4-1/2 feet behind of the back of curb. This installation is to be consistent with City of Franklin Standard Hydrant Setting, Figure No. 22.

All metal pipe and fitting shall be double polyethylene wrapped, meeting the requirements of Chapter 8.21.0 of the standard specifications. Installation of the wrap shall conform to City of Franklin Construction Specifications, Section 4.4.4.

All hydrant nozzle elevations shall be located 18" - 24" above finished grade or top of curb. Break-away flange shall be just above finished grade. If extensions are added, breakaway coupling shall be set at break flange.

Specify exact hydrant lengths where possible. Use extensions only when necessary. Hydrant extensions, ("spools") when called for on plans, shall be used to accommodate the future lowering of street grade.

Hydrant markers ('Radon' or equal), spring loaded, red, white, 5 feet high with reflectorized log shall be installed facing traffic on each hydrant.

## **B.4 Valves**

## **B.4.1 General**

Valve end connections shall be mechanical joints with rubber gaskets. Stainless steel bonnet, operator nuts and bolts. Cast iron body for buried service.

Mechanical joints to conform with AWWA C111 and as follows:

- 1. Tee-head bolts and hexagonal nuts shall be corrosion resistant, low strength, high alloy steel with ceramic filled, baked on fluorocarbon resin in conforming to AWWA C111; Cor-Blue or equal.
- 2. Gaskets: Plain rubber. Use Viton in petroleum contaminated soils.

Operating stem shall turn counterclockwise to open. Shaft or stem shall be sealed using O-ring seals. 2-inch square operating nut.

## **B.4.2 Valve Wrenches/Key**

T-handle valve wrench/key 1¼ inch Schedule 40 steel pipe. Socket shall be dropped forged to fit 2-inch square nut with openings at the top. Length to enable operation with T-handle at least 3 feet above valve box covers. Provide two wrench keys per contract or one per 20 valves, whichever is greater.

## **B.4.3 Valve Boxes**

Unless otherwise noted on the plans, all valve boxes shall be size DD, three piece screw type box with Number Six base, as manufactured by Tyler and shall be U.S. manufactured or equal. Plastic valve box assemblies will not be allowed. Top section shall be threaded to receive screw on type riser. Covers shall be 5 3/4-inches diameter and be marked "WATER" and shall be of the Stay Put type.

2040-14-70 50 of 85

#### **B.4.4 Valve Stem Extensions**

All valves installed at greater than 8 feet in depth shall be provided with valve stem extensions to bring the operating nut up to normal depth (equivalent to a valve at 8 feet of depth). The extension shall be secured to the operating nut with at least 2 set screws drilled into the nut. Provide a centering ring at the top of the extension.

Valve box depths shown are approximate only, unless the cover elevation is indicated. Valve box covers shall be placed to match the existing grade (1/4-inch below pavement surface) unless the finished elevation is shown. All valve boxes shall be installed on the valve with the use of a valve adaptor as manufactured by Adaptor, Inc. or approved equal.

Valve boxes shall be set 2 1/4-inches below finished pavement grade (binder grade) until final lift of asphalt is completed. Top section shall be set to midpoint relative to the top of lower section. No ramping will be allowed. Top section will be raised to a 1/4-inch below finish grade at time of final paving. No paving rings or screw in repair tops are allowed.

Valve boxes shall be set truly vertical and so supported until sufficient backfill has been placed to ensure the vertical alignment of the box. All boxes shall be supported by valve box adapters.

## **B.5 Tracer Wire**

#10 AWG solid, 21% conductivity annealed copper-clad high carbon steel high strength wire. 250 lbs. average tensile break load. 30 mil., high molecular weight, high density polyethylene jacket, 30 volt rating. Jacket color for water tracer wire to be blue. All applications will use Copperhead 10 gauge tracer wire with Copperhead electrical connectors and or equivalent connectors. Equivalent must be approved by the City of Franklin Utility Department.

Provide access box device according to the following:

- 1. The covered access device (tracer wire access box) shall have:
  - a. Two pieces to allow for telescoping action adjustment and for frost control.
  - b. 2½ inch minimum diameter extension from the top piece of the access box to the top of the water main.
  - c. Lid to be heavy cast iron. The top of the lid to be permanently engraved with "WATER" by the manufacturer. The lid is to be furnished with a means of locking the lid such as a standard lockable pentagonal bolt head. Lid to be furnished with connection holes where the tracer wire is to be connected with stainless steel terminal bolts.
- 2. Acceptable access devices are:
  - a. Valvco Sewer Tracer Wire Access Box manufactured by C.P. Test Services-Valvco, Inc: <a href="http://www.fischer-harris.com/ValvcoTracerWireAccessBox.htm">http://www.fischer-harris.com/ValvcoTracerWireAccessBox.htm</a>.
  - b. Cathodic Test Box P200 series manufactured by Bingham & Taylor,: http://www.binghamandtaylor.com/cathodic.htm.
- 3. In addition to the above access devices furnish materials required as shown on the drawing detail for Tracer Wire Access.

Mechanical tracer wire splices shall be 3M™ Direct Bury Splice Kit DBR/Y-6, or approved equal.

## **B.6 Insulation Board**

Material to conform to Section B. of Insulate Water Main (Granular Backfill), Item SPV.0090.01.

#### **C** Construction

Adjustments shown on the drawings are approximate. The contractor shall be responsible for all surveying required to adjust valves and hydrant assemblies accurately, so the completed adjustments is at the correct elevation required. All additional survey work for Adjust Valve Box, Adjust Hydrant Valve Box, and Adjust Hydrant Assembly is incidental to this bid item. Valve adjustments include the excavation of valve box to determine if existing can be adjusted to final grade. If existing valve box assembly cannot meet final grade, contractor shall cut top box to shorten or add additional boxes to reach final grade. Adjusted valve box must be plumb over the operating nut of the valve and placed such that the box will not transmit shock or stress to the valve. If depth to top of operating nut from final grade is greater than 8 feet, a 2' valve stem extension is required. The addition of valve boxes is incidental to this bid item. Add polyethylene wrap to cover all the valve box after adjustment. Fill and compaction shall follow the standard details from plans.

2040-14-70 51 of 85

If tracer wire is damaged or needs to be extended, the wire shall be spliced and/or repaired to reach final grade.

Hydrant assembly adjustments include the determination of final grade per plans to conclude if a hydrant extension is needed. Excavate to examine hydrant assembly. Add extension if needed and follow manufacturer's instructions. Hydrants will only be raised if the final grade is greater than 6-inches from existing grade. Fill and compaction shall follow the standard details from plans. If hydrants need to be lowered, assembly must be sawcut to final grade.

If the contractor damages a valve, valve box, or hydrant assembly, that is deemed unusable by the City of Franklin-Utility Department, they shall furnish and install a new valve or hydrant at no cost to the City of Franklin.

#### **D** Measurement

The department will measure Adjust Valve Box, Adjust Hydrant Valve Box, and Adjust Hydrant Assembly as each individual unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Adjust Valve Box	EACH
SPV.0060.06	Adjust Hydrant Valve Box	EACH
SPV.0060.07	Adjust Hydrant Assembly	EACH

Payment is full compensation for furnishing all equipment; excavation, excavation support, surveying, and materials required for valve and hydrant assembly adjustments; dewatering; loading, hauling, and disposal of water main materials and excavated materials; backfill and compaction.

# 47. Manhole Adjustment, Item SPV.0060.08.

#### **A** Description

This work includes adjusting existing sanitary sewer manholes to the finish grade, furnishing and installing manhole risers, removing manhole grade rings and/or risers, reinstalling the casting frame and lid where specified with grade rings, adjusting rings, conical sections, and installing internal/external sanitary manhole chimney seals, according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), in addition to the City of Franklin construction specifications, Chapter 4.

#### **B** Materials

## **B.1 General**

Furnish precast manhole riser sections as described in section 3.5.3 of the SSSW to the height required to create a finished manhole according to plan elevations. Contractor shall verify manhole dimensions and vertical height adjustment prior to ordering materials.

All materials used shall be manufactured in the United States.

#### **B.2 Riser Sections**

Concrete riser sections shall conform to Section 8.39 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW).

#### **B.3 Grade Rings**

Precast concrete grade rings shall conform to Section 8.39.11 of the Standard Specifications for Sewer and Water Construction in Wisconsin. Grade rings shall be 2 inches or 4 inches in thickness.

Manhole grade rings may be either concrete rings as described above or plastic rings, or Cretex® Pro-rings as approved by the City of Franklin.

When Cretex® Pro-rings are installed, any adhesive or sealant used for watertight installation of the manhole grade adjustment rings shall be M-1 Structural Adhesive/Sealant or equal, meeting the following specifications: ASTM C-920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A, and O.

2040-14-70 52 of 85

Mortar for grade rings shall be a mixture of 50 percent Penngrout non-shrink cementitious grout by IPA Systems, Inc. or equal, and 50 percent type M mortar.

## **B.4 Manhole Seals**

Internal/External sanitary manhole chimney seals shall conform to Section 3.5.4.1(c) of the Standard Specifications for Sewer and Water Construction in Wisconsin. Internal/External sanitary manhole chimney seals shall seal the chimney and casting frame.

Internal/External seals shall be Internal/External Adaptor Seals (IEA Seal) or an approved equal.

Manhole joint sealant for riser and conical section joints shall be a preformed vulcanized butyl rubber strip and be of the size necessary to fill the annular space of the joint. Joint sealant shall be a dense, stable compressive material with a tacky outer surface. Joint sealant shall be Kent Seal No. 2, as manufactured by Hamilton Kent, Inc. Butyl-Lok as manufactured by A-Lok Products, EZ-STIK as manufactured by Press-Seal Gasket or equal.

External manhole collar joint seal shall conform to ASTM Specifications, C877 latest revision, Type II. External manhole collar joint seal shall consist of a collar 9 to 18 inches wide with an outer layer of polyethylene and an under layer of rubberized mastic that is reinforced with a woven polypropylene fabric. Two steel straps shall be located within the joint seal 3/4-inches from each edge.

## **B.5 Manhole Steps**

Manhole steps shall conform to the requirements of Section 8.40.1 A or B of the Standard Specifications for Sewer and Water Construction in Wisconsin. Manhole steps shall be suitable for press fit field installation in drilled holes for existing precast concrete manholes. First step shall be set 8 inches below the top of the cone section.

## **B.6 Cast Iron 2-inch Adjusting Ring**

Manhole adjusting rings shall be Neenah Foundry® R-1979 Series, Ref. Number 1661-7200. PTI 707 Butyl Rubber Sealant or equal shall be used with the adjusting ring.

#### **C** Construction

#### C.1 General

Manhole adjustment includes removal of the casting frame and lid, grade rings, and riser sections as required, addition/removal of a riser section(s) to the appropriate height and orientation, furnishing and installing new grade rings, adjusting rings, manhole internal/external seals, and installation of the existing casting frame and lid unless specified on plans for new frame and lid. Contractor shall load, transport, and unload all material and equipment to the construction site as required by the contractor's operation. Contractor shall notify the Franklin Water and Sewer Utility with 36-hour notice to inspect and accept the material furnished by the contractor prior to construction. Contact Mike Roberts at the City of Franklin-Utility Department at (414) 421-2613 to make arrangements and inspection.

The contractor shall excavate to remove the existing casting frame and lid, existing external chimney seal, the existing bricks and/or precast concrete grade rings and conical section as necessary, and furnish and install new casting frame and lid if specified on plans, grade rings, adjusting rings, conical section if required and internal/external chimney seal. The contractor shall conduct the removal operations in such a manner that no debris falls into the existing manhole or sewer. All manhole debris shall be removed from the project site. Thoroughly clean the mating surface on top of precast concrete conical section. Lay the grade rings in full bed of mortar or sealant and completely fill the joints. Place an internal/external sanitary manhole chimney seal over the joints. Install manhole steps on all riser sections and base section according to the manufacturer's recommended installation procedures. No steps shall be installed in the chimney section. Install the internal/external sanitary manhole chimney seal in the accordance to the manufacturer's recommendations. It is intended that the external portion of the internal/external sanitary manhole chimney seal extend from the casting frame to the top of the conical section as a single piece. The surface against which the seal is to be placed shall be circular without offsets, clean, reasonably smooth, and free of any loose material and excessive voids. Repair flaws in these surfaces with an approved low-shrink mortar and ground smooth. The seal shall be inspected by the project inspector (WisDOT) prior to backfilling. Install new casting frame and lid where specified.

OR

2040-14-70 53 of 85

Rotating existing conical section includes removal of the casting frame and lid, grade rings and rotation of the existing conical section, furnishing and installing new grade rings, manhole seals, and resetting of the casting frame and lid. Existing manhole steps shall be removed with care from the existing riser sections and existing base section to prevent damage. Install manhole steps on all riser sections and base section according to the manufacturer's recommended installation procedures. Furnish and install manhole joint sealant an external manhole seal on joint between cone and barrel section.

Use mortar and/or sealant between all grade rings and coat the rings with mortar on the inside and outside of the manhole for water tightness. All joints shall be watertight at the time of construction. The grout shall extend the full width of each grade ring and each joint shall be struck off vertical, even with the inside surface of the chimney. Each chimney shall have an internal/external seal that runs from the casting to the top of the cone.

The manhole riser and conical sections shall be constructed such that a minimum of 4-inches of grade rings are installed at each manhole. A maximum of 12-inches of adjustment will be allowed, but the top two rings shall be of 2-inch thickness.

Furnish and install new internal/external chimney seals on all manholes or manholes with rotated conical section according to the manufacturer's recommended installation procedures. A 2" adjusting ring is required for all manhole adjustments unless specified in the plans.

The contractor shall be responsible for all surveying required to layout and construct the manhole adjustment. The survey includes establishing horizontal and vertical position for all aspects of construction. All additional survey work for Manhole Adjustments is incidental to this bid item.

Set the casting frames and lids accurately so the complete installation is at the correct elevation required. Manhole frame and lid in the pavement limits shall be set a minimum of 2 1/4-inches lower than the final grade. Furnish and install a 2-inch cast iron (Neenah Foundry) adjusting ring will be installed at the time of the final surface. Fit or secure the lids to the frames to eliminate rocking of chattering.

If the contractor damages a frame and/or lid that is to be reused, they shall furnish and install a new frame and lid at no cost to the city. The castings shall be Neenah Foundry® R-1661-2100, non-modernized. Lids shall be Type B, self-sealing with a rubber "T" type gasket, with watertight concealed pickholes.

Backfill for all manholes within the project, shall be a 1 bag slurry in the manhole excavation area to existing surface or to appropriate depth for pavement installation. The specification for this slurry backfill product can be found in Section 8.43.9 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW).

#### **D** Measurement

The department will measure Manhole Adjustments as each individual unit, acceptably completed.

## **E** Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.08

Manhole Adjustments

EACH

Payment is full compensation for furnishing all removal of casting frames and lids, existing manhole chimney seals, existing grade rings and existing riser section if necessary; for furnishing and installing additional precast concrete riser sections, manhole steps, mortar, grade rings, adjusting rings, internal/external manhole chimney seals, and manhole casting frame and lids where specified; furnishing all excavation, backfill and surveying; for disposal of surplus material, manhole preparation and cleanout, and for restoring the structure and site work.

# 48. Replace Manhole Casting, Item SPV.0060.09.

## A Description

This work includes salvaging existing casting and lid and returning to the City of Franklin-Utility Department, installation of new casting frame and lid and installing sanitary manhole internal/external chimney seals, grade rings, and/or riser section, and adjusting rings, according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), in addition to the City of Franklin construction specifications, Chapter 4.

2040-14-70 54 of 85

#### **B** Materials

#### **B.1 General**

Furnish precast manhole riser sections, where required, as described in section 3.5.3 of the SSSW to the height required to create a finished manhole according to plan elevations. Contractor shall verify manhole dimensions and vertical height adjustment prior to ordering materials.

All materials used shall be manufactured in the United States.

#### **B.2 Riser Sections**

Concrete riser sections shall conform to Section 8.39 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW).

## **B.3 Grade Rings**

Precast concrete grade rings shall conform to Section 8.39.11 of the Standard Specifications for Sewer and Water Construction in Wisconsin. Grade rings shall be 2 inches or 4 inches in thickness.

Manhole grade rings may be either concrete rings as described above or plastic rings, or Cretex® Pro-rings as approved by the City of Franklin Utility Department.

When Cretex® Pro-rings are installed, any adhesive or sealant used for watertight installation of the manhole grade adjustment rings shall be M-1 Structural Adhesive/Sealant or equal meeting the following specifications: ASTM C-920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A, and O.

Mortar for grade rings shall be a mixture of 50 percent Penngrout non-shrink cementitious grout by IPA Systems, Inc. or equal, and 50 percent type M mortar.

#### **B.4 Manhole Seals**

Internal/External sanitary manhole chimney seals shall conform to Section 3.5.4.1(c) of the Standard Specifications for Sewer and Water Construction in Wisconsin. Internal/External sanitary manhole chimney seals shall seal the chimney and casting frame.

Internal/External seals shall be Internal/External Adaptor Seals (IEA Seal) or an approved equal.

Manhole joint sealant for riser and conical section joints shall be a preformed vulcanized butyl rubber strip and be of the size necessary to fill the annular space of the joint. Joint sealant shall be a dense, stable compressive material with a tacky outer surface. Joint sealant shall be Kent Seal No. 2, as manufactured by Hamilton Kent, Inc. Butyl-Lok as manufactured by A-Lok Products, EZ-STIK as manufactured by Press-Seal Gasket or equal.

External manhole collar joint seal shall conform to ASTM Specifications, C877 latest revision, Type II. External manhole collar joint seal shall consist of a collar 9 to 18 inches wide with an outer layer of polyethylene and an under layer of rubberized mastic that is reinforced with a woven polypropylene fabric. Two steel straps shall be located within the joint seal 3/4-inches from each edge.

## **B.5 Manhole Castings**

Manhole castings shall be Neenah Foundry® R-1661, Ref. Number 1661-2001, non-modernized. Lids shall be Type B, self-sealing with a rubber "T" type gasket, and watertight concealed pickholes.

## **B.6 Manhole Steps**

Manhole steps shall conform to the requirements of Section 8.40.1 A or B of the Standard Specifications for Sewer and Water Construction in Wisconsin. Manhole steps shall be suitable for press fit field installation in drilled holes for existing precast concrete manholes. First step shall be set 8 inches below the top of the cone section.

## B.7 Cast Iron 2-inch Adjusting Ring

Manhole adjusting rings shall be Neenah Foundry® R-1979 Series, Ref. Number 1661-7200. PTI 707 Butyl Rubber Sealant or equal shall be used with the adjusting ring.

2040-14-70 55 of 85

#### **C** Construction

#### C.1 General

Contractor shall load, transport, and unload all material and equipment to the construction site as required by the contractor's operation. Contractor shall notify the City of Franklin-Utility Department with 36-hour notice to inspect and accept the material furnished by the contractor prior to construction. Contact Mike Roberts at the City of Franklin-Utility Department at (414) 421-2613 to make arrangements and inspection.

The contractor shall excavate to remove the existing casting frame and lid, existing external chimney seal, the existing bricks and/or precast concrete grade rings and conical section as necessary, and furnish and install new casting frame and lid, grade rings, adjusting rings, conical section if required, and internal/external chimney seal. A 2" adjusting ring is required for all manhole adjustments unless specified in the plans. The contractor shall conduct the removal operations in such a manner that no debris falls into the existing manhole or sewer. All manhole debris shall be removed from the project site. Thoroughly clean the mating surface on top of precast concrete conical section. Lay the grade rings in full bed of mortar or sealant and completely fill the joints. Install manhole steps on all riser sections and base section according to the manufacturer's recommended installation procedures. No steps shall be installed in the chimney section. Install the internal/external sanitary manhole chimney seal in the accordance to the manufacturer's recommendations. It is intended that the external portion of this internal/external sanitary manhole chimney seal extend from the casting frame to the top of the conical section as a single piece. The surface against which the seal is to be placed shall be circular without offsets, clean, reasonably smooth and free of any loose material and excessive voids. Repair flaws in these surfaces with an approved low-shrink mortar and ground smooth. The seal shall be inspected by the project inspector (WisDOT) prior to backfilling. Install new casting frame and lid.

#### OR

Rotating existing conical section includes removal of the casting frame and lid, grade rings and rotation of the existing conical section, furnishing and installing new grade rings, manhole seals, and resetting of the casting frame and lid. Existing manhole steps shall be removed with care from the existing riser sections and existing base section to prevent damage. Install manhole steps on all riser sections and base section according to the manufacturer's recommended installation procedures. Furnish and install manhole joint sealant an external manhole seal on joint between cone and barrel section.

Use mortar and/or sealant between all grade rings and coat the rings with mortar on the inside and outside of the manhole for water tightness. All joints shall be watertight at the time of construction. The grout shall extend the full width of each grade ring and each joint shall be struck off vertical, even with the inside surface of the chimney. Each chimney shall have an internal/external seal that runs from the casting to the top of the cone.

The manhole riser and conical sections shall be constructed such that a minimum of 4-inches of grade rings are installed at each manhole. A maximum of 12-inches of adjustment will be allowed, but the top two rings shall be of 2-inch thickness.

Furnish and install new internal/external chimney seals on all manholes or manholes with rotated conical section according to the manufacturer's recommended installation procedures. A 2" adjusting ring is required for all manhole adjustments unless specified in the plans.

The contractor shall be responsible for all surveying required to layout and construct the replaced manhole casting. The survey includes establishing horizontal and vertical position for all aspects of construction. All additional survey work for Replacing Manhole Casting is incidental to this bid item.

Set the casting frames and lids accurately so the complete installation is at the correct elevation required. Manhole frame and lid in the pavement limits shall be set a minimum of 2 1/4-inches lower than the final grade. Furnish and install a 2-inch cast iron (Neenah Foundry) adjusting ring will be installed at the time of the final surface. Fit or secure the lids to the frames to eliminate rocking of chattering.

Backfill for all manholes within the project shall be a 1 bag slurry in the manhole excavation area to existing surface or to appropriate depth for pavement installation. The specification for this slurry backfill product can be found in Section 8.43.9 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW).

#### **D** Measurement

The department will measure Replace Manhole Casting as each individual unit, acceptably completed.

2040-14-70 56 of 85

## E Payment

The department will pay for measured quantities at the contract unit price under the following bid items: ITEM NUMBER **DESCRIPTION** UNIT SPV.0060.09 Replace Manhole Casting

EACH

Payment is full compensation for furnishing all removal and salvage of casting frames and lids, existing manhole chimney seals, existing grade rings and existing riser section if necessary; for furnishing and installing additional precast concrete riser sections, manhole steps, mortar, grade rings, adjusting rings, manhole internal/external chimney seals and manhole casting frame and lids; furnishing all excavation, backfill and surveying; for disposal of surplus material, manhole preparation and cleanout, and for restoring the structure and site work.

#### 49. Section Corner Monuments, Item SPV.0060.10.

## **A** Description

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

#### **B** Materials

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

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

#### **C** Construction

SEWRPC will perpetuate existing section corner monument. The contractor is responsible to coordinate with SEWRPC and the WisDOT Project Manager throughout the perpetuation and replacement process. The contractor will contact the engineer and SEWRPC at (920) 912-1036 at least two weeks before starting construction operations or the preconstruction meeting to allow for section corner monument perpetuation.

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

#### **Contact Information:**

Attn: Rob Merry

Southeastern Wisconsin Regional Planning Commission

W239 N1812 Rockwood Drive

P.O. Box 1607

Waukesha, WI 53187-1607 Phone: (262) 953-4289 Cell: (920) 912-1036 Fax: (262) 547-1103 Email: rmerry@sewrpc.org

## **D** Measurement

The department will measure Section Corner Monuments Special by the individual unit, acceptably completed.

## **E** Payment

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

ITEM NUMBER **DESCRIPTION** UNIT SPV.0060.10 Section Corner Monuments **EACH** 

57 of 85 2040-14-70

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

SER-621-001 (20210924)

# 50. Concrete Base Type 5 Modified, SPV.0060.11.

## **A** Description

The work under this item consists of furnishing and installing Concrete Base Type 5 Modified at locations specified in plans, according to plan details, the applicable portions of standard spec 654, and as hereinafter provided. Concrete base design shall fall within the parameters shown in the plans and as enumerated below; and certified by vendor to support the required loads.

## B (Vacant)

#### **C** Construction

The detail of construction with the exceptions of the bolt circle size shall be as defined in standard detail for Concrete Base Type 5.

Bolt circle of base to be 12.5-inch, confirm with pole supplier.

#### **D** Measurement

The department will measure Concrete Bases Type 5 Modified by each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.11Concrete Base Type 5 ModifiedEACH

Payment is full compensation according to standard spec 654.5

## 51. Construction Staking Water Main, Item SPV.0060.12.

## **A** Description

This work includes the contractor-performed construction staking for utility adjustments and verifying locations of existing and proposed utilities.

## B (Vacant)

## **C** Construction

Department and contractor responsibilities for construction staking are specified in standard spec 105.6. Conform to standard spec 105.6 and the additional requirements specified here in standard spec 650.3 for the individual contractor-staking bid items the contract includes.

Protect and preserve known property and survey marks and land monuments as specified in standard spec 107.11.3. The contract may require related work under the standard spec 621 bid items.

Check horizontal and vertical information including but not limited to alignments, locations, elevations, and dimensions, that either the plan show, or the engineer provides, for compatibility with existing field conditions. Conduct similar compatibility checks and accuracy checks of horizontal and vertical positions either the department or the contractor establishes in the field.

