

HIGHWAY WORK PROPOSAL

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

Proposal Number: **014**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	2667-03-71	WISC 2022166	N Humboldt Blvd; E North Ave To E Keefe Ave	LOC STR

ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$260,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: February 8, 2022 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 15, 2023	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 11%	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: Milling, Grade, Storm Sewer, Base, Concrete Pavement, Asphalt Pavement, Curb & Gutter, Sidewalk, Landscaping, Signing, Signals, Lighting, Pavement Marking	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the 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:
 1. Have a properly executed annual bid bond on file with the department.

2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 1. Download the latest schedule of items reflecting all addenda from the Bid Express™ web site.
 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

- (1) The bidder may request a waiver of the electronic submittal requirements. Submit a written request for a waiver in lieu of bids submitted on the internet or on a printout with accompanying diskette or CD ROM. Use the waiver that was included with the paper bid document sent to the bidder or type up a waiver on the bidder's letterhead. The department will waive the electronic submittal requirements for a bidding entity (individual, partnership, joint venture, corporation, or limited liability company) for up to 4 individual proposals in a calendar year. The department may allow additional waivers for equipment malfunctions.
- (2) Submit a schedule of items on paper conforming to section 102 of the standard specifications. The department charges the bidder a \$75 administrative fee per proposal, payable at the time and place the department designates for receiving bids, to cover the costs of data entry. The department will accept a check or money order payable to: "Wisconsin, Dept. of Transportation."
- (3) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 1. The bidder fails to provide the written request for waiver of the electronic submittal requirements.
 2. The bidder fails to pay the \$75 administrative fee before the time the department designates for the opening of bids unless the bidder requests on the waiver that they be billed for the \$75.
 3. The bidder exceeds 4 waivers of electronic submittal requirements within a calendar year.
- (4) In addition to the reasons specified in section 102 of the standard specifications, the department may refuse to issue bidding proposals for future contracts to a bidding entity that owes the department administrative fees for a waiver of electronic submittal requirements.

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

(Company Name) **(Affix Corporate Seal)**

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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STSP'S Revised July 8, 2021

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2667-03-71 N Humboldt Blvd, between E North Avenue and E Keefe Avenue, Loc Str, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2022 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20210708)

2. Notice to Contractor – Mandatory Pre-Bid Meeting.

Supplement standard spec 102.3.1 with the following:

(3) Prospective bidders are required to attend a mandatory pre-bid virtual meeting on Tuesday, January 11, 2022, at 2:00 pm.

The meeting will be hosted virtually via TEAMS. Please contact Samuel Medhin (414) 286-0474 to request an email invitation to this meeting. The invitation will include a link to the virtual meeting and a phone number as an alternate method to participate.

The meeting agenda will include the following:

- Project Overview
- Temporary Signals
- Utility Work; Lead Service Laterals
- Construction Staging

No meeting minutes will be prepared, but a published response will be sent out addressing all questions raised at the meeting.

3. Scope of Work.

The work under this contract shall consist of concrete roadway reconstruction, new curb and gutter, new sidewalk, new storm inlets and lateral connections, new curb extensions and pedestrian ramps, planting trees, monotube poles and mast arms, conduit, control vaults traffic signals and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

4. Prosecution and Progress.

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

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

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

Do not commence work under this contract until the required traffic control devices and markings are in place and the engineer approves the installations. If the contractor desires to work on Saturday, Sunday, or nationally recognized legal holidays, he must obtain approval from the engineer at least 24 hours in advance. If scheduling changes after approval has been obtained, the engineer must be notified as soon as possible, but not later than 12:00 PM.

Hold progress meetings once a week. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work to begin within the next two weeks are to attend and provide a written schedule of the next week(s) operations. Include begin and end dates of specific prime and subcontractor work operations. Agenda items to include review of contractor's schedule and subcontractor's schedule, evaluation of progress and pay items, and revisions if necessary. Plans and specifications for upcoming work shall be reviewed to prevent potential problems of conflicts between contractors.

Interim Completion and Liquidated Damages: December 14, 2022

Complete all contract work excluding signals, street lighting, all trees, shrubs, plants, and other landscaping and open the roadway to through traffic by December 14, 2022.

If the contractor fails to complete the work necessary to reopen complete all contract work excluding signals, street lighting, all trees, shrubs, plants, and other landscaping and open the roadway to through traffic by December 14, 2022, the department will assess the contractor \$2175 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on December 15, 2022. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Winter Shutdown

Winter shutdown will commence with the completion of all contract work excluding all trees, shrubs, plants, and other landscaping in the Fall of 2022. Do not resume work until April 1, 2023 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2023. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Signals and Street Lighting work shall begin with the April 1, 2023 recommencement of work after Winter Shutdown, and be completed by May 31, 2023.

Furnishing and planting all trees, shrubs, and plants shall not commence until May 1, 2023, and all plantings shall be completed prior to 12:01 AM May 15, 2023.

Use the remaining contract time to complete all landscape surveillance and care cycles in 2023.

Emergency Vehicle Access

Maintain emergency vehicular access at all times to roadways