Furnish, set, reference, and maintain stakes and markings necessary to establish the alignment, location, benchmarks, elevations, and continuous profile-grades for road and structure work as needed for bid items. Supervise and coordinate construction staking.

Furnish surveying equipment, stakes, flags, pins, lath, whiskers, and other materials necessary to perform this work, subject to the City of Franklin Utility Department's approval.

2040-14-70 58 of 85

Ensure that the finished work vertically and horizontally matches existing or other completed features.

Water main and Sanitary Sewer utility adjustments are incidental to their specific bid items. Only utility relocations and noted callouts on the plans are counted within this bid item.

### **D** Measurement

The department will measure Construction Staking Water Main as each individual unit, acceptably completed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.12Construction Staking Water MainEACH

Payment is full compensation for furnishing and installing all staking.

# 52. Lighting System Integrator (2040-14-70), Item SPV.0060.13.

## **A Description**

This special provision describes coordinating lighting with various parties; record keeping, and documentation. Where the department is responsible for freeway lighting operation, maintenance, or utility locates on existing systems or systems overlapping project boundaries, the contractor's freeway lighting integrator will serve as the contractor's liaison to the department's electrical operations unit.

#### **B** Personnel Qualifications

Assign personnel experienced in underground utility construction and department lighting specifications and practices.

## **C** Construction

At any one time during the project, the contractor shall assign one individual person as the freeway lighting integrator.

The freeway lighting integrator shall:

- 1. Familiarize himself with the location and nature of existing lighting circuits. This familiarity shall include the extent of any lighting system that overlaps project limits.
- 2. Maintain a file of applicable permits or licenses issued to the contractor and convey copies to the engineer.
- 3. Keep with him at all times a contact list of affected lighting personnel.
- 4. Maintain a record of tagouts and the clearance of tagouts.
- 5. Interface with department electrical personnel to determine how contract limits might affect maintenance or operation of existing systems.
- 6. Maintain ongoing contact with the department's Diggers' Hotline Coordinator to ensure that each of the two persons knows that all requested utility locates are marked in the field by the appropriate party. The intent here is to assure coordination. This special provision does not transfer additional utility locating responsibilities to the contractor, beyond those responsibilities already assigned to him by other provisions of the contract.
- 7. Inform the department of any lighting outages, including outside the project limits where a lighting system crosses the project boundary.
- 8. Maintain in any format real-time records of existing, removed and new lighting facilities. Include utility service extensions. Additional required records will include temporary connections and their ultimate removal.
- 9. Maintain records of tests, including: "meg" tests, amperage draw per circuit leg, voltage reading at the disconnect, and voltage reading at the furthest pole per circuit leg. Convey these records at time of acceptance or partial acceptance.
- 10. At the time of acceptance or partial acceptance, convey as-built drawings in both the following formats: plan redlines and .dgn electronic. Include utility service extensions.

2040-14-70 59 of 85

- 11. Secure copies of operator's manuals, tear sheets, etc. as may be provided by manufacturers of some lighting materials and convey a minimum of three sets to the department.
- 12. Work with the engineer to notify department electrical personnel of acceptance or partial acceptance.
- 13. Perform related duties as may be needed to ensure continuity of freeway lighting during construction, and orderly transfer upon completion.

#### **D** Measurement

The department will measure Lighting System Integrator as each individual project, acceptably completed.

## E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.13

Lighting System Integrator (2040-14-70)

EACH

Payment will be full compensation for providing specified expertise, assistance and documents, and personnel costs.

# 53. Lighting System Survey (2040-14-70), Item SPV.0060.14.

## **A Description**

This special provision describes performing a lighting system survey as-built for IH 94 / STH11 Park and Ride, as shown on the plans, and hereinafter provided.

## B (Vacant)

#### **C** Construction

Locate and survey all the lighting units, pull boxes, and control cabinets to sub-meter accuracy. Maintain neat, orderly, and complete survey notes. The survey shall be performed in NAD 83, Wisconsin County Coordinate System (WCCS), and Racine Coordinates. The data shall be delivered in a comma delimited text file with metadata including datum, county, and date the survey was performed. Data for each point shall have a point number, northing, easting, and point description including pole, pull box, or cabinet number.

## **D** Measurement

The department will measure Lighting System Survey as each individual project, acceptably completed.

## **E** Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.14

Lighting System Survey (2040-14-70)

EACH

Payment will be full compensation for locating and surveying all the lighting units, pull boxes, and control cabinets and for delivery of the comma delimited data file and all survey notes.

# 54. Temporary Infrared EVP System for the Intersection of USH 45 and Speedway Dr, Item SPV.0060.15.

#### **A** Description

This special provision describes furnishing, installing, and maintaining Temporary Infrared EVP system at the temporary signalized intersection at USH 45 and Speedway Dr. The Temporary Infrared EVP system will be according to standard spec 655 and 661, as shown in the plans, and as hereinafter provided.

## **B** Materials

Furnish an infrared emergency vehicle preemption system compatible with the existing traffic signal system and users. Contact the department's Electrical Field Unit at (414) 266-1170 for information regarding the equipment needs and operational requirements of the emergency vehicle preemption system.

2040-14-70 60 of 85

#### **C** Construction

The temporary infrared EVP system, as shown in the temporary traffic signal plans or as directed by the engineer, shall be complete in place, tested, and in full operation during each stage of construction.

Install the temporary infrared EVP system as shown in the plans and according to the manufacturer's recommendations. Detectors may be mounted on the temporary traffic signal span wire or wood poles. It shall be the contractor's responsibility to relocate the temporary infrared EVP detectors to a suitable location if there is impedance on the sensor operation. Arrange for testing of equipment prior to acceptance of the installation for each construction stage.

All cables associated with the temporary infrared EVP system shall be routed to the cabinet. Each lead shall be appropriately marked as to which EVP channel it is associated.

Periodic adjustment and/or moving of the temporary infrared EVP detectors may be required due to changes in traffic control, staging, or other construction operations.

Ensure that the temporary infrared EVP system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

The temporary EVP system may not be used for the permanent installation.

#### **D** Measurement

The department will measure Temporary Infrared EVP System for the Intersection of USH 45 and Speedway Dr, for each intersection, acceptably completed.

#### E Payment

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

ITEM NUMBER **DESCRIPTION** UNIT SPV.0060.15 Temporary Infrared EVP System for the Intersection of USH 45 and Speedway Dr **EACH** 

Payment is full compensation for furnishing and installing all required equipment, materials, and supplies; for maintaining and changing the EVP detectors to match the plans, traffic control, and construction staging; for relocating the temporary EVP detectors due to construction activities, if required; for testing the EVP system for each stage and sub-stage of construction; for periodically cleaning all temporary EVP detectors; and for cleaning up and properly disposing of waste.

#### Transport Traffic Signal and Intersection Lighting Materials, USH 45 and Speedway Dr. 55. Item SPV.0060.16.

#### **A Description**

This special provision describes the transporting of department furnished materials for traffic signals and intersection lighting.

#### **B** Materials

Transport materials furnished by the department including: monotube arms, luminaire arms (to be installed on monotube assemblies) and Fiber Optic Communication equipment.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five working days prior to picking the materials up.

#### C (Vacant)

#### **D** Measurement

The department will measure Transporting Signal and Lighting Materials at USH 45 and Speedway Dr for each intersection, acceptably completed.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.16

USH 45 and Speedway Dr

Transport Traffic Signal and Intersection Lighting Materials, EACH

2040-14-70 61 of 85 Payment is full compensation for transporting the monotube poles, monotube arms, luminaire arms (to be installed on monotubes) and Fiber Optic Communication equipment. Installation of these materials is included under a separate pay item.

## 56. Transport and Install State Furnished Traffic Signal Cabinet, USH 45 and Speedway Dr, Item SPV.0060.17.

#### **A** Description

This special provision describes the transporting and installing of the state-furnished traffic signal cabinet, signal controller, and other cabinet equipment for traffic signals, and for making the cabinet fully operational as shown in the plans.

#### **B** Materials

Pick up the state-furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the materials five working days prior to picking the materials up.

Provide all other needed materials in conformance with standard spec 651.2, 652.2, 653.2, 654.2, 655.2, 656.2, 657.2, 658.2 and 659.2.

Coordinate directly with the department's traffic signal cabinet vender (TAPCO at (262) 814-7327 or <a href="mailto:rickk@tapconet.com">rickk@tapconet.com</a> / TCC at (651) 439-1737 or <a href="mailto:mai

Coordinate with the department's Electrical Field unit at (414) 266-1170 to participate in the acceptance testing. The department has final determination of the cabinet acceptance testing date and time.

#### **C** Construction

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

Request a signal inspection of the completed signal installation to the engineer at least five working days prior to the time of the requested inspection. The department's Region Electrical personnel will perform the inspection.

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

#### **D** Measurement

The department will measure Install State-Furnished Traffic Signal Cabinet (location) for each intersection, 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 Transport and Install State Furnished Traffic Signal Cabinet, EACH

USH 45 and Speedway Dr

Payment is full compensation for installing and testing the traffic signal cabinet and cabinet equipment; for furnishing and installing all other items necessary (such as, wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete from the source of supply to the most remote unit; and for cleanup and waste disposal.

## 57. Transport and Install State Furnished EVP Detector Heads, USH 45 and Speedway Dr, SPV.0060.18.

#### **A** Description

This special provision describes the transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads, EVP Confirmation Lights and EVP Detector Head Mounting Brackets at the intersections of USH 45 and Speedway Dr.

2040-14-70 62 of 85

#### **B** Materials

Use materials furnished by the department including Emergency Vehicle Preemption (EVP) Detector Heads, EVP Confirmation Lights and EVP Detector Head Mounting Brackets.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the materials five working days prior to picking the materials up.

#### **C** Construction

Install the EVP detector heads, EVP Confirmation Lights and EVP detector head mounting brackets as shown on the plans. The department will determine the exact location to ensure that the installation does not create a sight obstruction. The contractor shall terminate the EVP cable ends and install the discriminators and card rack in the cabinet.

Notify the department's Electrical shop at (414) 266-1170 upon completion of the installation of the Emergency Vehicle Preemption (EVP) Detector Heads, EVP Confirmation Lights and EVP Detector Head Mounting Brackets.

#### **D** Measurement

The department will measure EVP Detector Head Installation (location) for each intersection, 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 Transport and Install State Furnished EVP Detector Heads, EACH

USH 45 and Speedway Dr

Payment is full compensation for transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads, EVP Confirmation Lights and EVP Detector head Mounting Brackets.

#### 58. Install Poles Type 9 Special, Item SPV.0060.19;

Install Poles Type 10, Item SPV.0060.20;

Install Poles Type 10 Special, Item SPV.0060.21;

Install Monotube Arms - 15FT, Item SPV.0060.22;

Install Monotube Arms - 30FT, Item SPV.0060.23;

Install Monotube Arms - 45FT Special, Item SPV.0060.24

Install Luminaire Arms - 15FT Steel, Item SPV.0060.25;

Install Monotube Arms-55FT, Items SPV.0060.29;

Install Poles Type 12, Item SPV.0060.33.

#### **A Description**

This special provision describes the installing of department furnished materials for traffic signal monotubes and luminaire arms.

#### **B** Materials

Installation of materials furnished by the department including: monotube arms and luminaire arms (to be installed on monotube assemblies).

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five working days prior to picking the materials up.

#### C (Vacant)

#### **D** Measurement

The department will measure Installation of monotubes at USH 45 and Speedway Dr for each unit, acceptably completed.

2040-14-70 63 of 85

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	Install Poles Type 9 Special	EACH
SPV.0060.20	Install Poles Type 10	EACH
SPV.0060.21	Install Poles Type 10 Special	EACH
SPV.0060.22	Install Monotube Arms – 15FT	EACH
SPV.0060.23	Install Monotube Arms – 30FT	EACH
SPV.0060.24	Install Monotube Arms – 45FT Special	EACH
SPV.0060.25	Install Luminaire Arms – 15FT Steel	EACH
SPV.0060.29	Install Monotube Arms – 55FT	EACH
SPV.0060.33	Install Poles Type 12	EACH

Payment is full compensation for installation the monotube poles, monotube arms and luminaire arms (to be installed on monotubes).

#### 59. Lighting Pull Boxes Non-Metallic Franklin 13x24x18-Inch, Item SPV.0060.26.

#### **A Description**

This special provision describes pull boxes to be installed for the municipal lighting system.

#### **B** Materials

Non-metallic pull boxes shall be constructed from precast polymer resin material. Boxes shall be ANSI Tier 22, and open bottomed. Covers shall be ANSI Tier 22, extra heavy duty, with 2 bolts, minimum 0.50 coefficient of friction, and "ELECTRIC" logo.

The size of the pull boxes shall be 13" wide by 24" long by 18" deep.

#### **C** Construction

Under the Pull Boxes Non-metallic and bid items, provide pull boxes with open bottoms and solid lids. Excavate, place coarse aggregate drain material, and backfill as the plan details show and as specified in standard spec 653. Dispose of surplus or unsuitable material. Use covers stamped "ELECTRIC" for pull boxes for lighting.

Provide a supplemental 8'-0" long, 5/8" diameter, copper clad ground rod at each Pull Box; bond ground rod to equipment grounding conductors.

#### D Measurement

The department will measure Pull Boxes, Non-Metallic 13x24x18-Inch as each unit, acceptably completed.

#### E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.26
 Lighting Pull Boxes Non-Metallic Franklin 13x24x18-Inch
 EACH

Payment is full compensation for providing pull boxes; for materials including aggregate; spare wire loop; pull box enclosure and covers; conduit extensions less than 10 feet long including fittings; and for furnishing all excavating, backfilling, and disposing of surplus material.

2040-14-70 64 of 85

## 60. Decorative Lighting Pole and LED Luminaire Single, Item SPV.0060.27; Decorative Lighting Pole and LED Luminaires Twin, Item SPV.0060.28.

#### **A** Description

The work under this item consists of installing decorative pole and LED luminaires at the location specified in plans for City of Franklin, according to plan detail, the applicable portion or standard spec 651 and 659, and as hereinafter provided.

#### **B** Materials

The decorative poles and Luminaires are proprietary to match City of Franklin street lighting requirement.

Decorative Lighting Pole and LED Luminaire Single:

RFD753812

Pole: 290860106T4D-1VDA-227236 SSC4B10

RFD754031

Single Roadway Arm: 1MA1STA BLACK

Luminaire: LED - MPL3P30S40KMVOLTTG3NPTBKAODS

• Decorative Lighting Pole and LED Luminaires Twin:

RFD75312

Pole: 290860106T4D-1VDA-227236 SSC4B10

RFD214483

Twin Roadway Arm: 2MA1STA 227167 SPIKE FINIAL BK

Luminaire: LED - (2) MPL3P30S40KMVOLTTG3NPTBKAODS

Concrete bases to be similar WisDOT Concrete Bases Type 5, except the bolt circle to be modified to 12.5-inch. Contractor to confirm bolt circle with pole supplier. Concrete bases to be paid under separate item SPV.0060.11 Concrete Bases Type 5 Modified.

#### **C** Construction

Install Decorative Lighting Pole and LED Luminaire Single and Decorative Lighting Pole and LED Luminaires Twin according to the pertinent provisions of standard spec 659 and as the manufacturer directs. Mount unit square and true to the road. Fixture to be fused individually, with fuses located in the pole (5 Amp type FNQ). Provide a fuse for the fixture in the pole base immediately to the north of the fixtures. Provide engraved nameplates showing fuse location for each luminaire. Perform splices in the pole or conduit body with gel-filled wire nuts. Provide circuit identification in the base where the circuit is routed to the luminaire. Identification to include fixture number, and circuit number. Prior to being placed in service, clean the units. Provide #12 AWG wiring from the fixture to the base or conduit body in the main circuit path as part of this item.

#### **D** Measurement

The department will measure Decorative Pole and LED Luminaire Single and Decorative Pole and LED Luminaires Twin as each individual unit, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.27Decorative Pole and LED Luminaires SingleEACHSPV.0060.28Decorative Pole and LED Luminaires TwinEACH

Payment is full compensation for furnishing all materials; and installing a complete pole and luminaire unit.

2040-14-70 65 of 85

### 61. Transport and Install State Furnished Video Detection System, USH 45 and Speedway Dr, Item SPV.0060.30.

#### **A** Description

This special provision describes the transporting and installing of department furnished traffic signal autoscope video detection system on monotubes and luminaire arms at the intersections of USH 45 and Speedway Drive.

#### **B** Materials

Pick up the department furnished autoscope video detection system at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the materials five working days prior to picking the materials up.

#### **C** Construction

Install the Traffic Signal Terra Power Cable 18/3, the camera manufacturer's connector cable whip, pole/arm mounting bracket, extension arm (if required) and camera as shown on the plans. The department will determine the exact location to ensure that the installation does not create a sight obstruction. The department Electrical field unit (EFU) shall install state furnished Autoscope video detection equipment in the traffic signal control cabinet.

Install the Traffic Signal Terra Power Cable 18/3 to run continuously (without splices) from traffic signal cabinet plus an additional 10 feet to the handhole or base. Leave additional 10 feet of cable in each pull box. Install the camera manufacturer's connector cable whip from the camera to the handhole or base.

Mark each end of the lead appropriately to indicate the equipment label (i.e., VID1). Splice, solder and shrink wrap the Terra power cable to the manufacturer's cable whip. Allow 3 feet of slack on each cable.

Notify the department's Electrical shop at (414) 266-1170 upon completion of the installation of the Traffic signal Terra Power Cable 18/3, cable whip and camera. Camera programming will be performed by the department with assistance from the vendor and contractor when operation of the permanent signal begins.

#### **D** Measurement

The department will measure Transporting and Installing State Furnished Video Detection System (location) for each intersection, acceptably completed.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.30 Transport and Install State Furnished Video Detection System, EACH

USH 4 and Speedway Dr

Payment is full compensation for coordination with the department, for furnishing and installing hardware, fasteners, installing the detectors, furnishing and installing all necessary hardware and cabling and making all necessary connections.

#### 62. Install Fiber Optic Communications in Cabinet USH 45 & Speedway Dr, Item SPV.0060.31.

#### **A** Description

This special provision describes the installation of fiber optic communications equipment in the traffic signal cabinet.

#### **B** Materials

The department will furnish pre-terminated fiber optic patch panels or fiber termination panels. The materials will be provided with the traffic signal cabinet. The patch panels will have pre-terminated fiber optic cable pigtails. Provide two each 1-meter lengths of ST-ST single mode fiber jumper (2 fibers per jumper) from the patch panel to the Ethernet switch. Provide all patch panel or termination panel attachment hardware.

2040-14-70 66 of 85

Provide a 14 AWG XLP insulated, stranded, copper, 600 volt AC locate wire through the conduit run from the communication vault to the traffic signal cabinet. Connect the locate wire by using a silicone filled wire nut at each pull box, vault or other access point. Alternatively, use a single wire through the access points, leaving a 6 foot coil in each pull box, vault or other access point for splicing. All material under this item shall meet the requirements of standard spec 655.

#### **C** Construction

Install the patch panel or termination panel on the side of the traffic signal cabinet opposite the electrical service at a location as approved by the engineer. Install the pre-terminated fiber optic cable in conduit from the patch panel to the communication vault as specified in standard spec 678.3.1. Fiber optic cable ends shall be covered securely to protect open ends during installation in raceways. Leave the remainder of the fiber optic cable coiled in the communication vault.

Install the fiber jumpers and provide a communications link from the FTMS cabinet to the controller.

Connect the locate wire by using a wire nut at each access point. Alternatively, use a single wire through the access points.

#### **D** Measurement

The department will measure Install Fiber Optic Communications in Cabinet by the individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.31Install Fiber Optic Communications in Cabinet USH 45 & Speedway DrEACH

Payment is full compensation for installing pre-terminated patch panels or termination panels and fiber optic cable in conduit; furnishing and installing attachment hardware, fiber jumpers, and locate wire.

#### 63. Lighting Units Salvaged, Item SPV.0060.32.

#### **A** Description

This special provision describes the removing, handling, returning to City of Franklin for storing, picking up and re-installing of lighting units consisting of pole, arm, luminaire, lamp, wires, breakaway device, and associated hardware and appurtenances at the location shown on the plans, according to the standard spec 657 and 659, and as hereinafter provided. Lamps, which are considered a hazardous material, become the property of the contractor and shall be disposed of in an environmentally sound manner.

#### B (Vacant)

#### **C** Construction

No removal work will be permitted without approval from the engineer. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

Any lighting unit damaged while removing, handling, storing, and re-installing shall be replaced or repaired by the contractor at no additional cost to the department.

Re-installation of the lighting units shall be done according to pertinent requirements of standard spec 657.3 and 659.3.

Dispose of all surplus materials off the project site.

#### **D** Measurement

The department will measure the Lighting Units Salvaged 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.0060.32Lighting Units SalvagedEACH

2040-14-70 67 of 85

Payment is full compensation for removing, handling, return for storing; for re-installing; and for providing all other materials required to re-install the salvaged lighting unit.

SER-657.2 (20170407)

#### 64. Field Office Type T, Item SPV.0060.34.

#### **A Description**

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

#### **B** Materials

Provide Field Office Type T conforming to standard spec 642.2.1.

Add the following to standard spec 642.2.1:

Provide a facility with a minimum exterior dimensions of 12 feet wide and 60 feet long, excluding the hitch.

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

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

#### **C** Construction

Conform to standard spec 642.3.

#### **D** Measurement

The department will measure Field Office Type T as each field office, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.34Field Office Type TEACH

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

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

SER-642-001 (20160808)

#### 65. Utility Line Opening (ULO), Item SPV.0060.35.

#### **A** Description

This special provision describes excavating to uncover utilities for the purpose of determining elevation and potential conflicts with proposed work, as shown on the plans or as directed by the engineer. The contractor shall be responsible for compliance with s.182.0175 (2), Stats., with respect to precautions to

2040-14-70 68 of 85

be taken to avoid and prevent damage to utility facilities. The location of existing utilities and infrastructure needed to complete the contract work shall be addressed independent of this provision.

#### B (Vacant)

#### **C** Construction

Perform the excavation according to Wisconsin State Statue 182.0175.

Perform the utility line openings as soon as possible, before ordering precast structures, and at least 10 days in advance of proposed construction to allow any conflicts to be resolved with minimal disruption. Allow the engineer a minimum of three working days once utility line opening information is received to review all relevant design information.

Coordinate and approve all utility line openings with the engineer. Notify the utilities a minimum of 3 days before the work so they may be present.

Backfill the excavation with suitable backfill material, and thoroughly compact.

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

Take all lateral and depth measurements in US feet and tenths thereof. Provide horizontal locations and vertical elevations for each exposed utility to the engineer with reference to the coordinate system used by the contract.

#### **D** Measurement

The department will measure Utility Line Opening (ULO) as each individual utility line opening (ULO), acceptably completed. Utility line openings include a trench up to 10-feet long as measured at the trench bottom, and of any width and depth required to locate the intended utility. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be measured.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.35Utility Line Opening (ULO)EACH

Payment is full compensation for performing the excavation required to expose the utility line, backfilling, and for restoring and cleaning up the site.

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

## 66. Temporary Apron Endwalls for Culvert Pipe 12-Inch, Item SPV.0060.36; Temporary Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 15-Inch 6 to 1, Item SPV.0060.37.

#### **A** Description

This special provision describes providing temporary endwalls. The work includes installing, maintaining, and removing temporary apron endwalls to maintain drainage according to standard spec 521, and hereinafter provided.

#### **B** Materials

Furnish materials conforming to standard spec 521.2.

#### **C** Construction

Install temporary apron endwalls according to standard spec 520.3. Maintain temporary apron endwalls during construction and remove the temporary apron endwalls when no longer needed.

2040-14-70 69 of 85

#### D Measurement

The department will measure Temporary Apron Endwalls for Culvert Pipe (Size, Type) as each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.36Temporary Apron Endwalls for Culvert Pipe 12-InchEACHSPV.0060.37Temporary Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 15-Inch 6 to 1EACH

Payment is full compensation according to standard spec 520.5.1 including installing, maintaining, and removing temporary apron endwalls.

#### 67. Insulate Water Main (Granular Backfill), Item SPV.0090.01.

#### **A** Description

This special provision describes furnishing and installing insulation around water main where the plans call for or where cover depth is less than 5-feet, measured from future final surface elevation.

#### **B** Materials

Use Closed-cell Extruded polystyrene conforming to ASTM C578, Type IV. Each board shall be 2 inches thick x 4 feet wide x 8 feet long.

Bedding material according to bid item 8-Inch PVC Water Main (Granular Backfill), Item SPV.0090.02.

All materials used shall be manufactured in the United States.

#### **C** Construction

Install insulation board in an inverted U around the pipe. Make the sides of the U 2-feet high with the bottom of the legs at least to the springline of the pipe. See detail within construction plans.

Prior to placement of polystyrene boards bedding material shall be placed to a height of 6-inches over the top of the pipe, leveled and compacted

Install the insulation board in layers to provide a minimum thickness of 4-inches.

Install such that there are no voids under the insulation.

The insulation board shall be placed on the cover material with the long side parallel to the centerline of the water main for a minimum width of O.D. + 24". The boards shall be staggered so as to eliminate continuous transverse joints. If two or more layers of insulation board are used, each layer should be placed so as to cover joints of the layer immediately below.

The first lift of backfill material over polystyrene insulation shall consist of 6-inches of bedding material which shall be end or side dumped onto the insulation board and spread in such a manner that construction equipment does not directly operate on the insulation. This layer shall be compacted with equipment that exerts a compact stress of 70 to 80 psi. Once this layer has been compacted to the specified density, the remaining layers of backfill may be constructed utilizing conventional procedures.

#### **D** Measurement

The department will measure Insulate Existing 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.0090.01Insulate Water Main (Granular Backfill)LF

Payment is full compensation for excavation to top and along sides of existing water main and excavation support system; polystyrene insulation board cut to required width; placement of insulation board above and alongside the pipe; trenching; trench support system; providing and placing bedding and backfill material of the type indicated on plans and in specifications; backfill and compaction; shoulder gravel as required, loading, hauling, and disposal of excess excavated material.

2040-14-70 70 of 85

## 8-Inch PVC Water Main (Granular Backfill), Item SPV.0090.02; 20-Inch Ductile Iron Water Main (Granular Backfill), Item SPV.0090.03; 6-Inch PVC Hydrant Lead, Item SPV.0090.04.

#### **A** Description

This special provision describes furnishing and installing 8-inch PVC and 20-inch Ductile Iron Water Main and 6-inch PVC hydrant leads with the selected backfill as shown in the plans, according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), in addition to the City of Franklin construction specifications, Chapter 5.

#### **B** Materials

#### **B.1 General**

All materials used shall be manufactured in the United States.

#### **B.2 Polyvinyl Chloride (PVC)**

PVC pipe shall conform to the requirements of AWWA C-900 pressure Class 150 for pipe through 12" diameter ratio and C-905 or (3) pressure Class 235 for 16" diameter ratio. Conform to Chapter 8.20.0, Standard Specifications for Sewer and Water Construction in Wisconsin.

#### **B.3 Ductile Iron (DI)**

All water mains larger than 16" shall be Ductile Iron (DI). Ductile iron pipe shall meet the requirements of AWWA Standard C-151 (ANSI 21.51), Class 52, cement mortar lined with internal and external bituminous coating and furnished with push-on joints with rubber gaskets.

#### **B.4 Polyethylene Encasement for Fittings**

Conform to AWWA C105.

Type: I.

Class: "C" (black)

Grade: "E-1".

Thickness: 8 mils.

#### **B.5 Tracer Wire**

#10 AWG solid, 21% conductivity annealed copper-clad high carbon steel high strength wire. 250 lbs. average tensile break load. 30 mil., high molecular weight, high density polyethylene jacket, 30 volt rating. Jacket color for water tracer wire to be blue. All applications will use Copperhead 10 gauge tracer wire with Copperhead electrical connectors and or equivalent connectors. Equivalent must be approved by the City of Franklin Utility Department.

Provide access box device according to the following:

- 1. The covered access device (tracer wire access box) shall have:
  - a. Two pieces to allow for telescoping action adjustment and for frost control.
  - b. 2½ inch minimum diameter extension from the top piece of the access box to the top of the water main.
  - c. Lid to be heavy cast iron. The top of the lid to be permanently engraved with "WATER" by the manufacturer. The lid is to be furnished with a means of locking the lid such as a standard lockable pentagonal bolt head. Lid to be furnished with connection holes where the tracer wire is to be connected with stainless steel terminal bolts.
- Acceptable access devices are:
  - a. Valvco Sewer Tracer Wire Access Box manufactured by C.P. Test Services-Valvco, Inc: http://www.fischer-harris.com/ValvcoTracerWireAccessBox.htm.
  - b. Cathodic Test Box P200 series manufactured by Bingham & Taylor: http://www.binghamandtaylor.com/cathodic.htm.
- 3. In addition to the above access devices furnish materials required as shown on the drawing detail for Tracer Wire Access.

2040-14-70 71 of 85

Mechanical tracer wire splices shall be 3M™ Direct Bury Splice Kit DBR/Y-6, or approved equal.

#### **B.6 Valves**

All gate valves body casting shall be ductile iron or cast iron. All underground trim (nuts, bolts, etc.) for valves shall be stainless steel. All gate valves shall have non-rising stems, turn left (counterclockwise) to open, have a 2" square operating nut and be constructed for a working pressure of 200 p.s.i. unless otherwise directed in writing by the City Engineer. All 6" through 12" gate valves shall be resilient seated, conform to A.W.W.A. C509-80, and have stems sealed by at least two O-rings. All valves 16" and larger shall be of butterfly-type. Installation of butterfly valves operator nut shall be either to the north or east of roadside positioning.

Unless otherwise noted on the plans, all valve boxes shall be size DD, three-piece screw type box with Number Six base, as manufactured by Tyler and shall be U.S. manufactured or equal. Plastic valve box assemblies will not be allowed. Top section shall be threaded to receive screw on type riser. Covers shall be 5 3/4-inches diameter and be marked "WATER" and shall be of the Stay Put type.

Valve boxes shall be set truly vertical and so supported until sufficient backfill has been placed to ensure the vertical alignment of the box. All boxes shall be supported by valve box adapters.

Valve boxes shall be set 2-1/4" below finished pavement grade (binder grade) until final lift of asphalt is completed. Top section shall be set to midpoint relative to the top of lower section. No ramping will be allowed. Top section will be raised to a 1/4-inch of finish grade at time of final paving. No paving rings or screw in repair tops are allowed.

All valves on stub ends shall be restrained with MegaLugs and shall be placed up stream of valve. All stub ends shall be extended one full pipe length.

All new water valves or water valve adjusted in reconstruction shall have an extension rod installed to keep the depth of the valve nut no deeper than 8' with a minimum of no less than 6'.

#### **B.7 Couplings, Bends, and Adapters**

Fittings shall be ductile iron, cement mortar lined with internal and external bituminous coating meeting AWWA C110, mechanical joints with rubber gaskets. Ductile iron mechanical joint fittings meeting AWWA C153 for "compact fittings" may be used in place of the fittings specified above.

Tapping Tees/Service Saddles:

Stainless steel double strap designed for ductile iron pipe.

Full circumference wide band stainless steel double bolt designed for PVC pipe.

Required for HDPE service taps and taps over 1-inch for ductile iron pipe or when the pipe being tapped is less than 150 psi pressure class.

Nuts and bolts, including connections to mains, fittings, valves, and hydrants, shall be Cor-Blue T-Bolts as manufactured by NSS Industries or equal.

All bends shall have a minimum of ten feet of pipe on either side of the fitting.

Fittings to connect to existing water main are incidental to other bid items.

Connection to Existing Fittings, Valve Boxes, or Hydrants; For connections to existing fittings, valve boxes, and hydrants, remove the existing nuts and bolts and replace with new stainless steel nuts and bolts or Cor-Blue T-Bolts (where required).

#### **B.8 Insulation Board**

Material to conform to Section B. of the bid item Insulate Water Main (Granular Backfill), Item SPV.0090.01.

#### **B.9 Thrust Restraints**

#### **B.9.1 Mechanical Joints**

Joint restraint shall be provided by EBAA Iron Sales, Inc. MEGALUG Series 2000PV for PVC pipe (4-inch through 16-inch) and Series 1100 for ductile iron pipe.

2040-14-70 72 of 85

#### **B.9.2 Restrained Joint Pipe**

Products delivered shall be manufactured only from water distribution pipe and couplings conforming to AWWA C900. Restrained joint pipe systems shall meet short and long term pressure test requirements of AWWA C900. Pipe, couplings, and locking splines shall be completely non-metallic to eliminate corrosion problems. Certa-Lok C900/RJ products are acceptable options.

Nominal outside diameters and wall thicknesses of thrust restrained pipe shall conform to AWWA C900. Pipe shall be furnished in standard lengths of 20 feet.

#### **B.9.3 Concrete Thrust Blocks**

Ready-mixed concrete conforming to the following:

Class	28-day Comp. Str. (PSI)	Max. Size Coarse Aggregate	Min. Cement Content (Bags/C.Y.)	Air Content (%)	Slump
В	3000	1½	4.75	6+1	3 inch – 4 inch

Job-mixed concrete is permitted for amounts one cubic yard or less and shall meet the same material and strength requirements as ready-mixed concrete.

#### **B.10 Granular Backfill**

Material conforming to Table 37 of Section 8.43.4 of the Standard Specifications for Sewer & Water Construction in Wisconsin. Use where shown on the drawings and elsewhere as directed.

Brandenburg Rock, also known as "Redrock" or "B&B", common in local quarries, shall not be used for backfill.

#### **B.11 Ductile Iron Bedding Material**

Bedding and cover material shall be crushed stone chips conforming to Paragraph 8.43.2(a) of the Standard Specifications for Sewer & Water Construction in Wisconsin and section 5.1.8 & 10.11 of the City of Franklin Construction Specifications. Crushed pea gravel is not allowed.

Brandenburg Rock, also known as "Redrock" or "B&B", common in local quarries, shall not be used for bedding.

#### **B.12 PVC Bedding Materials**

Bedding and cover material shall be crushed stone chips conforming to Paragraph 8.43.2(a) of the Standard Specifications for Sewer & Water Construction in Wisconsin and section 5.1.8 & 10.11 of the City of Franklin Construction Specifications. Crushed pea gravel is not allowed.

Brandenburg Rock, also known as "Redrock" or "B&B", common in local quarries, shall not be used for bedding.

#### **C** Construction

#### C.1 General

Pipe construction of any pipe material shall follow the recommended procedures of ASTM F1668.

Assemble pipe according to the written recommendations of the manufacturer.

All existing valves will be operated by or under the supervision of the City of Franklin-Utility Department.

All Work resulting in the isolation of the existing 20" water main must be completed during the timeframe of 10:00 PM – 5:00 AM, Monday through Friday.

Proper equipment, tools and facilities shall be provided and used by the contractor for the safe and convenient prosecution of the work. Pipe, fittings, valves and other accessories shall at all times be handled with care to avoid damage. In loading and unloading they shall be lifted by hoist or derrick or rolled on skidways in such a manner as to avoid shock. Pipe unloaded by skidding shall be protected from bumping contact with other pipe or the ground. Under no circumstances shall pipe be dropped. City of Franklin Utility Department personnel must be notified a minimum of 36 hours before installation to examine pipe materials. Contact Mike Robert from the City of Franklin-Utility Department to coordinate,

2040-14-70 73 of 85

(414) 421-2613. Examine pipes and other materials immediately before placing in the trench. If any such pipes or materials are found to be defective, they shall be rejected and removed from the work site.

PVC pipe installation: Follow AWWA C605. Do not bend pipe.

Ductile iron pipe installation: Follow AWWA C600.

#### C.2 Preparation and Assembly

Pipe shall be off-loaded, loaded, installed, handled, stored, and stacked per the pipe supplier's guidelines.

Dewater trench excavations according to Wisconsin DNR Technical Standard 1061. Contractor shall contact WDNR for permit if dewatering wells are required. Geotechnical dewatering bags shall be according to Technical Standard 1061. Contractor shall submit design calculations for dewatering bags, if needed, for review by the engineer prior to any dewatering activities. Prevent runoff and dewatering system discharge form entering excavation. Secure permits form regulatory and governmental agencies governing dewatering. Provide wells, water, pumping equipment, generating equipment and/or power. Correct damage caused to private wells due to dewatering. Maintain water supply to private and public wells affected by dewatering. Dewater to at least 12 inches below excavation. Maintain dewatering operation until backfilling and compaction are completed. Convey clean groundwater to point of discharge through pipelines. Do not use open ditches and trenches. Do not use owner's utilities without written consent. Maximum sediment content is 10 milligrams per liter. If greater than 10 milligrams per liter, use sedimentation bags.

Provide necessary sheeting and bracing excavations as required by the federal and state codes, by the Contract Documents, and as necessary to protect life and property. Prevent soil from entering the trench either below or through such sheeting. Remove sheeting and bracing as excavations are backfilled. Do not disturb adjacent structures. Effectively protect completed Work. If the sheeting and bracing cannot be removed without damaging the work or adjacent areas, leave in place.

Use full length pipe except where necessary at valves and fittings.

Provide smooth end field cuts of pipe at a right angle to the centerline of the pipe.

Insulate water mains where shown on plans, where cover depth is less than 5 feet, and where directed by the City of Franklin. Measurements shall be taken from future final surface. Insulation shall be according to Chapter 4.17.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin and the bid item Insulate Water Main (Granular Backfill), Item SPV.0090.01.

Any water main that has less than 4 feet of cover shall be reconstructed with a vertical offset. Vertical offsets shall be installed at locations as shown on the drawings. Vertical offsets shall be installed with bends, fittings, and pipe to increase cover over water main. Minimum 10' segment of pipe to be installed between bottom bends of offsets.

#### C.3 Open Cut Installation

Vertical and Horizontal Alignment: Maintain vertical and horizontal alignment as shown on the Drawings. Place pipe to required line and grade with a tolerance of plus or minus 0.1 feet. All new pipe must be swabbed with chlorine solution before insulation. Install pipe without unplanned high points in the line, and a minimum cover over the top of pipe of 6 feet. Provide fittings, valves and hydrants at the required locations with joints centered, spigots bottomed and valve and hydrant stems plumb.

Trenching, backfilling, and compacting shall conform to Section 4.3.3 and File No. 36 of the Standard Specifications for Sewer and Water Construction, as amended. Place bedding and cover in at least three lifts, with one lift of bedding ending at or near the pipe springline. Completely work bedding material under the haunch of the pipe. Provide side support. See Water Main and Lateral Bedding and Backfill detail in plans for requirements for bedding and cover.

Commence pipe installation only after the trench has been dewatered below the trench bottom and all necessary sheeting and bracing is in place. Cut pipe to provide a smooth end at a right angle to the longitudinal axis of the pipe. Keep pipe clean during and after laying. Do not roll, drop, or dump pipe appurtenances into the trench.

When laying operations are interrupted or terminated, temporarily seal pipe ends to prevent entry of water, debris, small animals, or other types of contamination. Prevent the possibility of pipe flotation, i.e., the lifting of pipes by buoyancy as water rises in the trench by proper bracing or by loading to overcome buoyancy. Pipe damaged by flotation shall be removed and replaced.

2040-14-70 74 of 85

When connections to existing fittings, valve boxes, or hydrants are made, the existing nuts and bolts shall be removed and replaced with new stainless steel nuts and bolts or Cor-Blue T-Bolts (where required).

All materials removed shall become the property of the City of Franklin, unless otherwise directed by the City of Franklin Utility Department.

When the interruption or operation of an existing pressure pipeline system is necessary to complete construction, conform to the following: City of Franklin will operate system at contractor's request. Confine requests to City of Franklin's normal working schedule. Do not operate controls or appurtenances.

#### C.4 Insulation for Pipe Frost Shield

To be performed according to the bid item Insulate Water Main (Granular Backfill), Item SPV.0090.01

#### **C.5 Thrust Restraint**

To be performed according to the Standard Specification for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW) and the City of Franklin Construction Specifications.

#### C.6 Tracer Wire

Provide for PVC and ductile iron pipe. Tracer wire shall be taped at the center and each end of each length of pipe. Run wire between access points and underground terminal points. Access boxes are not to be located in paved areas unless shown otherwise. For water main offsets, tracer wire shall be taped at the center and each end of length of pipe. Access boxes shall be placed at each end the tracer wire shall be extended along the length of the box, with 18 inches of excess wires within. Access points shall be at hydrants, curb boxes, and/or valve boxes as designated by the City of Franklin. At hydrants, install a 3-inch diameter PVC conduit with a cap and extend to 3 inches above surface; tracer wire to be pulled through conduit to surface where it is to be secured to the hydrant. At curb boxes, extend tracer wire for service to the top of the curb box and secure. At valve boxes, install a ½ inch diameter PVC conduit and extend to 6 inches below surface; tracer wire to be pulled through conduit to surface and secured.

Extend wire up to the surface at access points. Provide 18 inches of excess wire within the access container. At underground terminals, tracer wire is to be extended to terminal points of all services and main piping. Terminal points are at the end of new piping, including connection points to existing. A minimum of 2 feet of excess wire is to be looped at each terminal point. Ground all underground wire ends with 1 pound magnesium alloy anode ground.

Tracer wire shall be installed from the mainline to the hydrant. In the event the mainline does not have tracer wire, a ground rod shall be installed adjacent to the mainline, and one end of the tracer wire shall be connected to the ground rod. Tracer wire access risers shall be proved at all hydrants. Tracer wire shall extend up the access riser to the terminal bolts on the access box cover with 2 feet of extra wire stored in the access pipe. Tracer wires splices shall be completed with a waterproof splice connector.

If agreed upon by the City of Franklin prior to start of the project, the contractor may contract with the City of Franklin to perform the tracer wire continuity testing. It is the contractor's responsibility to coordinate testing with the City of Franklin.

#### C.7 Testing

#### C.7.1 General

Notify City of Franklin-Utility Department, Mike Roberts, (414) 421-2613, at least 36 hours prior to testing and when testing equipment is set up and ready. City personnel must be present for testing. Provide traffic control.

Perform testing in the presence of the project inspector. Provide access to equipment to enable the project inspector to monitor and record test results.

Clean pipelines of debris, soil, and construction material. Enable visual inspection of entire pipeline interior.

After correcting deficiencies, repeat tests until satisfactory test results are obtained.

#### **C.7.2 Continuity Testing**

If agreed upon by the City of Franklin prior to start of construction, arrangements may be made with the Franklin Utility Department to perform continuity testing. Coordinate testing with the Franklin Utility Department.

2040-14-70 75 of 85

Test on tracer wire. Provide a power source which transmits a measurable DC current the length of the tracer wire or of pipeline being tested. Take current readings with the test current "off", then "on" to differentiate between test current and stray current. If continuity is not achieved, make required repairs. Repeat testing until continuity is achieved.

#### C.7.3 Disinfection and Bacteriological Testing of Water Main

Provide disinfection and bacteriological testing for the following: New water main construction. When cutting into or repairing existing water mains. Redisinfect work until water samples are free of coliform bacteria contamination.

#### **Disinfection**:

Disinfect mains using 5-g calcium hypochlorite tablets or powder according to Section 4.3.12 and Chapter 4.16.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

#### Sampling:

The contractor shall take all necessary water samples and provide any equipment necessary. The contractor, accompanied by the project inspector (WisDOT) or their representative, shall deliver the samples to Northern Lake Service, 2420 N Grandview Blvd, Waukesha, WI 53188. Other testing labs must be approved by the City of Franklin Utility Department.

Disinfect following AWWA C651. Disinfect using the tablet method. Place 5-g calcium hypochlorite tablets in each pipe section. Determine the number of tablets per section of pipe by following table:

	Length of Pipe Section (feet)			
Pipe Diameter	13 or less	18	20	
(inches)	Number of 5-g Calcium Hypochlorite Tablets			
6	1	1	1	
8	1	2	2	
10	2	3	3	
12	3	4	4	
16	4	6	7	

Place one tablet in each hydrant, hydrant lead, and other appurtenance.

Attach tablets with a food-grade adhesive to the top inside surface of the pipe:

Use adhesive approved by USDA for contact with edible products. Adhesive: Permatex Form-A-Gasket No. 2, Permatex Clear RTV Silicone, or equal. Do not use Permatex Form-A-Gasket No. 1.

Fill main such that the water velocity within the main will not exceed 1 fps.

Water is to remain in the pipe for a minimum of 24 hours. If the water temperature is less than 41°F, the water is to remain in the pipe at least 48 hours.

Project inspector (WisDOT) or Franklin Utility Department representative must be present when samples are obtained.

#### Bacteriological Testing:

Take bacteriological samples at representative locations in each branch to establish that water mains are free of contamination. At least one bacteriologically safe sample from each location shall be obtained before the water mains are placed into service. Upon successful completion of disinfection and testing results, place the water main in service to maintain system pressure under direction of the Franklin Utility Department.

#### Procedures for Disinfecting Connections to Existing Mains:

The following procedures apply when existing mains are wholly or partially dewatered. Existing mains that are isolated by an existing valve require no disinfection. After completing appropriate procedures, existing mains may be returned to service prior to completing bacteriological testing to minimize disruption to service.

Apply liberal quantities of hypochlorite to wet trenches at or near the connection to the existing main.

2040-14-70 76 of 85

Swab the interior of pipe and fittings located between the connection to the existing main and the closest new valve (including connection pipe and fittings) with a one percent hypochlorite solution.

Flush the connection to the existing main, from both directions toward the connection if valve and locations permit, as soon as the connection has been completed and the nearest new valve installed and secured. Flush through the new main until discolored water is eliminated.

Should the water main connection be contaminated, the existing main and connection shall be disinfected by slug chlorination as follows: Continue to isolate the section of contaminated main. Shut off all service connections. Place hypochlorite tablets in the connection to the new main. Flush the main to remove particulates. Slowly dose the contaminated main with a 300-mg/l free chlorine concentration for a period of at least 15 minutes. Flush the main until the water is free of noticeable chlorine odor. Open service connections and return the main to service.

Take bacteriological samples to provide a record for determining the effectiveness of the procedure. Samples may be required from both sides of the connection.

If unsatisfactory tests are recorded, the City of Franklin Utility Department will determine the necessary corrective action. Take daily samples until two consecutive safe samples have been recorded.

Should any test prove unsatisfactory, the water main shall be sterilized by the contractor by such methods as they deem necessary, and samples taken until acceptable results are obtained.

#### Flushing:

Flush water mains, including dead end mains, hydrants, and services. Flush services with a minimum volume of water equivalent to the volume of the service pipe, until the water is clean. Convey water used for flushing or testing to a suitable discharge point without damage to crops, cropland, residential lawns, groomed ditches, and without disruption of farming operations. No flushing water may be discharged on farmlands. Use suitable methods for disposing of flushing water to prevent surface erosion. Provide temporary flushing hydrants as required.

#### **Swabbing Water Main:**

Disinfect piping installed outside of water main test segments by swabbing with a 1% hypochlorite solution and thoroughly flushing. Thoroughly swab the entire interior surfaces of pipes and fittings. The diameter of swabs used in pipes shall match the interior pipe diameter and provide resistance when swabbing. Swab pipes with a pumping motion with surfaces wiped several times.

#### Connection to Intersecting Mains:

Remove and replace sections of intersecting water mains as shown on the plans and as directed by the engineer. New intersecting mains will be installed at the grades shown on the plans or at the elevation of the existing main if no grade is designated. Install the intersecting main at a constant grade. Do not connect intersecting mains until after the main line has been tested and approved. Bleed off trapped air in intersecting mains by tapping when filling the main and/or through hydrants when flushing intersecting mains. It is not necessary to pressure test intersecting mains, however the intersecting main shall be subjected to line pressure and any defects repaired prior to backfilling. Intersecting mains shall be thoroughly flushed through the nearest hydrants prior to or when placing in service.

#### C.8 Backfill

Use granular material to backfill all trenches.

Mechanically compact trench backfill. Amend Section 2.6.14 of the Standard Specifications for Sewer & Water Construction as follows: Hand compaction is required in areas inaccessible to heavy equipment. The hand-compacted fill shall be compacted by directed power tampers or large diesel plate compactors. Provide compaction equipment and other grading equipment required to attain the specified compaction. Consolidate granular material by mechanical compaction using a backhoe boom-mounted compactor. Use a backhoe equal in reach to the backhoe used for excavating the trench, i.e., capable of reaching the bottom of the trench with no additional shelf excavation. Compact granular backfill in 18-inch maximum lifts, before compaction, except that the first lift shall be two feet in depth. Either a vibratory compactor or a compaction wheel is acceptable if the densities specified below can be achieved. Representative sample(s) of the prospective backfill material shall be collected from an independent testing agency and the maximum dry density/optimum moisture content of the fill material shall be calculated according to the modified Proctor methods (ASTM D1557).

2040-14-70 77 of 85

Compact to the following densities:

Granular backfill - Minimum of 95% modified Proctor density

Backfill trench to last pipe joint (not to exceed 10 feet) at the end of each work day.

Dispose of excess excavated material and refuse off-site. Construct and maintain effective drainage around spoil piles. Allow no water to be trapped and keep the construction area neat and orderly. Prevent refuse such as broken pipe, broken pavement, etc., from the spoil material.

#### C.9 Record Keeping

Measure and record following "Service locations and elevations" and "Main and fitting locations and elevations".

#### **D** Measurement

The department will measure 8-inch PVC Water Main (Granular Backfill), 20-inch Ductile Iron Water Main (Granular Backfill), and 6-inch PVC Hydrant Lead by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	8-inch PVC Water Main (Granular Backfill)	LF
SPV.0090.03	20-inch Ductile Iron Water Main (Granular Backfill)	LF
SPV.0090.04	6-inch PVC Hydrant Lead (Granular Backfill)	LF

Payment is full compensation for furnishing all equipment; excavation, excavation support, and equipment required for removal; dewatering; loading, hauling, and disposal of pipe materials and excavated materials; installation of water main pipe; installation of valves; connection to existing water main with fittings; backfill and compaction; surface restoration; removal and disposal of abandoned utility structures.

#### 69. Fiber Optic Warning Tape, Item SPV.0090.05.

#### **A** Description

This special provision describes furnishing and installing fiber optic warning tape above all conduit containing fiber optic cable.

#### **B** Materials

Provide underground warning mesh that is constructed of polypropylene and is fluorescent orange in color. Provide 6-inch detectable marking tape that has the words "Buried Fiber Optic Cable" and is orange in color.

#### **C** Construction

Lay underground warning mesh above all underground conduits, 12-inches below grade. The width of the warning mesh shall be the same as the width of the trench. Lay directly above the underground warning mesh, a 6-inch detectable marking tape that has the words "Buried Fiber Optic Cable" and is orange in color.

#### **D** Measurement

The department will measure Fiber Optic Warning Tape in length by the linear foot of tape, measured along the centerline of the conduit.

#### E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0090.05

Fiber Optic Warning Tape

LF

Payment is full compensation for furnishing and installing the marking tape; properly disposing of surplus materials.

2040-14-70 78 of 85

#### 70. Temporary Precast Trench Drain, Item SPV.0090.06.

#### **A** Description

This special provision describes providing a temporary precast trench drain systems as the plans show. Conform to standard spec 415 and 611 and as follows.

#### **B** Materials

#### **B.1 Documentation**

Submit manufacturer's specifications, certifications, and installation instructions for grates, frames, connections, and precast drain channel two weeks before placement for engineer approval.

#### **B.2 Frames and Grates**

Furnish frames and grates manufactured of ductile iron conforming to ASTM A536 and meets AASHTO HS-25 load ratings for heavy duty high speed traffic. Ensure that frames and grates are one piece anchored into the body of the line drain, except where the plans show removable grates.

For removable grates, provide a repetitive minimum pullout resistance of 340 pounds per foot of length after completion of 1,000 hours of salt spray testing according to ASTM B117. Match removable grates to their frames in pairs before delivery to the worksite. Ensure that grates fit into frames without rocking. Furnish corrosion resistant locking devices for removable grates.

Secure the trench drain system in concrete according to the manufacturer's specifications. Use concrete conforming to standard spec 415.2.1.

Furnish concrete curing compounds conforming to standard spec 415.2.4.

#### **B.3 Precast Drain Channel**

Furnish precast drain channel sections constructed of monolithic polymer concrete. Ensure that the interior surface of the channel is smooth below the level of the frame, grate, and associated connections. Use polymer concrete consisting of aggregate with either polyester resin or vinylester resin. Ensure that the polymer concrete conforms to the following:

Property	ASTM Test Method	VALUE	
Compressive Strength	C-579	12,000 psi minimum	
Tensile Strength	C-307	1,500 psi minimum	
Flexural Strength	C-580	3,000 psi minimum	
Moisture Absorption	C-140	5% max	
Chemical Resistance	C-267	Pass	
Freeze Thaw	C-666	1,600 minimum cycles without weight loss	

#### **C** Construction

Excavate trench channel to the lines and grades the plans show. Grade and compact the bottom of the trench to provide firm and uniform bearing throughout.

Install the trench drain channel, trench drain joints, and connections according to manufacturers' instructions. Install trench drains to the lines and grades the plans show. Securely join sections of the precast drain channel to prevent separation during backfilling. Connect to existing drainage facilities as the plans show before placing concrete backfill.

Place concrete in channel without floating or shifting the line drain and without concrete segregation. Secure the frames or the line drain wall into the concrete with steel anchoring rods. Ensure that concrete backfill is flush with the adjacent surfaces and with the drain's frame. Texture the surface of the concrete with a broom or burlap to produce a durable, skid-resistant surface.

#### **D** Measurement

The department will measure Temporary Precast Trench Drain by the linear foot, acceptably completed.

2040-14-70 79 of 85

#### E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.06
 Temporary Precast Trench Drain
 LF

Payment is full compensation for providing precast trench drain; for excavation; aggregate base materials; for concrete backfill; and for disposing of waste materials and restoring the site.

SER-611-002 (20180327)

#### 71. Wall Modular Block Gravity Landscape (STA 953+25), Item SPV.0165.01.

#### **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 Landscape Wall systems. Proprietary wall systems must conform to the requirements of this specification and be preapproved for use by the department's Bureau of Structures. The department maintains a list of preapproved proprietary wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section at the following email address: DOTDLStructuresFabrication@dot.wi.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 is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to standard spec 105.2 with electronic submittal to the fabrication library under standard spec 105.2.2. Certify that shop drawings conform to quality control standards by submitting department form DT2329 with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8  $\frac{1}{2}$  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

2040-14-70 80 of 85

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 of 8 inches. 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 or base aggregate leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a concrete leveling pad or base aggregate leveling pad. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

Concrete leveling pads shall be as wide as the proposed blocks plus 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.

Base aggregate leveling pads shall be as wide as the blocks plus 12 inches, and the modular blocks shall be centered on the leveling pad. The minimum thickness of the leveling pad shall be 12-inches after compaction. The leveling pad shall be made from base aggregate dense 1 1/4-inch in conformance with standard spec 305.

#### **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.

2040-14-70 81 of 85

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

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

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

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

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

For base aggregate leveling pad conform to item 305.0120 Base Aggregate Dense 1 1/4-Inch.

#### **B.3.2 Material Testing**

Provide independent quality verification testing of project materials according to the following requirements:

T4		Requirement		
Test	Method	Dry-cast	Wet-cast	
Compressive Strength (psi)	ASTM C140	5000 min.	4000 min.	
Air Content (%)	AASHTO T152	N/A	6.0 +/-1.5	
Water Absorption (%)	ASTM C140	6 max. <sup>[3]</sup>	N/A	
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 <sup>[1]</sup>	1.0 max. <sup>[2][3]</sup> 1.5 max. <sup>[2][3]</sup>	N/A	

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

The independent testing laboratory shall control and conduct all sampling and testing. Prior to sampling, the manufacturer's representative shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. At no expense to the department, the contractor shall remove all rejected blocks from the project. If a random sample of five blocks of any lot tested by the department fails to meet any of the above testing requirements, the entire lot will be considered non-conforming.

2040-14-70 82 of 85

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

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

The certified test report shall include the following:

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

Testing of project materials shall be completed not more than 18 months prior to delivery. Independent testing frequency shall not exceed 5000 blocks for dry-cast blocks and the lesser of 150 CY or one day's production for wet-cast blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department.

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

#### **B.3.3 Backfill**

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

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate 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.

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.

2040-14-70 83 of 85

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**

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.4 Geotechnical Information**

Geotechnical data to be used in the design of the wall is given on the wall plan.

#### **D** Measurement

The department will measure Wall Modular Block Gravity 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.0165.01Wall Modular Block Gravity Landscape (STA 953+25)SF

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

The department will pay separately for railings, and other items above the wall cap or coping. (20180523)

#### 72. Milling and Removing Temporary Joint, Item SPV.0195.01.

#### **A Description**

This special provision describes the milling of HMA temporary longitudinal or transverse joints including temporary wedge joints as the plans show and as follows.

#### **B** Vacant

#### **C** Construction

Prior to placement of abutting HMA, mill temporary joints as the plans show or as the engineer directs. Thoroughly clean the milled surface and completely remove all millings and dispose off the project site. The millings become property of the contractor.

#### **D** Measurement

The department will measure Milling and Removing Temporary Joint by the ton, acceptably removed.

2040-14-70 84 of 85

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0195.01 Milling and Removing Temporary Joint TON

Payment is full compensation for milling, removing, sweeping, cleaning, and disposing of materials.

SER-204-008 (20170516)

2040-14-70 85 of 85

# 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:

point of initial hire as a TrANS program placement.

On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
 Eligibility and Duration: To the employing contractor, for up to 2000 hours from the

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>15</u> (*number*) TrANS Graduate(s) be utilized on this contract.

2) On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>6</u> (number) TrANS Apprentice(s) be utilized on this contract.

3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

- 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: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx</a>

#### 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.
- Supplier: A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the
  materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold
  or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

#### 2. WisDOT DBE Program Compliance

#### a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time
  of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday)
   OR
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit.
   Instructions for eSubmit.

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

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

#### b. Verification of DBE Commitment

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

#### (1) DBE Goal Met

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

#### (2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
  - 1. Approve the request (adequate documentation of GFE has been submitted) no conditions placed on the contract with respect to the DBE Commitment;
  - 2. *Deny* the request (inadequate documentation of GFE has been submitted) the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

#### 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): <a href="https://www.bidx.com/wi/main">https://www.bidx.com/wi/main</a>, postal mail, email, fax, and phone.
  - a. Contractors must ask DBE firms for a response in their solicitations. See Sample Contractor Solicitation Letter, Appendix B. This letter may be included as an attachment to the sub-quote request.
  - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
  - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
  - a. Email to all prospective DBE firms in relevant work areas
  - b. Phone call log to DBE firms who express interest via written response or call
  - c. Fax/letter confirmation
  - d. Signed copy of record of subcontractor outreach effort

#### b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
  - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
  - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, a discussion between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
    - a In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
    - 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.
- Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D - Good Faith Effort Evaluation Measures and Appendix E - Good Faith Effort Best Practices.

- c. Requesting Good Faith Effort Evaluation At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:
  - (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
  - (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
  - (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
  - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
  - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
  - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
  - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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).

Additional resources for demonstrating and tracking good faith effort can be found on the "Contracting with a DBE" webpage in the <u>ASP-3 and Good Faith Effort Guidance</u> section.

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

#### 6. Counting DBE Participation

#### **Assessing DBE Work**

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

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- **d.** The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- **h.** See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

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

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

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

#### 7. Credit Evaluation for Trucking

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

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) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

- and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
  - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) 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?
- (5) 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.
  - i. To ensure that the appropriate credit is assigned, follow the procedure below:
    - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE\_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
    - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
    - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
    - d. The full value of the original invoice submitted to the DBE Office, above in (1)
    - e. The amount of material or product used on this project
    - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
  - ii. DBE Office Process (Applies only to bulk purchases)
    - Supply/Commodity commitment is received
    - Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
    - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
    - d. Engineer informs contractor when full amount of bulk purchase has been applied

#### 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:
    - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

#### c. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

• A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

#### d. Evaluation and Response to the Request

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

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

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

#### e. DBE Utilization beyond the approved DBE Commitment

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

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

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

#### Special note on trucking

- DBE truckers added to the sublets in CRCS will be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- DBE truckers need to be added to the DBE commitment once. If the DBE trucker is on the initial commitment (DT1506/E1506) there is no requirement to submit another Attachment A for that trucker for that contract.

#### 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.
- **d**. Offsite Hauling when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment
  - (1) Indicate Offsite Hauling on Attachment A
  - (2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)
  - (3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log
  - (4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

#### 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

A joint venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. If a DBE performs as a participant in a joint venture, the Department will only credit 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.

#### 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.
  - (1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and
  - (2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.
- **c.** A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.
- **d.** 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 <u>Application to Use</u> <u>Joint Checks</u> after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
  - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
  - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

#### 15. Payment

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

# Appendix A Substantive Conversation Guidelines

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

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

- 1. Determine DBE subcontractor's interest in quoting
- 2. 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.
- 3. Assess their interest and experience in the road construction industry by asking questions such as:
  - Have you competed for other WisDOT contracts? Ratio of competed/to wins
  - Have you performed on any transportation industry contracts (locally or with other states)?
  - What the largest contract you've completed?
  - Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
  - Does this project fit into your schedule? Are you working on any contracts now?
  - Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
  - What region do you work in? Home base?
  - Which line items are you considering?
  - Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
  - 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 formatting requirement)

#### DBE Solicitation - [Month] [Day], [Year] WisDOT Bid Letting

- Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.
- **Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.
- Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: <a href="Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov">Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov)</a>. This same website can be checked for the contract status.
- **What should your quote include?** All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.
- **Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials?** We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

#### When are quotes due?

- [Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.
- Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

#### Why partner with [Prime Contractor]?

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

Please check all that apply:

Signs/Posts/Markers

Survey/Staking

Yes, we will be quoting the projects & items listed below

Please take our name off your monthly DBE contact list

No, we are not interested in quoting on the letting or its items referenced below

## **Sample Contractor Solicitation Letter Page 2**

(This sample is provided as a guide, not a formatting requirement)

REQUEST FOR QUOTE

# [Prime Contractor] Letting Date: [Month] [Day], [Year] Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)

rime Contractor Contact:	DBE:	
none:		
mail:		
Please circle the proposals an	nd items you will be quoting below and	d contact us with any question
Proposal	1	6
County	Dane County	Crawford County
Clearing & Grubbing	X	Х
Dump Truck Hauling	X	Х
Curb/Gutter/Sidewalk	X	
Erosion Control Items		Х
Excavation	X	Х
Pavement Marking		Х
Traffic Control	X	
Sawing	X	Х
QMP, Base		Х
Pipe Underdrain	X	
Landscape		Х
Beam Guard	X	
Electrical	X	

Again, please make every effort to have your quotes into our office by time deadline prior to the letting date.

X

X

#### Sample Contractor Solicitation Email - Simplified

(This sample is provided as a guide, not a formatting requirement)

#### **ATTENTION DBEs**

- [Prime Contractor] specializes in municipal projects in the XX Region(s)
- We have successfully competed for and completed XX WisDOT projects over the past XX years
- Consider [Prime Contractor] your partner on WisDOT Projects

[Prime Contractor] is seeking <u>your</u> subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:

Project	Proposal	County	Region
1234-56-00	2	Dane	SW
1234-01-78	6	Crawford	SW

- Please review the attachments [attach Solicitation Letter] and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by <u>date</u>. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. (Include if your company is willing to answer these types of DBE questions)
- o Plans and Specifications can be found: WisDOT HCCI Website: List webpage where plans are located
- If you do choose to quote, please make every effort to have your quote into our office by <u>time and date</u>.
   Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.
   Our office hours are 7:30 a.m. 5:00 p.m.

Thank you - we look forward to working with your company on this project!

Prime Contractor Project Manager

Direct: 414-555-555 Cell: 414-555-556

# Sample Contractor Solicitation Email to non-DBE WisDOT Subcontractors - Simplified

(This sample is provided as a guide, not a formatting requirement)

#### **ATTENTION WISDOT SUBCONTRACTORS**

[Prime Contractor] is considering bidding on the below projects for the XX/XX/20XX WisDOT Bid Letting:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	sw	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to <u>solicit and utilize</u> DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by <u>time and date.</u> Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.

Prime Contractor Project Manager Direct: 414-555-5555 Cell: 414-555-5566

# 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 help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE\_Alert@dot.wi.gov to request an account. **DBE firms can:** 

- 1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
- 2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes. c. Add attachments to a sub-quote.
- 3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
- 4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
  - c. Add attachments to a sub-quote.
  - d. Add unsolicited work items to sub-quotes that you are responding to.
- 5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime.
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
- 6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.

#### **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.

## **GFE Evaluation Rubric – Phase 1 – Initial Review**

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.  Such as: Updated solicitation letter and email, timely		
	solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)		
Selected Work Items Documentation	All work items are broken out into economically feasible units to facilitate DBE participation.		
	Such as: Selected work items are specific to each proposal and clearly identified in all solicitation(s)		
Documentation of Project Information provided to Interested DBEs	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.		
	Such as: Project information is clearly identified in all solicitation(s)		
Documentation of Negotiation with Interested DBEs	Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.		
	Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation		
Documentation of Sound Reason for Rejecting DBEs	Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.		
	Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	Documented assistance in both solicitation(s) and outreach to DBEs.		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	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 participation in activities that support DBE business development.		
	Such as: Variety of activities that translate into meaningful DBE participation		
Documentation of other GFE activities	Such as: Used DT1202 Excel Workbook, Diversity & Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation		
Overall Demonstration of GFE			

#### GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

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

#### GFE EVALUATION - PHASE 2 - Team Review

#### **GFE Team completes:**

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning 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 constitute final GFE determination

#### **Rating Scale:**

#### GFE Approval:

Bona Fide = 6 or more categories color coded green.

Genuine effort characterized by sincere and earnest activities - "Solicitation" and "Sound Reasoning" must be green

#### GFE Approval:

Sufficient = 5 or more categories color coded green or yellow

Adequate effort documented with a variety of quality activities – "Solicitation" and "Sound Reasoning" must be green or yellow

#### GFE Denial:

Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

#### **Green = Exceeds expectations**

Yellow = Meets expectations

Red = Areas in need of attention and/or absence of documentation

See OBOEC Rubric Analysis Feedback

#### 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

GFE RUBRIC ANALYSIS				
OBOEC DECISION	APPROVAL OR DENIAL			
Prime Contractor				
Proposal				
Project				
Bid Letting				
DBE Goal Amount				
DBE Goal Amount Achieved				
Bid Analysis				
Goal %	Achieved %			
Apparent Low Bidder	%			
Bidder B				
Bidder C				
Average of OTHER Bidders (Not including Apparent Low Bidder)				
DBE Quotes Received				
DBE Quotes Awarded				
DBE Quote(s) Rejected	Rejected Quote Analysis			
DBE Quote(s) Awarded	Awarded DBE Amount			

# 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

### Official Form DT1506 can be found here: https://wisconsindot.gov/Documents/formdocs/dt1506.pdf

COMMITMENT TO SU			er-			Departme		sportation
DT1506 12/2021 s.84.06(2)			0.50	Project ID: Proposal #				
Prime Contractor: County:				Letting Date:				
This contract requires that a spec	rified percentage	of the work be subcontra	cted to a	Total \$ Value of				
disadvantaged business enterprised described in ASP-3. The submitts	se and that this i	nformation be submitted a	as utes vour	Prime Contract:  DBE Contract Go	_ <u>\$_</u> nal:	%		
DBE commitment. Include Attach	ment A for DBE	s included on commitmen	t.	DBE Goal Achiev	-	0.00%		
This form must be complete	d and returne	d for this proposal. S						
1. DBE Firm	2. Work or Ite	ms to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE I Subcont		6. DBE / for Cred	
				O# L#				
				O# L#				
				O# L#				
				O# L#				
				0#				
				L# O#				
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Government L Approved Ar	nounts							
A =   \$ V =   \$	%		8	Prime Representa	tive Siar	nature 9 F		
Total = \$	%			i inne Nepresenta	ave Sigi	iature ox L	/ate	
Signature:				0 900000 00000 00000	6.00	45 7500		
Date: Good faith effort approved:	Yes □ N	o □ <b> </b>		DBE Office Signat	ure & Da	ate Appro	ved	

1

## 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	an one)	
Type of Work or Type of Mate	erial Supplied:				
Total Subcontract Value:			Total DBE Credit Value:		
		Prime	e Contractor Representative's Sigr	ature	
FOR PRIME CONTRACTORS O	ts with the participating	Prime	e Contractor Representative's Nan	ne (Print Nam	ne)
	DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed		Prime Contractor (Print Company Name)		
		Date			
FOR PARTICIPATING DBE FIR	s with the Prime	Parti	cipating DBE Firm Representative	s Signature	Date
Contractor or the Hiring Contract work or supply the material indic subcontract value listed above.		Participating DBE Firm Representative's Name (Print Name)			
FOR DBE TRUCKING FIRMS O	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:		
# Owned Trucks	# Leased Trucks		# DBE-Owned Leased Trucks	00 00000	-DBE-Owned sed Trucks
Off site Hauling					



#### DOCUMENTATION:OF:GOOD:FAITH:EFFORT:

Wisconsin-Department-of-Transportation DT1202......3/2020

+

Project ID	Proposal-No.	Letting
Prime Contractor		County
Person Submitting Document		Telephone-Number
Address		Email-Address

All-bidders-must-undertake-necessary-and-reasonable-steps-to-achieve-the-assigned-DBE-contract-goal-per-federal-regulatory-guidance-at-49-CFR-Part-26.-Bidders-use-this-form-to-document-all-efforts-employed-to-meet-the-assigned-goal-as-a-record-of-contractor-good-faith-efforts-(GFE).-Refer-to-ASP3-or-49-CFR-Part-26-for-guidance-on-actions-that-demonstrate-good-faith-effort.

It is critical to list-all-efforts, attach-documentation, and follow the instructions to complete this submission.

Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit-good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

#### 1.→ Solicitation Documentation:

- a. Purpose: To identify all-reasonable and available activities the bidder-performed to solicit the interest of all-certified DBEs who have the capacity and ability to perform work on the project. All-solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask-questions.
- b. Action: Identify and list-all-activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid-meetings; networking events; market-research; advertising.

#### 2.→ Selected·Work·Items·Documentation:

- a.→ Purpose: To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur-even when you prefer to perform the work yourself.
- b. Action: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

#### 3.→ Documentation of Project Information provided to Interested DBEs:

- a.→ Purpose: To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b.→ Action: Provide DBEs · access · to · plans, · specifications, · and · other · contract · requirements . · Early · solicitation · allows · ample · opportunity · to · provide · project · information, · links · to · Let · advertisements, · and · substantive · engagement · with · DBEs.

#### 4.→ Documentation of Negotiation with Interested DBEs:

- a.→ Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.
- b. Action: Provide-sufficient evidence to demonstrate that good-faith negotiations took-place. Merely-sending-out-solicitations requesting-bids from DBEs does not constitute sufficient good-faith efforts. A bidder using good-business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

#### 5.→ Documentation·of·Sound·Reason·for·Rejecting·DBEs:

- a.→ Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.
- b. Action: Provide-sufficient-evidence to demonstrate that DBE-was rejected for sound reasons such as past-performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

#### 6.→ Documentation·of·Assistance·to·Interested·DBEs-·Bonding,·Credit,·Insurance,·Equipment,· Supplies/Materials:·

- a.→ Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.
- b. Action: Assist-interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

## 7.→ Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

- a.→ Purpose: To effectively use the services of minority, women, and community organizations as well as contractors groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.
- b.→Action: Contact-organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to: Wisconsin-Department of Transportation DBE-Program-Office PO-Box-7965 Madison, WI-53707-7965 DBE\_Alert@dot.wi.gov

I-certify-that-I-have-utilized-comprehensive-good-faith-efforts-to-solicit-and-utilize-DBE-firms-to-meet-the-DBE-participation-requirements-of-this-contract-proposal, as-demonstrated-by-my-responses-and-as-specified-in-Additional-Special-Provision-3-(ASP-3).  I-certify-that-the-information-given-in-the-Documentation-of-Good-Faith-Efforts-is-true-and-correct-to-the-best-of-my-knowledge-and-belief  I-further-understand-that-any-willful-falsification,-fraudulent-statement,-or-misrepresentation-will-result-in-appropriate-sanctions,-which-ma							
involve debarment and/or prosecution under applicable state (Trans	s-504) and Federal laws.						
	(Bidder/Authorized Representative Signature)						
	00000						
	(Print-Name)						
	99 99 9						
	(Title)						

#### Good·Faith·Effort·-·Sample·Documentation·Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email-communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

#### SOLICITATION·LOG-

Date	Activity	Name-of-DBE-Solicited	Follow-up
4/1/2020	Sent-May-Let-solicitation	Winterland Electric	Spoke-with-Mark-Winterland-on-4/15/20-to-ask-if- he-would-quote-

#### SELECTED WORK-ITEMS-SOLICITED LOG

Work-Type	DBE-Firm	Contact-Person	Date	Contact·Mode
Payament Madrine	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		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: https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx

#### **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.

#### **Acceptance and Final Payment**

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

## ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

#### **A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

#### **B** Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

#### C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$2.70 per gallon.

#### D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \mathop{\mathbf{c}}_{\mathbf{c}}^{\mathbf{E}FI} - \mathop{\mathbf{c}}_{\mathbf{z}}^{\mathbf{O}} Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

Where FA = Fuel Cost Adjustment (plus or minus)

CFI = Current Fuel Index BFI = Base Fuel Index

Q = Monthly total gallons of fuel

#### **E** Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

# Additional Special Provision 6 ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

#### 416.2.4 Concrete Pavement Repair and Replacement

Replace the entire text with the following effective with the November 2022 letting:

- (1) Except as specified in 416.3.6 for inlaid rumble strips, use grade C concrete as specified in 501.
- (2) The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi.

#### 416.2.5 Special High Early Strength Concrete Pavement Repair and Replacement

#### 416.2.5.1 Composition and Proportioning of Concrete

Replace paragraph one with the following effective with the November 2022 letting:

(1) For the concrete mixture, use a minimum of 846 pounds of cementitious material per cubic yard of concrete. The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

#### 455.2.4.3 Emulsified Asphalts

Replace paragraph one with the following effective with the November 2022 letting:

(1) Furnish material conforming, before dilution, to the following:

Anionic emulsified asphalts <sup>[1]</sup>	AASHTO M140
Cationic emulsified asphalts <sup>[1]</sup>	AASHTO M208
Polymer-modified cationic emulsified asphalts	AASHTO M316

[1] Non-tracking emulsified asphalts shall conform to TABLE 455-1 for the type and grade specified.

TABLE 455-1 Requirements for Non-Tracking Emulsified Asphalt

PRODUCT	ANTT	CNTT
Saybolt Viscosity at 77°F (25°C), (AASHTO T 59), SFS	15-100	15-100
Paddle Viscosity at 77°F (25°C), (AASHTO T 382), cPs <sup>[1]</sup>	30-200	30-200
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max	1 max
Residue by Distillation, 500 $\pm$ 10 °F (260 $\pm$ 5 °C), or Residue by Evaporation, 325 $\pm$ 5 °F (163 $\pm$ 3 °C), (AASHTO T 59), %	50 min	50 min
Sieve Test, No. 20 (850 μm), (AASHTO T 59), %	0.3	0.3
Penetration at 77°F (25°C), 100 g, 5 sec, (AASHTO T 49), dmm	10-40	10-40
Ash Content, (AASHTO T 111), %	1 max	1 max
Solubility in Trichlorethylene Test, (AASHTO T 44)[2]	97.5% min	97.5% min

<sup>[1]</sup> Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).

#### 455.2.5 Tack Coat

Replace paragraph one with the following effective with the November 2022 letting:

(1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, ANTT, CNTT, or modified emulsified asphalt with an "h" suffix, unless the contract specifies otherwise.

<sup>[2]</sup> The solubility in Trichlorethylene test (AASHTO T 44) may be run in lieu of Ash Content (AASHTO T 111).

#### 710.5.7 Corrective Action

#### 710.5.7.1 Optimized Aggregate Gradations

Replace paragraph one with the following effective with the November 2022 letting:

- (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, notify the other party immediately and do one of the following:
  - Perform corrective action documented in the QC plan or as the engineer approves. Continue with the following:
    - 1. Document and provide corrective action results to the engineer as soon as they are available.
    - 2. Department will conduct two tests within the next business day after corrective action is complete.

If blended aggregate gradations are within the tarantula curve limits by the second department test:

- Continue with concrete production.
- Include a break in the 4-point running average.
- For Class I Pavements: The 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.
- If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract requires an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit a new optimized aggregate gradation mix design.
- If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract does not require an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit either a new optimized aggregate gradation mix design or a combined aggregate gradation mix design.
- Submit a new optimized aggregate gradation mix design and perform the following:
  - 1. Restart control charts for the new mix design.
  - 2. Amend contractor Quality Control Plan

#### 715.5 Payment

Replace the entire text with the following effective with the November 2022 letting:

#### 715.5.1 General

(1) The department will pay incentive for concrete 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) 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 department will adjust pay for each lot using PWL of the 28-day sublot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
  - Compressive strength of 3700 psi for pavements.
  - Flexural strength of 650 psi for pavements.
  - Compressive strength of 4000 psi for structures and barrier.
- (5) 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.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) 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 Pavements

#### **715.5.2.1 Compressive**

(1) The department will adjust pay for each lot using equation "QMP 3.01" as follows:

Percent within Limits (PWL)

>= 95 to 100

(0.1 x PWL) – 9.5

>= 85 to < 95

>= 30 to < 85

(1.5/55 x PWL) – 127.5/55

-1.50

- (2) The department will not pay incentive if the lot standard deviation is greater than 400 psi compressive.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 3700 psi compressive by \$1.50 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

#### 715.5.2.2 Flexural

(1) The department will adjust pay for each lot using equation "QMP 6.02" as follows:

Percent within Limits (PWL)

>= 95 to 100

>= 85 to < 95

>= 50 to < 85

< 50

Pay Adjustment (dollars per square yard)

(0.2 x PWL) – 19

(2.0/35 x PWL) – 170/35

-2.00

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi flexural.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 650 psi flexural by \$2.00 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

#### 715.5.3 Structures and Cast-in-Place Barrier

(1) The department will adjust pay for each lot using equation "QMP 2.01" as follows:

Percent within Limits (PWL)

>= 99 to 100

>= 90 to < 99

>= 50 to < 90

<p>(7/8 x PWL) – 78.75
-35

- (2) The department will not pay incentive if the lot standard deviation is greater than 350 psi.
- (3) For lots with less than 4 sublots, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 4000 psi by \$35 per cubic yard.

#### **ADDITIONAL SPECIAL PROVISION 7**

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

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

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

https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf

#### **ADDITIONAL SPECIAL PROVISION 9**

#### **Electronic Certified Payroll or Labor Data Submittal**

- (1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:
  - https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a>. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:
  - https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### **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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

- 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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).
- 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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.
- 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

# **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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, 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 Administrator for determination. The 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** (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records (29 CFR 5.5)

- 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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (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 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 18 U.S.C. 1001 and 31 U.S.C. 231.
- 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 (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.
- **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 as provided in 29 CFR 5.5.
- **9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

- 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

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.
- 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 currently provided in 29 CFR 5.5(b)(2)\* 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. 29 CFR 5.5.
- \* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

- 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 paragraphs 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. 29 CFR 5.5.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

- equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

# **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 Part 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. 23 CFR 635.108.
- 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 Part 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). 29 CFR 1926.10.
- 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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

# 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. 2 CFR 180.220 and 1200.220

# 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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.
- 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, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.
- 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. 2 CFR 180.220 and 180.300.
- 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>). 2 CFR 180.300, 180.320, and 180.325.
- 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 CFR 180.325.

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# 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 CFR 180.335;.

- (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, 2 CFR 180.800;
- (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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

# 3. 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). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.
- 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, Subpart I, 180.900 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.
- 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. 2 CFR 180.220 and 1200.220.
- 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 System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- 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. 2 CFR 180.325.

\* \* \* \* \*

# 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:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355:
- (b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

- 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.

#### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.
- 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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) 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, subrecipients 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).

# 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	<u>%</u>	County	%
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.

# 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.

# **BUY AMERICA PROVISION**

Buy America (as documented in M-22-11 from the Office of Management and Budget: <a href="https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf">https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf</a>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

# 1. Iron and Steel

All iron and steel manufacturing and coating processes (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 the iron and steel manufacturing and coating processes Buy America 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.

# 2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983, and are currently exempt from Buy America.

# 3. Construction Material

All construction materials (as defined in OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

The contractor shall take actions and provide documentation conforming to CMM 228.5 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 iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

Attach a list of iron or steel exemptions and their associated costs to the certification form.

# 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: WI20230010 06/23/2023

Superseded General Decision Number: WI20220010

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 \$16.20 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 2023.

|If the contract was awarded on|. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$12.15 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 2023.

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 http://www.dol.gov/whd/govcontracts.

1	01/13/2023
2	01/20/2023
3	03/31/2023
4	04/07/2023
5	05/26/2023
6	06/02/2023
7	06/16/2023
8	06/23/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 37.96	25.13
BRWI0002-002 06/01/2022		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIES	
	Rates	Fringes
BRICKLAYER	\$ 45.87	23.91
BRWI0002-005 06/01/2022		

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	.\$ 38.81	23.94
BRWI0003-002 06/01/2021		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE,	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 37.03	24.95
BRWI0004-002 06/01/2022		
KENOSHA, RACINE, AND WALWORTH COL	JNTIES	
	Rates	Fringes
BRICKLAYER	•	26.01
BRWI0006-002 06/01/2022		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates Fringes

BRICKLAYER	\$ 38.26	24.83
BRWI0007-002 06/01/2022		
GREEN, LAFAYETTE, AND ROCK COUNTI	ES	
	Rates	Fringes
BRICKLAYER		25.52
BRWI0008-002 06/01/2022		
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA COUI	NTIES
	Rates	Fringes
BRICKLAYER	\$ 44.08	24.42
BRWI0011-002 06/01/2022		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN CO	OUNTIES
	Rates	Fringes
BRICKLAYER	\$ 38.00	25.09
BRWI0019-002 06/01/2022		
BARRON, BUFFALO, BURNETT, CHIPPEW PIERCE, POLK, RUSK, ST. CROIX, SA		
	Rates	Fringes
BRICKLAYER	\$ 37.36	25.73
BRWI0034-002 06/01/2022		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 39.56	25.22
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE (W. 35, 48 & 65), AND ST. CROIX (W. c		
	Rates	Fringes
Carpenter & Piledrivermen		
		27.05
CARP0264-003 06/01/2016		
KENOSHA, MILWAUKEE, OZAUKEE, RACI		
KENOSHA, MILWAUKEE, OZAUKEE, RACI		
KENOSHA, MILWAUKEE, OZAUKEE, RACI	:NE, WAUKESHA, AI Rates	ND WASHINGTON

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon, Oneida, Shawano, Taylor and Vilas

	Rates	Fringes
CARPENTER	•	26.12 25.96
CARP0314-001 06/05/2022		

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Walworth

	Rates	Fringes	
CARPENTER	\$ 36.80	26.12	
Piledriver	\$ 37.37	25.96	
CARP0361-004 05/01/2018			-

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	.\$ 36.15	20.43
CARP0731-002 06/05/2022		

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc and Sheboygan

	Rates	Fringes
CARPENTERPiledriver	•	26.12 25.96

CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes
CARPENTER	•	26.12
Piledriver	\$ 37.37	25.96 
CARP0955-002 06/01/2022		

Calumet (western portion of County), Fond Du Lac, Green Lake, Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER		26.12 25.96
CARRAGE 002 06 /05 /2022		

CARP1056-002 06/05/2022

Rates Fringes

MILLWRIGHT	\$ 38.00	26.78

CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes	
CARPENTERPILEDRIVER	•	26.12 25.96	
			-

CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes
CARPENTER	\$ 36.80	26.12
PILEDRIVER	\$ 37.37	25.96

CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes	
CARPENTER		26.12 25.96	

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

Rate	es	Fringes
PILEDRIVERMAN		
Zone A\$ 31.	.03	22.69
Zone B\$ 31	.03 	22.69

ELEC0014-002 12/25/2022

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:	\$ 39.25	22.34

ELEC0014-007 05/29/2022

REMAINING COUNTIES

Rates Fringes

Teledata System Installer Installer/Technician.....\$ 29.63
3%+16.18

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 06/01/2021

KENOSHA COUNTY

Rates Fringes Electricians:.....\$ 43.16 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: Flectrical contracts over		
\$180,000 Electrical contracts under	.\$ 33.94	21.80
\$180,000	.\$ 31.75	21.73

ELEC0242-005 05/30/2021

	Rates	Fringes	
Electricians:	\$ 41.37	69.25%	
ELEC0388-002 05/30/2021			

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:	\$ 36.22	26%+11.24
* ELEC0430-002 06/01/2023		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:	\$ 46.70	25.02
ELEC0494-005 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:	\$ 46.38	25.86
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 05/29/2022		

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	\$ 22.39	18.80
Technician	\$ 33.19	21.12

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual

nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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# ELEC0577-003 06/01/2022

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:	.\$ 37.41	29.50%+10.00
ELEC0890-003 06/01/2022		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes	
Electricians:	\$ 40.70	25.95%+11.26	
ELEC0953-001 06/02/2019			

Fringes Rates Line Construction: (1) Lineman....\$ 47.53 21.43 (2) Heavy Equipment Operator....\$ 42.78 19.80 (3) Equipment Operator.....\$ 38.02 18.40 (4) Heavy Groundman Driver..\$ 33.27 16.88 (5) Light Groundman Driver..\$ 30.89 16.11 (6) Groundsman....\$ 26.14 14.60

ENGI0139-005 06/01/2023

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 43.77	27.40
Group 2	\$ 43.27	27.40
Group 3	\$ 42.77	27.40
Group 4	\$ 42.51	27.40
Group 5	\$ 42.22	27.40
Group 6	\$ 36.32	27.40

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 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.

TRONIGORO GO2 GC /12 /2022

MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes IRONWORKER.....\$ 41.00 28.95 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 06/05/2022 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.....\$ 39.00 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 IRON0512-008 05/01/2022 BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 41.00 33.11

IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 36.94	33.11

LAB00113-002 06/01/2023

#### MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group	1\$ 33.56	23.86
Group	2\$ 33.71	23.86
Group	3\$ 33.91	23.86
Group	4\$ 34.06	23.86
Group	5\$ 34.21	23.86
Group	6\$ 30.05	23.86

# 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

LABO0113-003 06/01/2023

# OZAUKEE AND WASHINGTON COUNTIES

	F	Rates	Fringes
LABORER			
	1\$	32.81	23.86
Group	2\$	32.91	23.86
Group	3\$	32.96	23.86
Group	4\$	33.16	23.86
Group	5\$	33.01	23.86
Group	6\$	29.90	23.86

# LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and

Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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# KENOSHA AND RACINE COUNTIES

		Rates	Fringes
LABORER			
Group	1	.\$ 32.62	23.86
Group	2	.\$ 32.77	23.86
Group	3	.\$ 32.97	23.86
Group	4	.\$ 32.94	23.86
Group	5	.\$ 33.27	23.86
Group	6	.\$ 29.76	23.86

# LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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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,

<sup>\*</sup> LAB00113-011 06/01/2023

<sup>\*</sup> LAB00140-002 06/01/2023

OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group	1\$ 37.57	19.25
Group	2\$ 37.67	19.25
Group	3\$ 37.72	19.25
Group	4\$ 37.92	19.25
Group	5\$ 37.77	19.25
Group	6\$ 34.20	19.25

# LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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# DANE COUNTY

		Rates	Fringes
LABORER			
Group	1\$	37.85	19.25
Group	2	37.95	19.25
Group	3	38.00	19.25
Group	4	38.20	19.25
Group	5\$	38.05	19.25
Group	6\$	34.20	19.25

# 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

<sup>\*</sup> LAB00464-003 06/01/2023

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 05/01/2023 ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES Rates Fringes Painters: New: Brush, Roller..... \$ 34.59 24.84 Spray, Sandblast, Steel....\$ 35.19 24.84 Repaint: Brush, Roller..... \$ 33.09 24.84 Spray, Sandblast, Steel....\$ 33.69 24.84 PAIN0108-002 06/01/2022

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F	Rates	Fringes
Painters:		
Brush, Roller\$	39.60	21.79
Spray & Sandblast\$	40.60	21.79
PAIN0259-002 05/01/2008		

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,

SAWYER, ST. CROIX, AND WASHBURN COUNTIES

PAINTER.....\$ 24.11

Fringes Rates

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND **VERNON COUNTIES** 

Rates Fringes PAINTER.....\$ 22.03 PAIN0781-002 06/01/2022

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

12.15

Painters:		
Bridge		24.80
BrushSpray & Sandblast		
		24.00
PAIN0802-002 06/01/2021		
COLUMBIA, DANE, DODGE, GRANT, CROCK, AND SAUK COUNTIES	GREEN, IOWA, L	AFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER		
Brush	\$ 29.98	18.78
PREMIUM PAY: Structural Steel, Spray, Brid hour.	dges = \$1.00	additional per
PAIN0802-003 06/01/2022		
ADAMS, BROWN, CALUMET, CLARK, ELAKE, IRON, JUNEAU, KEWAUNEE, ELMARATHON, MARINETTE, MARQUETTE, OUTAGAMIE, PORTAGE, PRICE, SHAWAUSHARA, WAUPACA, WINNEBAGO, A	ANGLADE, LINC MENOMINEE, NANO, SHEBOYG	OLN, MANITOWOC, OCONTO, ONEIDA, AN, TAYLOR, VILAS,
	Rates	Fringes
DATNER	d 24 60	40.04
PAINTER		18.94
PAIN0934-001 06/01/2022		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
	Races	11 Inges
Painters:		
Brush		24.69 24.69
SprayStructural Steel		24.69
PAIN1011-002 06/06/2021		
FLORENCE COUNTY		
	Rates	Fringes
Painters:		14.38
PLAS0599-010 06/01/2021		
	D	F
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1		20.87
Area 2 (BAC)		23.80
Area 3		22.46
Area 4	•	22.66
Area 5Area 6		22.98 26.36
Aled U	р 34.94	20.30

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,	\$ 32.57	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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- a 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"				

# 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.







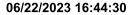
Page 1 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	1.000 EACH	·	
0004	201.0105 Clearing	38.000 STA		
0006	201.0205 Grubbing	38.000 STA		·
8000	201.0210 Grubbing	2,727.000 SY		<u> </u>
0010	203.0100 Removing Small Pipe Culverts	2.000 EACH	·	
0012	204.0100 Removing Concrete Pavement	55,655.000 SY		·
0014	204.0120 Removing Asphaltic Surface Milling	3,361.000 SY		
0016	204.0150 Removing Curb & Gutter	1,805.000 LF		·
0018	204.0155 Removing Concrete Sidewalk	1,842.000 SY		
0020	204.0165 Removing Guardrail	1,857.000 LF	·	
0022	204.0185 Removing Masonry	2.000 CY		
0024	204.0195 Removing Concrete Bases	32.000 EACH		·
0026	204.0210 Removing Manholes	24.000 EACH		·
0028	204.0215 Removing Catch Basins	3.000 EACH		·
0030	204.0220 Removing Inlets	49.000 EACH	·	<u> </u>
0032	204.0245 Removing Storm Sewer (size) 01. 12-Inch	2,302.000 LF		







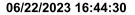
Page 2 of 20

Federal ID(s): WISC 2023580

**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) 02. 15-Inch	103.000 LF	·	·
0036	204.0245 Removing Storm Sewer (size) 03. 18-Inch	784.000 LF	·	
0038	204.0245 Removing Storm Sewer (size) 04. 30-Inch	185.000 LF	·	·
0040	204.0245 Removing Storm Sewer (size) 05. 36-Inch	2,425.000 LF	·	
0042	204.0246 Removing Ancillary Structure (structure) 01. S-40-780	1.000 EACH		
0044	204.0260 Abandoning Inlets	4.000 EACH		
0046	204.0280 Sealing Pipes	13.000 EACH		<u></u>
0048	204.0291.S Abandoning Sewer	5.000 CY		<u> </u>
0050	204.9060.S Removing (item description) 01. Removing Lighting Units	9.000 EACH	·	
0052	204.9060.S  Removing (item description) 02.  Removing Traffic Signals, USH 45 and Speedway Dr	1.000 EACH	·	·
0054	204.9060.S  Removing (item description) 03.  Removing Loop Detector Wire and Lead in Cable, USH 45 and Speedway Dr	1.000 EACH		:
0056	205.0100 Excavation Common	67,120.000 CY		
0058	209.2500 Backfill Granular Grade 2	5,530.000 TON		







Page 3 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	213.0100 Finishing Roadway (project) 01. 2040- 14-70	1.000 EACH		·
0062	305.0120 Base Aggregate Dense 1 1/4-Inch	53,773.000 TON		·
0064	310.0110 Base Aggregate Open-Graded	346.000 TON		·
0066	311.0110 Breaker Run	56,493.000 TON		·
0068	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	48.000 EACH		<del></del>
0070	390.0403 Base Patching Concrete Shes	48.000 SY		
0072	405.0100 Coloring Concrete WisDOT Red	32.000 CY		
0074	405.1000 Stamping Colored Concrete	920.000 CY		<u> </u>
0076	416.0160 Concrete Driveway 6-Inch	642.000 SY		
0078	455.0605 Tack Coat	9,097.000 GAL		·
0800	460.2000 Incentive Density HMA Pavement	15,290.000 DOL	1.00000	15,290.00
0082	460.6223 HMA Pavement 3 MT 58-28 S	17,474.000 TON	<u> </u>	<u> </u>
0084	460.6224 HMA Pavement 4 MT 58-28 S	6,407.000 TON		
0086	465.0105 Asphaltic Surface	130.000 TON		<u> </u>
0088	465.0110 Asphaltic Surface Patching	4.000 TON		







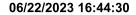
Page 4 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	465.0120 Asphaltic Surface Driveways and Field Entrances	106.000 TON	·	·
0092	465.0125 Asphaltic Surface Temporary	1,216.000 TON	·	
0094	465.0310 Asphaltic Curb	480.000 LF	·	
0096	465.0315 Asphaltic Flumes	28.000 SY	·	
0098	520.2015 Culvert Pipe Temporary 15-Inch	135.000 LF	·	
0100	520.8000 Concrete Collars for Pipe	5.000 EACH		
0102	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	104.000 LF	·	·
0104	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	1.000 EACH	<u></u>	
0106	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	4.000 EACH		
0108	531.2048 Drilling Shaft 48-Inch	23.000 LF	·	
0110	531.5130 Foundation Single-Shaft Type MC-III (structure) 01. S-40-3098	1.000 EACH	·	
0112	532.5330 Truss Cantilever 2-Chord Type III (structure) 01.S-40-3098	1.000 EACH		
0114	601.0407 Concrete Curb & Gutter 18-Inch Type D	1,478.000 LF	·	
0116	601.0411 Concrete Curb & Gutter 30-Inch Type D	22,993.000 LF		







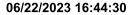
Page 5 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	2,591.000 LF	·	
0120	601.0582 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type T	240.000 LF		
0122	601.0600 Concrete Curb Pedestrian	218.000 LF		
0124	602.0410 Concrete Sidewalk 5-Inch	59,328.000 SF		
0126	602.0505 Curb Ramp Detectable Warning Field Yellow	480.000 SF	<u> </u>	
0128	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	94.000 SF	·	
0130	603.1232 Concrete Barrier Type S32A	893.000 LF	·	
0132	606.0200 Riprap Medium	7.000 CY	·	
0134	606.0300 Riprap Heavy	56.000 CY	·	
0136	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	2,189.000 LF		
0138	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	635.000 LF	<u> </u>	
0140	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	191.000 LF	·	
0142	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	807.000 LF	·	
0144	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	943.000 LF		







Page 6 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0146	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	2,375.000 LF		
0148	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	115.000 LF	·	·
0150	611.0530 Manhole Covers Type J	18.000 EACH		
0152	611.0535 Manhole Covers Type J-Special	1.000 EACH		
0154	611.0610 Inlet Covers Type BW	9.000 EACH		<u> </u>
0156	611.0612 Inlet Covers Type C	5.000 EACH		
0158	611.0624 Inlet Covers Type H	102.000 EACH		·
0160	611.0627 Inlet Covers Type HM	8.000 EACH		
0162	611.0651 Inlet Covers Type S	1.000 EACH		<u> </u>
0164	611.0666 Inlet Covers Type Z	5.000 EACH		
0166	611.2005 Manholes 5-FT Diameter	4.000 EACH		<u> </u>
0168	611.2006 Manholes 6-FT Diameter	18.000 EACH		<u> </u>
0170	611.2007 Manholes 7-FT Diameter	2.000 EACH	<u> </u>	
0172	611.3003 Inlets 3-FT Diameter	5.000 EACH		
0174	611.3004 Inlets 4-FT Diameter	10.000 EACH	·	







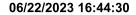
Page 7 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	611.3225 Inlets 2x2.5-FT	10.000 EACH		
0178	611.3230 Inlets 2x3-FT	99.000 EACH		
0180	611.8120.S Cover Plates Temporary	16.000 EACH		
0182	612.0106 Pipe Underdrain 6-Inch	6,120.000 LF		
0184	614.0397 Guardrail Mow Strip Emulsified Asphalt	209.000 SY		
0186	614.0800 Crash Cushions Permanent	2.000 EACH	<u> </u>	
0188	614.2300 MGS Guardrail 3	88.000 LF		
0190	614.2500 MGS Thrie Beam Transition	40.000 LF	<u> </u>	
0192	614.2610 MGS Guardrail Terminal EAT	1.000 EACH		
0194	618.0100 Maintenance And Repair of Haul Roads (project) 01. 2040-14-70	1.000 EACH		·
0196	619.1000 Mobilization	1.000 EACH	·	
0198	620.0300 Concrete Median Sloped Nose	1,677.000 SF		
0200	624.0100 Water	500.000 MGAL		
0202	625.0100 Topsoil	21,555.000 SY		
0204	625.0500 Salvaged Topsoil	8,110.000 SY		
0206	627.0200 Mulching	15,380.000 SY		·







Page 8 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	628.1504 Silt Fence	3,755.000 LF		
0210	628.1520 Silt Fence Maintenance	390.000 LF		·
0212	628.1905 Mobilizations Erosion Control	4.000 EACH		
0214	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH		
0216	628.2006 Erosion Mat Urban Class I Type A	14,645.000 SY		
0218	628.7010 Inlet Protection Type B	11.000 EACH		
0220	628.7015 Inlet Protection Type C	165.000 EACH		
0222	628.7560 Tracking Pads	8.000 EACH		
0224	629.0210 Fertilizer Type B	14.600 CWT		
0226	630.0130 Seeding Mixture No. 30	970.000 LB		
0228	630.0170 Seeding Mixture No. 70	30.000 LB		
0230	630.0500 Seed Water	1,251.000 MGAL	·	
0232	633.1000 Delineators Barrier Wall	10.000 EACH		
0234	634.0618 Posts Wood 4x6-Inch X 18-FT	153.000 EACH		
0236	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	8.000 EACH		
0238	637.2210 Signs Type II Reflective H	1,196.830 SF		







Page 9 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	637.2215 Signs Type II Reflective H Folding	67.140 SF		
0242	637.2230 Signs Type II Reflective F	103.000 SF	·	<u> </u>
0244	638.2102 Moving Signs Type II	133.000 EACH	<u></u>	
0246	638.2602 Removing Signs Type II	118.000 EACH	·	
0248	638.3000 Removing Small Sign Supports	122.000 EACH		<u> </u>
0250	638.4000 Moving Small Sign Supports	94.000 EACH	·	
0252	643.0300 Traffic Control Drums	50,914.000 DAY	<u>-</u>	
0254	643.0420 Traffic Control Barricades Type III	1,460.000 DAY	·	
0256	643.0500 Traffic Control Flexible Tubular Marker Posts	231.000 EACH	·	
0258	643.0600 Traffic Control Flexible Tubular Marker Bases	231.000 EACH	·	·
0260	643.0715 Traffic Control Warning Lights Type C	3,720.000 DAY		<u> </u>
0262	643.0800 Traffic Control Arrow Boards	394.000 DAY		
0264	643.0900 Traffic Control Signs	5,764.000 DAY		<u> </u>
0266	643.0920 Traffic Control Covering Signs Type II	22.000 EACH	·	<u> </u>
0268	643.1050 Traffic Control Signs PCMS	480.000 DAY		







Page 10 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0270	643.3150 Temporary Marking Line Removable Tape 4-Inch	115,245.000 LF	·	·
0272	643.3250 Temporary Marking Line Removable Tape 8-Inch	6,610.000 LF		·
0274	643.3505 Temporary Marking Arrow Paint	7.000 EACH		
0276	643.3805 Temporary Marking Stop Line Paint 18-Inch	129.000 LF		·
0278	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	193.000 LF	<u>-</u>	·
0280	643.3950 Temporary Marking Diagonal Removable Tape 12-Inch	180.000 LF		
0282	643.5000 Traffic Control	1.000 EACH	·	
0284	644.1430 Temporary Pedestrian Surface Plate	1,905.000 SF		
0286	644.1601 Temporary Pedestrian Curb Ramp	240.000 DAY		
0288	644.1605 Temporary Pedestrian Detectable Warning Field	275.000 SF		·
0290	644.1810 Temporary Pedestrian Barricade	245.000 LF		
0292	645.0111 Geotextile Type DF Schedule A	2,720.000 SY		
0294	645.0120 Geotextile Type HR	94.000 SY		
0296	646.1020 Marking Line Epoxy 4-Inch	32,335.000 LF		







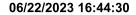
Page 11 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0298	646.1040 Marking Line Grooved Wet Ref Epoxy 4- Inch	650.000 LF	·	
0300	646.1545  Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	6,770.000 LF	<u></u>	·
0302	646.3545  Marking Line Grooved Wet Ref Contrast Epoxy 8-Inch	5,800.000 LF	·	
0304	646.5020 Marking Arrow Epoxy	75.000 EACH		
0306	646.5120 Marking Word Epoxy	50.000 EACH		
0308	646.5220 Marking Symbol Epoxy	10.000 EACH		
0310	646.6120 Marking Stop Line Epoxy 18-Inch	580.000 LF		
0312	646.6464 Cold Weather Marking Epoxy 4-Inch	39,755.000 LF		
0314	646.6468 Cold Weather Marking Epoxy 8-Inch	5,800.000 LF		
0316	646.7120 Marking Diagonal Epoxy 12-Inch	945.000 LF		
0318	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,810.000 LF		
0320	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	810.000 LF		·
0322	646.8120 Marking Curb Epoxy	775.000 LF		
0324	646.8220 Marking Island Nose Epoxy	20.000 EACH	·	<u></u>
0326	646.9000 Marking Removal Line 4-Inch	15,100.000 LF		







Page 12 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0328	646.9055 Marking Removal Line Grooved Contrast Permanent Tape 4-Inch	285.000 LF	·	·
0330	646.9100 Marking Removal Line 8-Inch	3,220.000 LF		
0332	646.9200 Marking Removal Line Wide	100.000 LF	·	
0334	646.9300 Marking Removal Special Marking	6.000 EACH	·	·
0336	650.4000 Construction Staking Storm Sewer	237.000 EACH		
0338	650.4500 Construction Staking Subgrade	5,490.000 LF		
0340	650.5000 Construction Staking Base	5,490.000 LF		
0342	650.5500 Construction Staking Curb Gutter and Curb & Gutter	27,062.000 LF	·	·
0344	650.6000 Construction Staking Pipe Culverts	2.000 EACH	·	
0346	650.7500 Construction Staking Concrete Barrier	893.000 LF	<u></u>	·
0348	650.8000 Construction Staking Resurfacing Reference	5,490.000 LF	·	<del></del>
0350	650.8501 Construction Staking Electrical Installations (project) 01. 2040-14-70	1.000 EACH	·	
0352	650.9000 Construction Staking Curb Ramps	54.000 EACH	·	
0354	650.9500 Construction Staking Sidewalk (project) 01. 2040-14-70	1.000 EACH	·	







Page 13 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0356	650.9911 Construction Staking Supplemental Control (project) 01. 2040-14-70	1.000 EACH		·
0358	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	5,603.000 LF	·	·
0360	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,728.000 LF	·	·
0362	652.0615 Conduit Special 3-Inch	150.000 LF		·
0364	652.0800 Conduit Loop Detector	1,057.000 LF		
0366	653.0135 Pull Boxes Steel 24x36-Inch	6.000 EACH		
0368	653.0140 Pull Boxes Steel 24x42-Inch	22.000 EACH		
0370	653.0905 Removing Pull Boxes	19.000 EACH		
0372	654.0101 Concrete Bases Type 1	5.000 EACH		
0374	654.0105 Concrete Bases Type 5	3.000 EACH		
0376	654.0110 Concrete Bases Type 10	3.000 EACH		
0378	654.0113 Concrete Bases Type 13	1.000 EACH		
0380	654.0120 Concrete Bases Type 10-Special	2.000 EACH		
0382	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	<u></u>	·
0384	654.0230 Concrete Control Cabinet Bases Type L30	2.000 EACH		







Page 14 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0386	655.0230 Cable Traffic Signal 5-14 AWG	744.000 LF	<u> </u>	<u> </u>
0388	655.0240 Cable Traffic Signal 7-14 AWG	264.000 LF	·	
0390	655.0260 Cable Traffic Signal 12-14 AWG	2,985.000 LF		
0392	655.0320 Cable Type UF 2-10 AWG Grounded	912.000 LF		
0394	655.0515 Electrical Wire Traffic Signals 10 AWG	2,432.000 LF		
0396	655.0610 Electrical Wire Lighting 12 AWG	16,523.000 LF		
0398	655.0615 Electrical Wire Lighting 10 AWG	1,185.000 LF		
0400	655.0620 Electrical Wire Lighting 8 AWG	2,175.000 LF		
0402	655.0625 Electrical Wire Lighting 6 AWG	21,240.000 LF		
0404	655.0640 Electrical Wire Lighting 1 AWG	36.000 LF		
0406	655.0700 Loop Detector Lead In Cable	5,258.000 LF		<u> </u>
0408	655.0800 Loop Detector Wire	3,572.000 LF		
0410	655.0900 Traffic Signal EVP Detector Cable	963.000 LF		<u> </u>
0412	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. USH 45 and Speedway Dr	1.000 EACH	·	·
0414	656.0401 Electrical Service Main Lugs Only Meter Pedestal (location) 01. LCCB-01	1.000 EACH	·	·







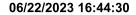
Page 15 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0416	656.0401 Electrical Service Main Lugs Only Meter Pedestal (location) 02. LCCB-02	1.000 EACH	·	·
0418	657.0100 Pedestal Bases	5.000 EACH	·	
0420	657.0322 Poles Type 5-Aluminum	1.000 EACH	·	
0422	657.0420 Traffic Signal Standards Aluminum 13-FT	1.000 EACH	·	·
0424	657.0425 Traffic Signal Standards Aluminum 15-FT	3.000 EACH	·	·
0426	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH	·	·
0428	657.0610 Luminaire Arms Single Member 4 1/2- Inch Clamp 6-FT	1.000 EACH	·	·
0430	658.0173 Traffic Signal Face 3S 12-Inch	14.000 EACH	·	·
0432	658.0174 Traffic Signal Face 4S 12-Inch	8.000 EACH		
0434	658.0416 Pedestrian Signal Face 16-Inch	8.000 EACH	·	·
0436	658.0500 Pedestrian Push Buttons	8.000 EACH	·	
0438	658.5070 Signal Mounting Hardware (location) 01. USH 45 and Speedway Dr	1.000 EACH		·
0440	659.1125 Luminaires Utility LED C	7.000 EACH		
0442	659.2230 Lighting Control Cabinets 240/480 30- Inch	2.000 EACH	·	·
0444	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	43.000 EACH		·







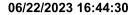
Page 16 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0446	661.0201 Temporary Traffic Signals for Intersections (location) 01. USH 45 and Speedway Dr	1.000 EACH	·	
0448	661.0300 Generators	1.000 DAY		·
0450	670.0101 Field System Integrator	1.000 EACH		
0452	670.0201 ITS Documentation	1.000 EACH		
0454	671.0132 Conduit HDPE 3-Duct 2-Inch	1,963.000 LF	<u> </u>	
0456	671.0232 Conduit HDPE Directional Bore 3-Duct 2-Inch	51.000 LF		·
0458	673.0105 Communication Vault Type 1	2.000 EACH		
0460	678.0072 Install Fiber Optic Cable Outdoor Plant 72-CT	2,491.000 LF		
0462	678.0200 Fiber Optic Splice Enclosure	1.000 EACH		
0464	678.0300 Fiber Optic Splice	4.000 EACH	·	
0466	678.0501 Communication System Testing	1.000 EACH		
0468	678.0600 Install Ethernet Switches	1.000 EACH		
0470	690.0150 Sawing Asphalt	1,219.000 LF		
0472	690.0250 Sawing Concrete	10,842.000 LF		
0474	715.0603 Incentive Strength Concrete Barrier	447.000 DOL	1.00000	447.00







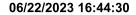
Page 17 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0476	740.0440 Incentive IRI Ride	12,500.000 DOL	1.00000	12,500.00
0478	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	5,400.000 HRS	5.00000	27,000.00
0480	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	11,400.000 HRS	5.00000	57,000.00
0482	SPV.0060 Special 01. Remove Sanitary Sewer Manhole	1.000 EACH	<u> </u>	·
0484	SPV.0060 Special 02. Relocate Hydrant Assembly	6.000 EACH		
0486	SPV.0060 Special 03. Relocate & Replace Hydrant Valve & Box	3.000 EACH		·
0488	SPV.0060 Special 04. Relocate & Replace 8" Main Valve Box	1.000 EACH		·
0490	SPV.0060 Special 05. Adjust Valve Box	31.000 EACH	<u> </u>	
0492	SPV.0060 Special 06. Adjust Hydrant Valve Box	18.000 EACH		
0494	SPV.0060 Special 07. Adjust Hydrant Assembly	4.000 EACH		
0496	SPV.0060 Special 08. Manhole Adjustment	10.000 EACH		
0498	SPV.0060 Special 09. Replace Manhole Casting	10.000 EACH		
0500	SPV.0060 Special 10. Section Corner Monuments	2.000 EACH		
0502	SPV.0060 Special 11. Concrete Bases Type 5 Modified	60.000 EACH	·	·







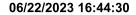
Page 18 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0504	SPV.0060 Special 12. Construction Staking Water Main	9.000 EACH	·	·
0506	SPV.0060 Special 13. Lighting System Integrator	1.000 EACH		<u> </u>
0508	SPV.0060 Special 14. Lighting System Survey	1.000 EACH	·	
0510	SPV.0060 Special 15. Temporary Infrared EVP System for the Intersection of USH 45 and Speedway Dr	1.000 EACH	·	·
0512	SPV.0060 Special 16. Transport Traffic Signal and Intersection Lighting Materials	1.000 EACH	·	·
0514	SPV.0060 Special 17. Transport and Install State Furnished Traffic Signal Cabinet	1.000 EACH		·
0516	SPV.0060 Special 18. Transport and Install State Furnished EVP Detector Heads	1.000 EACH	·	
0518	SPV.0060 Special 19. Install Poles Type 9 Special	1.000 EACH	•	<u> </u>
0520	SPV.0060 Special 20. Install Poles Type 10	3.000 EACH		<u> </u>
0522	SPV.0060 Special 21. Install Poles Type 10 Special	1.000 EACH	·	
0524	SPV.0060 Special 22. Install Monotube Arms - 15 FT	2.000 EACH		·
0526	SPV.0060 Special 23. Install Monotube Arms - 30 FT	1.000 EACH	·	
0528	SPV.0060 Special 24. Install Monotube Arms - 45 FT	2.000 EACH	·	·







Page 19 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0530	SPV.0060 Special 25. Install Luminaire Arms 15 FT Steel	6.000 EACH	·	·
0532	SPV.0060 Special 26. Lighting Pull Boxes Non- Metallic Franklin 13x24x18-Inch	62.000 EACH	·	·
0534	SPV.0060 Special 27. Decorative Lighting Pole and LED Luminaire Single	9.000 EACH		
0536	SPV.0060 Special 28. Decorative Lighting Pole and LED Luminaire Twin	51.000 EACH	<u></u>	·
0538	SPV.0060 Special 29. Install Monotube Arms - 55 FT	1.000 EACH		·
0540	SPV.0060 Special 30. Transport and Install State Furnished Video Detection System	1.000 EACH	·	
0542	SPV.0060 Special 31. Install Fiber Optic Communications in Cabinet USH 45 & Speedway Dr	1.000 EACH		
0544	SPV.0060 Special 32. Lighting Units Salvaged	2.000 EACH		
0546	SPV.0060 Special 33. Install Poles Type 12	1.000 EACH		
0548	SPV.0060 Special 34. Field Office Type T	1.000 EACH		<u></u>
0550	SPV.0060 Special 35. Utility Line Opening (ULO)	30.000 EACH		
0552	SPV.0060 Special 36. Temporary Apron Endwalls for Culvert Pipe 12-Inch	1.000 EACH		
0554	SPV.0060 Special 37. Temp Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 15-Inch 6 to 1	2.000 EACH	<u></u>	<u> </u>







Page 20 of 20

Federal ID(s): WISC 2023580

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0556	SPV.0090 Special 01. Insulate Water Main (Granular Backfill)	148.000 LF		·
0558	SPV.0090 Special 02. 8-Inch PVC Water Main (Granular Backfill)	51.000 LF	·	·
0560	SPV.0090 Special 03. 20-Inch Ductile Iron Water Main (Granular Backfill)	49.000 LF	<u></u>	·
0562	SPV.0090 Special 04. 6-Inch PVC Hydrant Lead	95.000 LF		
0564	SPV.0090 Special 05. Fiber Optic Warning Tape	2,491.000 LF		
0566	SPV.0090 Special 06. Temporary Precast Trench Drain	306.000 LF	·	
0568	SPV.0165 Special 01. Wall Modular Block Gravity Landscape (STA 953+25)	80.000 SF		
0570	SPV.0195 Special 01. Milling and Removing Temporary Joint	100.000 TON		
	Section: 00	001	Total:	·
			Total Bid:	

## PLEASE ATTACH ADDENDA HERE



## **Wisconsin Department of Transportation**

July 31, 2023

#### Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

#### **NOTICE TO ALL CONTRACTORS:**

#### Federal Wage Rate Addendum #01

#### Letting of August 8, 2023

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01 – 08, 11, and 12: WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposal 02. These wage rates are effective for all proposals they are included in in the August 8, 2023 letting. The updated wage rates are dated July 28, 2023 (WI 10) and July 7, 2023 (WI 8) and are effective on or after August 7, 2023 (WI 10) and July 17, 2023 (WI 8).

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: WI20230010 07/28/2023

Superseded General Decision Number: WI20220010

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 \$16.20 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 2023.

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 \$12.15 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 2023.

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 http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/06/2023

1	01/13/2023
2	01/20/2023
3	03/31/2023
4	04/07/2023
5	05/26/2023
6	06/02/2023
7	06/16/2023
8	06/23/2023
9	07/07/2023
10	07/14/2023
11	07/28/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 37.96	25.13
BRWI0002-002 06/01/2022		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 45.87	23.91
BRWI0002-005 06/01/2022		

ADAMS ASHLAND RAPPON RPONN

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	.\$ 38.81	23.94
BRWI0003-002 06/01/2021		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE,	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 37.03	24.95
BRWI0004-002 06/01/2022		
KENOSHA, RACINE, AND WALWORTH CO	UNTIES	

	Rates	Fringes
BRICKLAYER	.\$ 42.53	26.01
BRWI0006-002 06/01/2022		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 38.26	24.83
BRWI0007-002 06/01/2022		
GREEN, LAFAYETTE, AND ROCK COUNT	TIES	
	Rates	Fringes
BRICKLAYER	\$ 39.26	25.52
BRWI0008-002 06/01/2022		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKES	HA COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 44.08	24.42
BRWI0011-002 06/01/2022		
CALUMET, FOND DU LAC, MANITOWOC	, AND SHEBO	YGAN COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 38.00	25.09
BRWI0019-002 06/01/2022		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER	\$ 37.36	25.73
BRWI0034-002 06/01/2022		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER		25.22
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen		27.05
CARP0264-003 06/01/2016		
KENOSHA, MILWAUKEE, OZAUKEE, RAC COUNTIES	CINE, WAUKE	SHA, AND WASHINGTON

Rates Fringes

/31/23, 7:35 AM		SAM.gov
CARPENTER	\$ 35.78	22.11
CARP0310-002 06/05/2022		
Ashland, Bayfield, Forest, Iron Oneida, Shawano, Taylor and Vil		incoln, Marathon,
	Rates	Fringes
CARPENTERPiledriver	\$ 37.37	26.12 25.96
CARP0314-001 06/05/2022		
Columbia, Dane, Dodge, Grant, G Lafayette, Richland, Rock, Sauk		
	Rates	Fringes
CARPENTER Piledriver	\$ 37.37	26.12 25.96
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND D	OUGLAS COUNTI	ES
	Rates	Fringes
CARPENTER	•	20.43
CARP0731-002 06/05/2022		
Calumet (Eastern portion of the and Sheboygan	· County), Fon	d Du Lac, Manitowoc
	Rates	Fringes
CARPENTER Piledriver	•	26.12 25.96
CARP0804-001 06/05/2022		
Adams, Juneau, Portage and Wood	I	
	Rates	Fringes
CARPENTER	\$ 37.37	26.12 25.96
CARP0955-002 06/01/2022		
Calumet (western portion of Cou Marquette, Outagamie and Winnet		Lac, Green Lake,
	Rates	Fringes
CARPENTER PILEDRIVER	\$ 37.37	26.12 25.96
CARD1056-002 06/05/2022		

CARP1056-002 06/05/2022

	Rates	Fringes
MILLWRIGHT	\$ 38.00	26.78
CARP1074-002 06/01/2022		

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes	
CARPENTER	\$ 36.80	26.12	
PILEDRIVER	\$ 37.37	25.96	
			-

CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes	
CARPENTER	\$ 36.80	26.12	
PILEDRIVER	\$ 37.37	25.96	

CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes
CARPENTER		26.12 25.96
	<i>y                                  </i>	

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A	.\$ 31.03	22.69
Zone B	.\$ 31.03	22.69

ELEC0014-002 12/25/2022

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:	\$ 39.25	22.34
ELEC0014-007 05/29/2022		

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 29.63
3%+16.18

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2021

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 43.16 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

------ 43.36 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:

COUNTIES

Electrical contracts over \$180,000.....\$ 33.94 21.80 Electrical contracts under

\$180,000.....\$ 31.75 21.73

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

Rates Fringes

Electricians:.....\$41.37 69.25%

ELEC0388-002 05/30/2021

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

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$46.70 25.02

ELEC0494-005 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC

(Schleswig), and SHEBOYGAN COUNTIES

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......\$ 22.39 18.80
Technician.....\$ 33.19 21.12

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 06/01/2022

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:	\$ 37.41	29.50%+10.00
ELEC0890-003 06/01/2022		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes	
Electricians:	\$ 40.70	25.95%+11.26	
ELEC0953-001 06/02/2019			
	Rates	Fringes	

	Rates	Fringes
Line Construction:  (1) Lineman	\$ 47.53 \$ 42.78 \$ 38.02	21.43 19.80 18.40 16.88 16.11
(6) Groundsman		14.60

ENGI0139-005 06/01/2023

	Rates	Fringes
Power Equipment Operator		
Group 1	.\$ 43.77	27.40
Group 2	.\$ 43.27	27.40
Group 3	.\$ 42.77	27.40
Group 4	.\$ 42.51	27.40
Group 5	.\$ 42.22	27.40
Group 6	.\$ 36.32	27.40

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.

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IRON0008-002 06/01/2023

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 43.40 30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 41.73 30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/01/2023

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.....\$ 41.00 30.13

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 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 41.00 33.11

IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 36.94	33.11
LABO0113-002 06/01/2023		

#### MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group	1\$ 33.56	23.86
Group	2\$ 33.71	23.86
Group	3\$ 33.91	23.86
Group	4\$ 34.06	23.86
Group	5\$ 34.21	23.86
Group	6\$ 30.05	23.86

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/01/2023

## OZAUKEE AND WASHINGTON COUNTIES

	1	Rates	Fringes
LABORER			
Group	1\$	32.81	23.86
Group	2\$	32.91	23.86
Group	3\$	32.96	23.86
Group	4\$	33.16	23.86
Group	5\$	33.01	23.86
Group	6\$	29.90	23.86

## LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;

Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	F	Rates	Fringes
LABORER			
Group	1\$	32.62	23.86
Group	2\$	32.77	23.86
Group	3\$	32.97	23.86
Group	4\$	32.94	23.86
Group	5\$	33.27	23.86
Group	6\$	29.76	23.86

#### 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 06/01/2023

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,

GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group	1\$ 37.57	19.25
Group	2\$ 37.67	19.25
Group	3\$ 37.72	19.25
Group	4\$ 37.92	19.25
Group	5\$ 37.77	19.25
Group	6\$ 34.20	19.25

#### 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 06/01/2023

DANE COUNTY

		Rates	Fringes
LABORER			
Group	1	\$ 37.85	19.25
Group	2	\$ 37.95	19.25
Group	3	\$ 38.00	19.25
Group	4	\$ 38.20	19.25
Group	5	\$ 38.05	19.25
Group	6	\$ 34.20	19.25

## LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler;

Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters: New:			
	D 11	24 50	24.04
-	Roller\$		24.84
Spray,	Sandblast, Steel\$	35.19	24.84
Repaint	• •		
Brush,	Roller\$	33.09	24.84
Spray,	Sandblast, Steel\$	33.69	24.84

<sup>\*</sup> PAIN0108-002 06/01/2023

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller	.\$ 41.04	21.95
Spray & Sandblast	.\$ 42.04	21.95
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
DATHOOFO 004 05 /04 /004 5		

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER	\$ 22.03	12.45

<sup>\*</sup> PAIN0781-002 06/01/2023

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
		6
Painters:  Bridge  Brush  Spray & Sandblast	\$ 39.09 \$ 39.84	24.86 24.86 24.86
* PAIN0802-002 06/01/2023		
COLUMBIA, DANE, DODGE, GRANT, GRE ROCK, AND SAUK COUNTIES	EN, IOWA, LAFAY	ETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 35.00	20.62
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	s = <b>\$1.00</b> add	itional per
PAIN0802-003 06/01/2022		
ADAMS, BROWN, CALUMET, CLARK, DOO LAKE, IRON, JUNEAU, KEWAUNEE, LAN MARATHON, MARINETTE, MARQUETTE, M OUTAGAMIE, PORTAGE, PRICE, SHAWAN WAUSHARA, WAUPACA, WINNEBAGO, AND	GLADE, LINCOLN, ENOMINEE, OCON O, SHEBOYGAN,	MANITOWOC, TO, ONEIDA,
	Rates	Fringes
PAINTER	\$ 34.68	18.94
PAIN0934-001 06/01/2022		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	\$ 37.70	24.69 24.69 24.69
PAIN1011-002 06/06/2021		
FLORENCE COUNTY		
	Rates	Fringes
Painters:	\$ 26.71	14.38
PLAS0599-010 06/01/2021	<b>-</b>	<b>-</b>
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1	\$ 37.73	20.87 23.80

Area 4.....\$ 38.59

22.66

Area 5......\$ 38.16 22.98 Area 6......\$ 34.94 26.36

#### 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,	.\$ 32.57	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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: WI20230008 07/07/2023

Superseded General Decision Number: WI20220008

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).

IIf 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 \$16.20 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 2023.

|If the contract was awarded on|. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$12.15 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 2023.

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 http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

0

01/06/2023

1

01/13/2023

2	01/20/2023
3	03/31/2023
4	04/07/2023
5	06/09/2023
6	06/16/2023
7	06/23/2023
8	07/07/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 37.96	25.13
BRWI0002-002 06/01/2022		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 45.87	23.91
BRWI0002-005 06/01/2022		

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	.\$ 38.81	23.94
BRWI0003-002 06/01/2021		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 37.03	24.95
BRWI0004-002 06/01/2022		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 42.53	26.01
BRWI0006-002 06/01/2022		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.26

BRWI0007-002 06/01/2022

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.26 25.52

BRWI0008-002 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 44.08 24.42

BRWI0009-001 06/01/2022

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,

AND WINNEBAGO COUNTIES

Fringes Rates

BRICKLAYER.....\$ 38.00 25.09

BRWI0011-002 06/01/2022

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.00 25.09

BRWI0013-002 06/01/2022

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.56 25.22

BRWI0019-002 06/01/2022

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 37.36 25.73

BRWI0021-002 06/01/2022

DODGE AND JEFFERSON COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.49 26.27

BRWI0034-002 06/01/2022

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER		25.22
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen		27.05
CARP0264-003 06/01/2016		
KENOSHA, MILWAUKEE, OZAUKEE, RAC COUNTIES	INE, WAUKESHA, /	AND WASHINGTON
	Rates	Fringes
CARPENTER		22.11
CARP0310-002 06/05/2022		
Ashland, Bayfield, Forest, Iron, Oneida, Shawano, Taylor and Vila		oln, Marathon,
	Rates	Fringes
CARPENTER Piledriver	.\$ 37.37	26.12 25.96
CARP0314-001 06/05/2022		
Columbia, Dane, Dodge, Grant, Gr Lafayette, Richland, Rock, Sauk		erson,
	Rates	Fringes
CARPENTER	.\$ 37.37	26.12 25.96
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND DO	UGLAS COUNTIES	
	Rates	Fringes
CARPENTER	•	20.43
CARP0731-002 06/05/2022		
Calumet (Eastern portion of the and Sheboygan	County), Fond D	u Lac, Manitowoc
	Rates	Fringes
CARPENTERPiledriver		26.12 25.96

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CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes	
CARPENTER	\$ 36.80	26.12	
Piledriver	\$ 37.37	25.96	

CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake, Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER	•	26.12 25.96

CARP1056-002 06/05/2022

	Rates	Fringes
MILLWRIGHT	.\$ 38.00	26.78
CARP1074-002 06/01/2022		

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes
CARPENTER	•	26.12
PILEDRIVER	\$ 37.37 	25.96 

CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes	
CARPENTER	\$ 36.80	26.12	
PILEDRIVER	\$ 37.37	25.96	
CARP1146-002 06/01/2022			_

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes
CARPENTER		26.12 25.96

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

10 1/20, 1.00 AW		OAWI.gov
	Rates	Fringes
PILEDRIVERMAN  Zone A  Zone B		22.69 22.69
CARP2337-003 06/01/2019		
	Rates	Fringes
MILLWRIGHT Zone AZone B		21.53 21.53
ZONE DEFINITIONS		
ZONE A: MILWAUKEE, OZAUKEE, WA	AUKESHA AND	WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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ELEC0014-002 12/25/2022

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:	\$ 39.25	22.34	
ELEC0127-002 06/01/2021			

KENOSHA COUNTY

	Rates	Fringes	
Electricians:	\$ 43.16	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
FLECO1EO 002 0E /20/2021		

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 ove	r	
\$180,000	\$ 33.94	21.80
Electrical contracts und	er	
\$180,000	\$ 31.75	21.73
ELEC0242-005 05/30/2021		

DOUGLAS COUNTY

Rates Fringes Electricians:.....\$ 41.37 69.25% ELEC0388-002 05/30/2021

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:	\$ 36.22	26%+11.24	
ELEC0430-002 06/01/2023			
RACINE COUNTY (Except Burlington Township)			
	Rates	Fringes	
Flectricians:	\$ 46.70	25.02	

ELEC0494-005 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes Electricians:.....\$ 46.38 25.86 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 \_\_\_\_\_

ELEC0577-003 06/01/2022

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:.....\$ 37.41 29.50%+10.00

ELEC0890-003 06/01/2022

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

> Rates Fringes

Electricians:.....\$ 40.70 25.95%+11.26

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ENGI0139-003 06/06/2022

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1\$	45.22	24.85
Group 2\$	43.97	24.85
Group 3\$	41.57	24.85
Group 4\$	41.04	24.85
Group 5\$	38.97	24.85
Group 6\$	37.44	24.85

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

#### ENGI0139-007 06/05/2023

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 44.54	25.35
Group 2	\$ 43.76	25.35
Group 3	\$ 42.81	25.35
Group 4	\$ 41.76	25.35
Group 5	\$ 40.36	25.35
HAZARDOUS WASTE PREMIUMS:		
FPA Level ""A"" Protection: \$3.0	ผผ ner hour	

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).

IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Fringes Rates IRONWORKER.....\$ 41.00 28.95 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 06/01/2023 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.....\$ 41.00 30.13 \_\_\_\_\_\_ 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 IRON0512-008 05/01/2022 BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES Rates Fringes IRONWORKER.....\$ 41.00 IRON0512-021 05/01/2022 ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,

PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

Rates Fringes

IRONWORKER.....\$ 36.94 33.11

LABO0113-004 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1	\$ 18.72	22.75
Group 2	\$ 21.10	22.75
Group 3	\$ 24.81	22.75
Group 4	\$ 34.62	22.75
Group 5	\$ 34.78	22.75
Group 6	\$ 34.84	22.75
Group 7	\$ 38.88	22.75
Group 8	\$ 41.83	22.75
Group 9	\$ 42.50	22.75

## LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

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LABO0113-005 06/05/2023

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Ra	ates	Fringes
Laborers:			
	1\$	25.71	22.75
Group	2\$	31.93	22.75
Group	3\$	36.33	22.75
Group	4\$	38.19	22.75

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

#### LABORERS CLASSIFICATIONS

#### GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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LABO0113-008 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1	\$ 24.81	22.75
Group 2	\$ 34.78	22.75
Group 3	\$ 34.84	22.75
Group 4	\$ 38.88	22.75
Group 5	\$ 39.02	22.75
Group 6	\$ 41.83	22.75
Group 7	\$ 42.50	22.75

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

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MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

•	Rates	Fringes
Laborers: (Tunnel - *COMPRESSED AIR 0 - 15 lbs.)		
Group 1\$	24.81	22.75
Group 2\$	34.78	22.75

<sup>\*</sup> LAB00113-009 06/05/2023

Group	3\$	39.44	22.75
Group	4\$	40.28	22.75
Group	5\$	40.41	22.75
Group	6\$	43.24	22.75
Group	7\$	43.89	22.75

## LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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#### LAB00140-005 06/05/2023

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

I	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1\$	33.88	19.25
Group 2\$	35.73	19.25
Group 3\$	35.93	19.25
Group 4\$	36.68	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

## LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

<sup>\*</sup>Compressed Air 15 - 30 lbs add \$2.00 to all classifications

<sup>\*</sup>Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB00464-002 06/05/2023

DANE AND DOUGLAS COUNTIES

	F	Rates	Fringes
LABORER			
Group	1\$	33.78	19.25
Group	2\$	35.98	19.25
Group	3\$	36.18	19.25
Group	4\$	36.93	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

#### LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB01091-010 06/05/2023

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1\$	33.57	19.25
Group 2\$	35.63	19.25
Group 3\$	35.83	19.25
Group 4\$	36.58	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

## LABORERS CLASSIFICATIONS:

## GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-010 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1\$	42.06	20.87
Area 2 (BAC)\$	37.73	23.80
Area 3\$	38.74	22.46
Area 4\$	38.59	22.66
Area 5\$	38.16	22.98
Area 6\$	34.94	26.36

## 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

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TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER  1 & 2 Axles  3 or more Axles; Euclids,	•	23.81
Dumptor & Articulated, Truck Mechanic	\$ 32.72	23.81
WELL DRILLER	\$ 16.52	3.70

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

\_\_\_\_\_\_

## 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**

August 2, 2023

# **Division of Transportation Systems Development**

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

## **NOTICE TO ALL CONTRACTORS:**

Proposal #07: 2040-14-70, WISC2023580

Lovers Lane (City of Franklin) Rawson Ave to College Ave

**USH 45** 

**Milwaukee County** 

# Letting of August 8, 2023

This is Addendum No. 01, which provides for the following:

## **Schedule of Items:**

	Revised Bid Item	Quantitie	S		
Bid Item	Item Description  Base Aggregate Dense 1 1/4-Inch	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	53,773	507	54,280
311.0110	Breaker Run	TON	56,493	387	56,880

	Added Bid Item (	Quantities			
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
531.5330	Foundation Single Shaft Type TC-III (structure) 01. S-40-3098	EACH	0	1	1
650.6501	Construction Staking Structure Layout (structure) 01. S-40-3098	EACH	0	1	1

	Deleted Bid Item	Quantities	3		
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
531.5130	Foundation Single Shaft Type MC-III (structure) 01. S-40-3098	EACH	1	-1	0

# **Plan Sheets:**

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
10	Finished Typical Sections – Revised backfill of Concrete Barrier S32A
309	Miscellaneous Quantities – Revised quantities for Base Aggregate Dense 1 1/4-Inch
310	Miscellaneous Quantities – Revised quantities for Breaker Run
322	Miscellaneous Quantities – Added quantity for Construction Staking Structure Layout
618	Structure Plans – Corrected bid item number in quantities

## Schedule of Items

Attached, dated August 2, 2023, are the revised Schedule of Items Pages 1 – 20.

## **Plan Sheets**

The following  $8\frac{1}{2}$  x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 10, 309, 310, 322, and 618

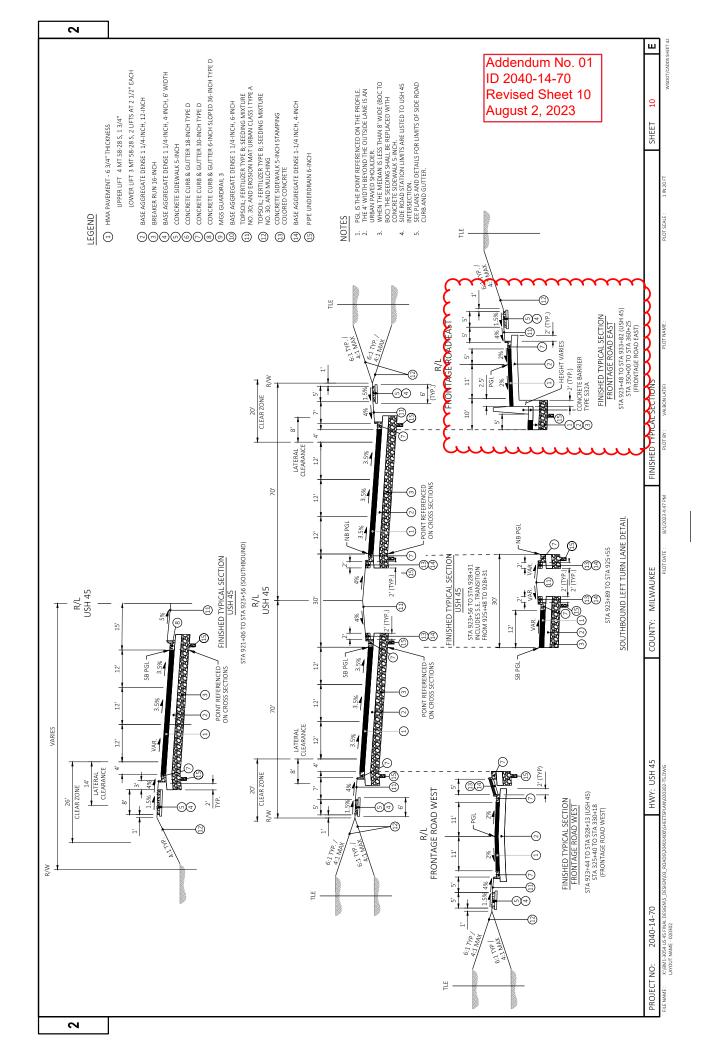
The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

**END OF ADDENDUM** 



	SPV,0060.37 TEMPORARY APRON ENDWALLS FOR CULVERT PIPE SLOPED SIDE DBANNS STEEL 15-INCH	6 TO 1 EACH	1	2	1 1	1	2																	IE R	) 2 ev	204	lO- ed	-14 SI	I-7 าe	'0 et	01 30			SHEET: 300
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Addendum No. 01 ID 2040-144-770 Revised Sheet 310 August 27, 2023  ODD ODD ODD ODD ODD ODD ODD ODD ODD OD	Part																							Δ.1.	1	.1	N.L.	
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		STATION 918+50 924+00																						OMPACTION				
		TO STATION - 918+50 - 924+00	935400 - 941400 - 946450 - 951400	956+00 - 961+50	00+996 -	- 918+50	- 929+50	935+00	- 946+50	- 951+00	956+00	00+996 -	- 968+80	- 248+40	448+50	- 602+00								NSE 1.1/4-INCH COMPACTION		STATION		
### STATION TO STATION	## SPEAKER RIJN  CCATION   TO STATION  SH45 NB   916+00   918+50  918+50   924+00   924+00  924+00   935+00   941+00  935+00   941+00   961+50  936+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+00   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+00   951+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+50   961+50   961+50  951+	STATION TO STATION 916-00 - 918-50 918-50 - 924-00	935400 - 941400 - 946450 - 951400	956+00 - 961+50	00+996 -	917+40 - 918+50	- 929+50	935+00	- 946+50	- 951+00	956+00	00+996 -	08+896 - 00+996	247+75 - 248+40 451+25 - 452+00	447+99 - 448+50	601+25 - 602+00								MP BASE AGGREGATE DENSE 11/4-INCH COMPACTION		STATION TO STATION	BEGIN - END TOTAL 0010	

				3							·			-		_	_			_															T
											IE R	dd 2 ev ug	04 ise	.0- ed	14 SI	1-7 he	70 et	t 3		2				SPV.0060.35	EACH	2 2	2	2 2	2	2	8 6	2	2 30	}	
	650.9911	CONSTRUCTION STAKING SUPPLEMENTAL	CONTROL 01. 2040-14-70 EACH		1																				Z	END	END END	END	END	END	END	END	END TOTAL DOLO		
	650.9500	CONSTRUCTION STAKING	SIDEWALK 01. 2040-14-70 EACH	1	1																	UTILITY LINE OPENING (ULO)			2	BEGIN -	BEGIN -	BEGIN .	BEGIN -	BEGIN	BEGIN .	BEGIN -	BEGIN -	2	
	650.8000	CONSTRUCTION STAKING	RESURFACING REFERENCE LF	5,490	5,490			646.9300	MARKING	REMOVAL	SPECIAL	EACH		4	1	1		1 1	1	2 6		UTILITY LINE C			NOI	LANE AGE ROAD	AGE ROAD	LACE LE SOUTH	ROAD IRTH	ODIANE	Y DRIVE	DRIVE	BUTED		
$\sim$	\$ 650.7500	CONSTRUCTION	CONCRETE  BARRIER  LF	×× 893	893			646.9200		MARKING	REMOVAL LINE	WIDE LF		1 1	1	1	1		ı	100					LOCATION	PHYLLISTANE EAST FRONTAGE ROAD	WESTERONTAGEROAD	CORTEZ CIRCLE SOUTH	CORTEZ CIRCI E NORTH	PRAIRIEWOOD LANE	SPEEDWAY DRIVE WHITNALL FDGF ROAD	VENTURE DRIVE	UNDISTRIBUTED		( 1
	650.6501.01	STAKING STRUCTURE	LAYOUT 01.2010-14-70 EACH	Τ	1	2		646.9100		MARKING	REMOVAL LINE	LF	1 780	150	240	200	300	120	130	80 3,220					CATEGORY	0010	0010	0010	0010	0010	0010	0010	0010		
SIMIS	0009:059	CONSTRUCTION	STAKING PIPE CULVERTS EACH	2	2		MOVAL ITEMS	646.9055	MARKING REMOVALLINE	GROOVED CONTRAST	PERMANENT TAPE ALINCH	H-INCH LF		25	90	20	50	50 25	25	10 285															100
CONSTRUCTION STAKING ITEMS	650.5500	CONSTRUCTION STAKING CURB	GUTTER AND CURB & GUTTER LF	27,062	27,062		PAVEMENT MARKING REMOVAL ITEMS	646.9000			REMOVAL LINE		7 350	1,880	1,090	750	920	1,720	200	370 15,100															
CONSTRI	650.5000		CONSTRUCTION STAKING BASE LF	5,490	5,490		PAVE				_									TOTAL 0010	*	690.0250	SAWING	111111111111111111111111111111111111111	580	398 474	58	09 60	70	95	7	331	174	3,269	
	650.4500	CONSTRUCTION	STAKING SUBGRADE LF	5,490	5,490							ON TO STATION	00 003			1		00 967+00		UNDISTRIBUTED			SAWING SAV		100 5	97 4				22 9			39		
	650,4000	CONSTRUCTION	STAKING STORM SEWER EACH	237	237							LOCATION STATION TO	004300		933+75	940+25	945+75	952400	967+00	5		.069	SAW					2	2 8	2 2	m m	7	00 m	TOTAL 0010 8:	
			TO STATION	- END	TOTAL 0010							CATEGORY	0100	0010	0010	0010	0010				SAWING ITEMS			STATION TO STATION	- - -	. TO	961+50 - END PROJECT		1 1			•		TOTAL	LSEWHERE
			LOCATION STATION	USH 45 BEGIN																				LOCATION	USH 45 NB BEG	USH 45 SB BEG		PHYLLIS LANE	HERDA PLACE	CORTEZ ROAD	CORTEZ CIRCLE (NORTH) PRAIRE WOOD I ANF	SPEEDWAY DRIVE	WHITNAL EDGE ROAD VENTURE DRIVE		* ADDITIONAL QUANTITIES SHOWN ELSEWHERE
			CATEGORY	0010																				CATEGORY				0010 FP					0010 WHITN 0010 VEN		* ADDITIONAL QUA

STATE PROJECT NUMBER 2040-14-70 ACTUAL SIGN DEPTH 6'-0" STRUCTURE DATA SIGN AREA 24 SF SIGN STR S-40-3098 ALTERNATE DESIGNS ARE NOT ALLOWED. DRAWINGS SHALL NOT BE SCALED. GENERAL NOTES DESIGN DATA

CONTRACTOR DESIGNED OFFRELEAD SIGNETATIONS STRUCTURES, STALL UR EDSIGNED ACCORDING. THE ASSISTOR "HET SPECIFICATIONS FOR STRUCTURAL SIPPORTS FOR HIGHWAY SIGNS, LUMMANIES AND TREFFE SIGNALS", IST EDITION AND INTERIM SPECIFICATIONS, ASSISTED THE WISCOT BROIDCE MANUAL.

STANDARD FOUNDATIONS DESIGNED ACCORDING TO THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION.

WT, OF SIGN AND SUPPORTING STRUCTURE.

PSF TO ONE FACE OF SIGN & SURFACE OF MEMBERS.

IIS MPH (3-SEC, GUST SPEED) TO SIGN AREA & EXPOSED MEMBERS.

(700 YEAR MEAN RECURRENCE INTERVAL) 0.00 1.00 0.75 0.00 DEAD LOAD: ICE LOAD: WIND PRESSURE: WIND COMPONENTS LOAD CASE 1: LOAD CASE 2: LOAD CASE 3:

....fy = 92,000 psl ANCHOR RODS - ASTM F1554 GRADE 55..... fy = 55,000 psi CONCRETE MASONRY.....f'c = 3,500 psl HICH STRENGTH STEEL
REINFORCEMENT, GRADE 60......+y = 60,000 MATERIAL PROPERTIES HIGH STRENGTH BOLTS - A325. STRENGTH I:
EXTREME | (MAX DC):
EXTREME | (MIN DC):
SERVICE |:
FATIGUE |: LOAD COMBINATIONS

SIGN STRUCTURE FOUNDATIONS ARE SUPPORTED ON DRILLED SHAFTS THAT HAVE BEEN DESIGNED FOR STIFS WHERE SOLIS, EMBIRE NO HAVOLE GREATRS THAN OR EDLAI TO 24° GRAMLAR SOLIS, OR A COMESION VALLE GREATR THAN OR EDUAL TO 24° GRAMLAR SOLIS, OR A COMESION VALLE GREATR THAN OR THOU WINTER THAN THE TABLE FOR DESIGNES ASSUMED TO BE AT A DEPTH OF 10°-0° BELOW THE GROUND WATER TABLE FOR DESIGN IS ASSUMED TO BE AT A DEPTH OF 10°-0° BELOW DESIGNED SUFFACE, EACHLA, MATER LEVEL AT SITE WAY VARY. THE REGION DESIGNED THE CONFIRM THESE PROPERTIES PRIOR TO BE AT THE DESIGNED OBJELING OF THE SHAFT ON THE TOWN THESE PROPERTIES PRIOR TO PLACEMENT FOUNDATION DATA

COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM WICKCS), XXXX COUNTY ZOOR, XAD 83 (1997), ALL STATONS, AND ELEVATIONS ARE IN FEET. ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM NAVD 88 (2007).

THE STAR BROKE DE HAUDES SHALL BE CONSIDERED MICDEAU. 10 THE THISS OR WONOTIBE BIOLITESE FOR EACH APPLICABLE SIAN STRACTURE. IN THE SUPPORT COLUMN SO THAT IT CAN BE SEEN FROM THE ROLDWAY. SUPPORT COLUMN SO THAT IT CAN BE SEEN FROM THE ROLDWAY. 4-35. ALL RENFORCING BARS ARE IN ENGLISH UNITS. THE FIRST DIGIT OF A THREE-DIGIT BAR MARK ORN THE FIRST TWO DIGITS OF A FOUR-DIGIT BAR MARK SOUNFIES THE BAR SIZE.

UNLESS DETAILED OTHERWISE IN THE PLANS, ALL H.S. BOLTED CONNECTIONS STALL BE MODE WITH 45" OIM A 225" GALVANIZED BOLTS. FIELD CONNECTIONS STALL BE INSTALLED WITH DITWASHERS.

WELDED CONNECTIONS CAN BE USED IN LIEU OF BOLTED CONNECTIONS, IF A TRUSS UNIT CAN BE GALVANIZED IN ONE PIECE. WELD TEST AS PER AWS D1.1.

SIGNS OR BLANKS SHALL BE INSTALLED ON TRUSS AT TIME OF ERECTION.
BLANKS SHALL BE LYA THE LEIGHT OF THE CATHLEVER SPAN, 2"-0"
DEFERR THAN THE C'LL TO C'LL OF CHORDS, AND SHALL BE CENTERED ON
THE BRIDGE. SIGNS SHALL BE AS DESIGNATED ON THE PLANS. SEE SIGN PLATE NO. 44-6, 44-74 & 44-7B OF THE SIGN PLATE MANUAL FOR INSTRUCTIONS ON CENTERING SIGNS VERTICALLY ON THE TRUSS.

THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND CACATION OF UNDERSHOWN OUTTIES IS NOT CURRANTED TO BE ACCURATE OR ALCHIOLISTIC—THE CONTRACTOR IS RESPONSIBLE FOR MARKIN HIS OWN DETERMANTATION OF THE TYPE AND LOCATION OF UTILITIES AS MAY BE RECESSARY TO AVIOL DAMAGE.

HEAVY HEX NUTS FOR ANCHOR RODS - ASTM A563A

WASHERS FOR ANCHOR RODS - ASTM F436

CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PER THE REQUIREMENTS IN THE STANDARD SPECIFICATIONS PRIOR TO FARBINGATION OF THE STRUCTURE. CONTRACTOR SHALL SHOW SIGNS ON THE SHOP DRAWINGS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DRILLING OR EXCAVATING MANIANING A STABLE MAN OPER HOLE FOR SUBSCRIFT. PARTIAL MOMENTALLATION OF CONGRETE MASONAY FOR THE DRILLED SHAFTS. PARTIAL ENGLARY THE ENGLARY STABLED SHAFTS. MANIANING STABLED SHAPE SHAP

TRAFFIC VOLUME A.D.T. (2045) = 26,600 R.D.S. = 45-55 MPH

> 1. GENERAL NOTES & DESIGN DATA 2. LAYOUT S-40-3098 LIST OF DRAWINGS

OF OSS STANDARD DESIGN DRAWINGS

MONOTUBE & 2-CHORD TRUSS DETALLS 1 MONOTUBE & 2-CHORD TRUSS DETALLS 2 MONOTUBE & 2-CHORD TRUSS ELECTRICAL DETALLS MONOTUBE & 2-CHORD TRUSS FOUNDATIONS \_==≥ w.4.n.a Addendum No. 01

Revised Sheet 618

ID 2040-14-70

August 2, 2023

BLOOM COMPANIES, LLC

REVISION

(773)-520-2078

STRUCTURE DESIGN CONTACTS:
AARON BONK (608) 261-0261

AARON BONK JACOB BONDHUS

ACCEPTED WWW. 05/17/2
CHEF STRUCTURES DESIGN ENGINEER DATE USH 45, RAWSON AVE TO COLLEGE AVE 2-CHORD TRUSS PLANS MILWAUKEE CITY
MILWAUKEE DESIGNED DESIGNED DRAWN DATE THESE ARE STANDARD DESIGN PLANS, DEVELOPED AND MANTARIDE BY THE MISCONDAIN DEPARTMENT OF TRANSPORTATION. THE DESIGNER CERTIFIES THAT THE DESIGN PLAN DETAIL SCHOSTEN ARE CONSISTENT WITH THE CUUNKE PROVINCE PROVI 

**2CVFE** = 0.50

SHEET 1 OF

618

GENERAL NOTES & DESIGN DATA

2023

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I. Ble

Jan P.

TAL CKD.

AASHTO LRFDLTS-1 W/INTERIMS

FRANKL

DATE: 02/01/2023

2040-14-00

9

ESTIMATED QUANTITIES TOTAL

BID ITEM NO.	BID ITEM	LINI	UNIT S-40-3098		
204.0246	REMOVING ANCILLARY STRUCTURE (S-40-780)	EACH	-		
	Contract to the second of the	H	23		
531.5330	FOUNDATION SINGLE-SHAFT TYPE TC-III (S-40-3098)	Ψ.	_		_
955-555 05-55-55	TRUSS CANTILENER 2-CHORD THE IINS-40-3098)	EA	-		





Page 1 of 20

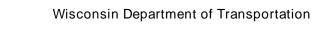
08/02/2023 11:52:46

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	1.000 EACH		
0004	201.0105 Clearing	38.000 STA		
0006	201.0205 Grubbing	38.000 STA		
0008	201.0210 Grubbing	2,727.000 SY		
0010	203.0100 Removing Small Pipe Culverts	2.000 EACH		
0012	204.0100 Removing Concrete Pavement	55,655.000 SY	·	
0014	204.0120 Removing Asphaltic Surface Milling	3,361.000 SY		
0016	204.0150 Removing Curb & Gutter	1,805.000 LF	·	·
0018	204.0155 Removing Concrete Sidewalk	1,842.000 SY	·	·
0020	204.0165 Removing Guardrail	1,857.000 LF	·	
0022	204.0185 Removing Masonry	2.000 CY	·	·
0024	204.0195 Removing Concrete Bases	32.000 EACH		
0026	204.0210 Removing Manholes	24.000 EACH		
0028	204.0215 Removing Catch Basins	3.000 EACH		
0030	204.0220 Removing Inlets	49.000 EACH		
0032	204.0245 Removing Storm Sewer (size) 01. 12-Inch	2,302.000 LF		





Page 2 of 20

08/02/2023 11:52:46

Proposal ID: 20230808007 Project(s): 2040-14-70

Federal ID(s): WISC 2023580

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) 02. 15- Inch	103.000 LF		
0036	204.0245 Removing Storm Sewer (size) 03. 18- Inch	784.000 LF		
0038	204.0245 Removing Storm Sewer (size) 04. 30- Inch	185.000 LF		
0040	204.0245 Removing Storm Sewer (size) 05. 36- Inch	2,425.000 LF		
0042	204.0246 Removing Ancillary Structure (structure) 01. S-40-780	1.000 EACH		
0044	204.0260 Abandoning Inlets	4.000 EACH		
0046	204.0280 Sealing Pipes	13.000 EACH	·	
0048	204.0291.S Abandoning Sewer	5.000 CY		
0050	204.9060.S Removing (item description) 01. Removing Lighting Units	9.000 EACH		
0052	204.9060.S Removing (item description) 02. Removing Traffic Signals, USH 45 and Speedway Dr	1.000 EACH	·	·
0054	204.9060.S  Removing (item description) 03.  Removing Loop Detector Wire and Lead in Cable, USH 45 and Speedway Dr	1.000 EACH		
0056	205.0100 Excavation Common	67,120.000 CY		
0058	209.2500 Backfill Granular Grade 2	5,530.000 TON		





Page 3 of 20

08/02/2023 11:52:46

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	213.0100 Finishing Roadway (project) 01. 2040- 14-70	1.000 EACH	<del>-</del>	
0062	305.0120 Base Aggregate Dense 1 1/4-Inch	54,280.000 TON		
0064	310.0110 Base Aggregate Open-Graded	346.000 TON		
0066	311.0110 Breaker Run	56,880.000 TON		·
0068	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	48.000 EACH		<del></del>
0070	390.0403 Base Patching Concrete SHES	48.000 SY		·
0072	405.0100 Coloring Concrete WisDOT Red	32.000 CY	·	·
0074	405.1000 Stamping Colored Concrete	920.000 CY		·
0076	416.0160 Concrete Driveway 6-Inch	642.000 SY		·
0078	455.0605 Tack Coat	9,097.000 GAL		·
0080	460.2000 Incentive Density HMA Pavement	15,290.000 DOL	1.00000	15,290.00
0082	460.6223 HMA Pavement 3 MT 58-28 S	17,474.000 TON	·	·
0084	460.6224 HMA Pavement 4 MT 58-28 S	6,407.000 TON		
0086	465.0105 Asphaltic Surface	130.000 TON		
0088	465.0110 Asphaltic Surface Patching	4.000 TON	·	





Page 4 of 20

08/02/2023 11:52:46

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	465.0120 Asphaltic Surface Driveways and Field Entrances	106.000 TON		
0092	465.0125 Asphaltic Surface Temporary	1,216.000 TON		
0094	465.0310 Asphaltic Curb	480.000 LF	·	
0096	465.0315 Asphaltic Flumes	28.000 SY		
0098	520.2015 Culvert Pipe Temporary 15-Inch	135.000 LF		
0100	520.8000 Concrete Collars for Pipe	5.000 EACH	·	
0102	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	104.000 LF		
0104	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	1.000 EACH		
0106	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	4.000 EACH		
0108	531.2048 Drilling Shaft 48-Inch	23.000 LF		
0112	532.5330 Truss Cantilever 2-Chord Type III (structure) 01.S-40-3098	1.000 EACH		·
0114	601.0407 Concrete Curb & Gutter 18-Inch Type D	1,478.000 LF	·	
0116	601.0411 Concrete Curb & Gutter 30-Inch Type D	22,993.000 LF		
0118	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	2,591.000 LF		





Page 5 of 20

08/02/2023 11:52:46

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal				
Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	601.0582 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type T	240.000 LF	·	·
0122	601.0600 Concrete Curb Pedestrian	218.000 LF		
0124	602.0410 Concrete Sidewalk 5-Inch	59,328.000 SF	·	<u> </u>
0126	602.0505 Curb Ramp Detectable Warning Field Yellow	480.000 SF		
0128	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	94.000 SF		
0130	603.1232 Concrete Barrier Type S32A	893.000 LF	·	·
0132	606.0200 Riprap Medium	7.000 CY	·	
0134	606.0300 Riprap Heavy	56.000 CY	·	
0136	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	2,189.000 LF		
0138	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	635.000 LF		
0140	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	191.000 LF		
0142	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	807.000 LF	·	
0144	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	943.000 LF	·	
0146	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	2,375.000 LF		





Page 6 of 20

08/02/2023 11:52:46

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	115.000 LF		
0150	611.0530 Manhole Covers Type J	18.000 EACH		·
0152	611.0535 Manhole Covers Type J-Special	1.000 EACH	·	·
0154	611.0610 Inlet Covers Type BW	9.000 EACH		
0156	611.0612 Inlet Covers Type C	5.000 EACH		
0158	611.0624 Inlet Covers Type H	102.000 EACH		
0160	611.0627 Inlet Covers Type HM	8.000 EACH		
0162	611.0651 Inlet Covers Type S	1.000 EACH		
0164	611.0666 Inlet Covers Type Z	5.000 EACH		
0166	611.2005 Manholes 5-FT Diameter	4.000 EACH		
0168	611.2006 Manholes 6-FT Diameter	18.000 EACH		
0170	611.2007 Manholes 7-FT Diameter	2.000 EACH		
0172	611.3003 Inlets 3-FT Diameter	5.000 EACH		
0174	611.3004 Inlets 4-FT Diameter	10.000 EACH		
0176	611.3225 Inlets 2x2.5-FT	10.000 EACH		
0178	611.3230 Inlets 2x3-FT	99.000 EACH		





08/02/2023 11:52:46

#### Proposal Schedule of Items

Page 7 of 20

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	611.8120.S Cover Plates Temporary	16.000 EACH		
0182	612.0106 Pipe Underdrain 6-Inch	6,120.000 LF		
0184	614.0397 Guardrail Mow Strip Emulsified Asphalt	209.000 SY		
0186	614.0800 Crash Cushions Permanent	2.000 EACH		
0188	614.2300 MGS Guardrail 3	88.000 LF		<u> </u>
0190	614.2500 MGS Thrie Beam Transition	40.000 LF		
0192	614.2610 MGS Guardrail Terminal EAT	1.000 EACH		
0194	618.0100 Maintenance And Repair of Haul Roads (project) 01. 2040-14-70	1.000 EACH		
0196	619.1000 Mobilization	1.000 EACH		
0198	620.0300 Concrete Median Sloped Nose	1,677.000 SF		
0200	624.0100 Water	500.000 MGAL		
0202	625.0100 Topsoil	21,555.000 SY		
0204	625.0500 Salvaged Topsoil	8,110.000 SY	·	
0206	627.0200 Mulching	15,380.000 SY		
0208	628.1504 Silt Fence	3,755.000 LF		
0210	628.1520 Silt Fence Maintenance	390.000 LF		





Page 8 of 20

08/02/2023 11:52:46

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	628.1905 Mobilizations Erosion Control	4.000 EACH		<u> </u>
0214	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH		
0216	628.2006 Erosion Mat Urban Class I Type A	14,645.000 SY		
0218	628.7010 Inlet Protection Type B	11.000 EACH		
0220	628.7015 Inlet Protection Type C	165.000 EACH		
0222	628.7560 Tracking Pads	8.000 EACH		
0224	629.0210 Fertilizer Type B	14.600 CWT		
0226	630.0130 Seeding Mixture No. 30	970.000 LB		
0228	630.0170 Seeding Mixture No. 70	30.000 LB	·	
0230	630.0500 Seed Water	1,251.000 MGAL	·	
0232	633.1000 Delineators Barrier Wall	10.000 EACH		
0234	634.0618 Posts Wood 4x6-Inch X 18-FT	153.000 EACH		
0236	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	8.000 EACH		
0238	637.2210 Signs Type II Reflective H	1,196.830 SF		
0240	637.2215 Signs Type II Reflective H Folding	67.140 SF		
0242	637.2230 Signs Type II Reflective F	103.000 SF		·





Page 9 of 20

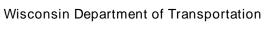
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Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	638.2102 Moving Signs Type II	133.000 EACH		
0246	638.2602 Removing Signs Type II	118.000 EACH	·	
0248	638.3000 Removing Small Sign Supports	122.000 EACH		<u>-</u>
0250	638.4000 Moving Small Sign Supports	94.000 EACH		·
0252	643.0300 Traffic Control Drums	50,914.000 DAY		
0254	643.0420 Traffic Control Barricades Type III	1,460.000 DAY		·
0256	643.0500 Traffic Control Flexible Tubular Marker Posts	231.000 EACH		
0258	643.0600 Traffic Control Flexible Tubular Marker Bases	231.000 EACH		
0260	643.0715 Traffic Control Warning Lights Type C	3,720.000 DAY		·
0262	643.0800 Traffic Control Arrow Boards	394.000 DAY		<u>-</u>
0264	643.0900 Traffic Control Signs	5,764.000 DAY		
0266	643.0920 Traffic Control Covering Signs Type II	22.000 EACH		·
0268	643.1050 Traffic Control Signs PCMS	480.000 DAY		
0270	643.3150 Temporary Marking Line Removable Tape 4-Inch	115,245.000 LF		
0272	643.3250 Temporary Marking Line Removable Tape 8-Inch	6,610.000 LF		·





Page 10 of 20

08/02/2023 11:52:46

Proposal ID: 20230808007 Project(s): 2040-14-70

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0274	643.3505 Temporary Marking Arrow Paint	7.000 EACH		
0276	643.3805 Temporary Marking Stop Line Paint 18- Inch	129.000 LF	<u> </u>	
0278	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	193.000 LF		
0280	643.3950 Temporary Marking Diagonal Removable Tape 12-Inch	180.000 LF		
0282	643.5000 Traffic Control	1.000 EACH		
0284	644.1430 Temporary Pedestrian Surface Plate	1,905.000 SF		
0286	644.1601 Temporary Pedestrian Curb Ramp	240.000 DAY		
0288	644.1605 Temporary Pedestrian Detectable Warning Field	275.000 SF	·	
0290	644.1810 Temporary Pedestrian Barricade	245.000 LF		
0292	645.0111 Geotextile Type DF Schedule A	2,720.000 SY	·	
0294	645.0120 Geotextile Type HR	94.000 SY		
0296	646.1020 Marking Line Epoxy 4-Inch	32,335.000 LF	·	
0298	646.1040  Marking Line Grooved Wet Ref Epoxy 4-Inch	650.000 LF		
0300	646.1545  Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	6,770.000 LF		





Page 11 of 20

08/02/2023 11:52:46

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0302	646.3545  Marking Line Grooved Wet Ref Contrast Epoxy 8-Inch	5,800.000 LF	·	
0304	646.5020 Marking Arrow Epoxy	75.000 EACH		
0306	646.5120 Marking Word Epoxy	50.000 EACH		
0308	646.5220 Marking Symbol Epoxy	10.000 EACH		
0310	646.6120 Marking Stop Line Epoxy 18-Inch	580.000 LF		
0312	646.6464 Cold Weather Marking Epoxy 4-Inch	39,755.000 LF		
0314	646.6468 Cold Weather Marking Epoxy 8-Inch	5,800.000 LF		
0316	646.7120 Marking Diagonal Epoxy 12-Inch	945.000 LF		
0318	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,810.000 LF		
0320	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	810.000 LF		
0322	646.8120 Marking Curb Epoxy	775.000 LF	·	
0324	646.8220 Marking Island Nose Epoxy	20.000 EACH	·	
0326	646.9000 Marking Removal Line 4-Inch	15,100.000 LF		
0328	646.9055 Marking Removal Line Grooved Contrast Permanent Tape 4-Inch	285.000 LF	·	
0330	646.9100 Marking Removal Line 8-Inch	3,220.000 LF		·





Page 12 of 20

08/02/2023 11:52:46

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line	Item ID	Approximate Quantity and	Unit Price	Bid Amount
Number	Description	Units		
0332	646.9200	100.000		
	Marking Removal Line Wide	LF	·	·
0334	646.9300 Marking Removal Special Marking	6.000 EACH	·	
0336	650.4000 Construction Staking Storm Sewer	237.000 EACH		
0338	650.4500 Construction Staking Subgrade	5,490.000 LF		
0340	650.5000 Construction Staking Base	5,490.000 LF		·
0342	650.5500 Construction Staking Curb Gutter and Curb & Gutter	27,062.000 LF	·	
0344	650.6000 Construction Staking Pipe Culverts	2.000 EACH	·	
0346	650.7500 Construction Staking Concrete Barrier	893.000 LF		
0348	650.8000 Construction Staking Resurfacing Reference	5,490.000 LF		
0350	650.8501 Construction Staking Electrical Installations (project) 01. 2040-14-70	1.000 EACH		
0352	650.9000 Construction Staking Curb Ramps	54.000 EACH		
0354	650.9500 Construction Staking Sidewalk (project) 01. 2040-14-70	1.000 EACH		
0356	650.9911 Construction Staking Supplemental Control (project) 01. 2040-14-70	1.000 EACH	·	
0358	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	5,603.000 LF	·	·





Page 13 of 20

08/02/2023 11:52:46

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0360	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,728.000 LF		·
0362	652.0615 Conduit Special 3-Inch	150.000 LF		
0364	652.0800 Conduit Loop Detector	1,057.000 LF		
0366	653.0135 Pull Boxes Steel 24x36-Inch	6.000 EACH		·
0368	653.0140 Pull Boxes Steel 24x42-Inch	22.000 EACH		
0370	653.0905 Removing Pull Boxes	19.000 EACH		
0372	654.0101 Concrete Bases Type 1	5.000 EACH		
0374	654.0105 Concrete Bases Type 5	3.000 EACH		
0376	654.0110 Concrete Bases Type 10	3.000 EACH		·
0378	654.0113 Concrete Bases Type 13	1.000 EACH		·
0380	654.0120 Concrete Bases Type 10-Special	2.000 EACH		·
0382	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH		
0384	654.0230 Concrete Control Cabinet Bases Type L30	2.000 EACH		
0386	655.0230 Cable Traffic Signal 5-14 AWG	744.000 LF		
0388	655.0240 Cable Traffic Signal 7-14 AWG	264.000 LF		·





Page 14 of 20

08/02/2023 11:52:46

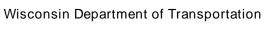
Proposal ID: 20230808007 Project(s): 2040-14-70

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0390	655.0260 Cable Traffic Signal 12-14 AWG	2,985.000 LF		
0392	655.0320 Cable Type UF 2-10 AWG Grounded	912.000 LF		
0394	655.0515 Electrical Wire Traffic Signals 10 AWG	2,432.000 LF		
0396	655.0610 Electrical Wire Lighting 12 AWG	16,523.000 LF		
0398	655.0615 Electrical Wire Lighting 10 AWG	1,185.000 LF		
0400	655.0620 Electrical Wire Lighting 8 AWG	2,175.000 LF		
0402	655.0625 Electrical Wire Lighting 6 AWG	21,240.000 LF		
0404	655.0640 Electrical Wire Lighting 1 AWG	36.000 LF		
0406	655.0700 Loop Detector Lead In Cable	5,258.000 LF		
0408	655.0800 Loop Detector Wire	3,572.000 LF	·	
0410	655.0900 Traffic Signal EVP Detector Cable	963.000 LF	·	
0412	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. USH 45 and Speedway Dr	1.000 EACH	·	·
0414	656.0401 Electrical Service Main Lugs Only Meter Pedestal (location) 01. LCCB-01	1.000 EACH		
0416	656.0401 Electrical Service Main Lugs Only Meter Pedestal (location) 02. LCCB-02	1.000 EACH		
0418	657.0100 Pedestal Bases	5.000 EACH	·	







Page 15 of 20

08/02/2023 11:52:46

Proposal ID: 20230808007 Project(s): 2040-14-70

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0420	657.0322 Poles Type 5-Aluminum	1.000 EACH		
0422	657.0420 Traffic Signal Standards Aluminum 13-FT	1.000 EACH		
0424	657.0425 Traffic Signal Standards Aluminum 15-FT	3.000 EACH		
0426	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH	·	
0428	657.0610 Luminaire Arms Single Member 4 1/2- Inch Clamp 6-FT	1.000 EACH		
0430	658.0173 Traffic Signal Face 3S 12-Inch	14.000 EACH		
0432	658.0174 Traffic Signal Face 4S 12-Inch	8.000 EACH		
0434	658.0416 Pedestrian Signal Face 16-Inch	8.000 EACH		
0436	658.0500 Pedestrian Push Buttons	8.000 EACH		·
0438	658.5070 Signal Mounting Hardware (location) 01. USH 45 and Speedway Dr	1.000 EACH		·
0440	659.1125 Luminaires Utility LED C	7.000 EACH		
0442	659.2230 Lighting Control Cabinets 240/480 30- Inch	2.000 EACH	·	
0444	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	43.000 EACH		
0446	661.0201 Temporary Traffic Signals for Intersections (location) 01. USH 45 and Speedway Dr	1.000 EACH	·	





08/02/2023 11:52:46

#### Proposal Schedule of Items

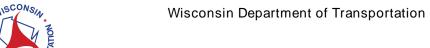
Page 16 of 20

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0448	661.0300 Generators	1.000 DAY		<u></u>
0450	670.0101 Field System Integrator	1.000 EACH		
0452	670.0201 ITS Documentation	1.000 EACH		
0454	671.0132 Conduit HDPE 3-Duct 2-Inch	1,963.000 LF		
0456	671.0232 Conduit HDPE Directional Bore 3-Duct 2-Inch	51.000 LF	·	
0458	673.0105 Communication Vault Type 1	2.000 EACH		
0460	678.0072 Install Fiber Optic Cable Outdoor Plant 72-CT	2,491.000 LF	·	
0462	678.0200 Fiber Optic Splice Enclosure	1.000 EACH		
0464	678.0300 Fiber Optic Splice	4.000 EACH		
0466	678.0501 Communication System Testing	1.000 EACH	·	
0468	678.0600 Install Ethernet Switches	1.000 EACH		
0470	690.0150 Sawing Asphalt	1,219.000 LF		
0472	690.0250 Sawing Concrete	10,842.000 LF		
0474	715.0603 Incentive Strength Concrete Barrier	447.000 DOL	1.00000	447.00
0476	740.0440 Incentive IRI Ride	12,500.000 DOL	1.00000	12,500.00





Page 17 of 20

08/02/2023 11:52:46

Proposal ID: 20230808007 Project(s): 2040-14-70

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0478	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	5,400.000 HRS	5.00000	27,000.00
0480	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	11,400.000 HRS	5.00000	57,000.00
0482	SPV.0060 Special 01. Remove Sanitary Sewer Manhole	1.000 EACH		
0484	SPV.0060 Special 02. Relocate Hydrant Assembly	6.000 EACH		
0486	SPV.0060 Special 03. Relocate & Replace Hydrant Valve & Box	3.000 EACH		·
0488	SPV.0060 Special 04. Relocate & Replace 8" Main Valve Box	1.000 EACH		
0490	SPV.0060 Special 05. Adjust Valve Box	31.000 EACH	·	
0492	SPV.0060 Special 06. Adjust Hydrant Valve Box	18.000 EACH		
0494	SPV.0060 Special 07. Adjust Hydrant Assembly	4.000 EACH		
0496	SPV.0060 Special 08. Manhole Adjustment	10.000 EACH		
0498	SPV.0060 Special 09. Replace Manhole Casting	10.000 EACH		
0500	SPV.0060 Special 10. Section Corner Monuments	2.000 EACH		
0502	SPV.0060 Special 11. Concrete Bases Type 5 Modified	60.000 EACH	<u></u>	
0504	SPV.0060 Special 12. Construction Staking Water Main	9.000 EACH	·	





Page 18 of 20

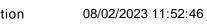
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Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

0506         SPV.0060         1.000           Special 13. Lighting System Integrator         EACH           0508         SPV.0060         1.000           Special 14. Lighting System Survey         EACH           0510         SPV.0060         1.000           Special 15. Temporary Infrared EVP System for the Intersection of USH 45 and Speedway Dr         EACH           0512         SPV.0060         1.000           Special 16. Transport Traffic Signal and Intersection Lighting Materials         EACH           0514         SPV.0060         1.000           Special 17. Transport and Install State Furnished Traffic Signal Cabinet         EACH           0516         SPV.0060         1.000           Special 18. Transport and Install State Furnished EVP Detector Heads         EACH           0518         SPV.0060         1.000           Special 19. Install Poles Type 9 Special         EACH           0520         SPV.0060         3.000           Special 20. Install Poles Type 10         EACH           0522         SPV.0060         1.000           Special 21. Install Monotube Arms - 15         EACH           FT         EACH         EACH           0526         SPV.0060         2.000           Special 23. Install Monotu	Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
Special 14. Lighting System Survey	0506				
Special 15. Temporary Infrared EVP System for the Intersection of USH 45 and Speedway Dr	0508				<u>-</u>
Special 16. Transport Traffic Signal and Intersection Lighting Materials	0510	Special 15. Temporary Infrared EVP System for the Intersection of USH 45		<u></u>	·
Special 17. Transport and Install State Furnished Traffic Signal Cabinet	0512	Special 16. Transport Traffic Signal and			
Special 18. Transport and Install State Furnished EVP Detector Heads	0514	Special 17. Transport and Install State			
Special 19. Install Poles Type 9 Special       EACH         0520       SPV.0060       3.000         Special 20. Install Poles Type 10       EACH         0522       SPV.0060       1.000         Special 21. Install Poles Type 10 Special       EACH         0524       SPV.0060       2.000         Special 22. Install Monotube Arms - 15       EACH         FT       FACH          0526       SPV.0060       1.000         Special 23. Install Monotube Arms - 30       EACH          FT       SPV.0060       2.000         Special 24. Install Monotube Arms - 45       EACH          FT       EACH          0530       SPV.0060       6.000         Special 25. Install Luminaire Arms 15 FT       EACH	0516	Special 18. Transport and Install State		·	
Special 20. Install Poles Type 10       EACH         0522       SPV.0060       1.000         Special 21. Install Poles Type 10 Special       EACH         0524       SPV.0060       2.000         Special 22. Install Monotube Arms - 15       EACH         FT       EACH         0526       SPV.0060       1.000         Special 23. Install Monotube Arms - 30       EACH         FT       EACH         0528       SPV.0060       2.000         Special 24. Install Monotube Arms - 45       EACH         FT       EACH          0530       SPV.0060       6.000         Special 25. Install Luminaire Arms 15 FT       EACH	0518				·
Special 21. Install Poles Type 10 Special       EACH	0520				·
Special 22. Install Monotube Arms - 15	0522				·
Special 23. Install Monotube Arms - 30   EACH	0524	Special 22. Install Monotube Arms - 15			·
Special 24. Install Monotube Arms - 45       EACH	0526	Special 23. Install Monotube Arms - 30			
Special 25. Install Luminaire Arms 15 FT EACH	0528	Special 24. Install Monotube Arms - 45			
Steel	0530				







Page 19 of 20

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0532	SPV.0060 Special 26. Lighting Pull Boxes Non- Metallic Franklin 13x24x18-Inch	62.000 EACH		
0534	SPV.0060 Special 27. Decorative Lighting Pole and LED Luminaire Single	9.000 EACH		
0536	SPV.0060 Special 28. Decorative Lighting Pole and LED Luminaire Twin	51.000 EACH		
0538	SPV.0060 Special 29. Install Monotube Arms - 55 FT	1.000 EACH		
0540	SPV.0060 Special 30. Transport and Install State Furnished Video Detection System	1.000 EACH	·	
0542	SPV.0060 Special 31. Install Fiber Optic Communications in Cabinet USH 45 & Speedway Dr	1.000 EACH	·	
0544	SPV.0060 Special 32. Lighting Units Salvaged	2.000 EACH	·	
0546	SPV.0060 Special 33. Install Poles Type 12	1.000 EACH		
0548	SPV.0060 Special 34. Field Office Type T	1.000 EACH	·	
0550	SPV.0060 Special 35. Utility Line Opening (ULO)	30.000 EACH		
0552	SPV.0060 Special 36. Temporary Apron Endwalls for Culvert Pipe 12-Inch	1.000 EACH	·	·
0554	SPV.0060 Special 37. Temp Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 15-Inch 6 to 1	2.000 EACH		
0556	SPV.0090 Special 01. Insulate Water Main (Granular Backfill)	148.000 LF	·	·





Page 20 of 20

08/02/2023 11:52:46

Federal ID(s): WISC 2023580

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0558	SPV.0090 Special 02. 8-Inch PVC Water Main (Granular Backfill)	51.000 LF		<u></u>
0560	SPV.0090 Special 03. 20-Inch Ductile Iron Water Main (Granular Backfill)	49.000 LF	·	·
0562	SPV.0090 Special 04. 6-Inch PVC Hydrant Lead	95.000 LF		
0564	SPV.0090 Special 05. Fiber Optic Warning Tape	2,491.000 LF		·
0566	SPV.0090 Special 06. Temporary Precast Trench Drain	306.000 LF		
0568	SPV.0165 Special 01. Wall Modular Block Gravity Landscape (STA 953+25)	80.000 SF		
0570	SPV.0195 Special 01. Milling and Removing Temporary Joint	100.000 TON		·
0572	531.5330 Foundation Single-Shaft Type TC-III (structure) 01. S-40-3098	1.000 EACH		<u> </u>
0574	650.6501 Construction Staking Structure Layout (structure) 01. S-40-3098	1.000 EACH	·	·
	Section: 00	001	Total:	·

Total Bid: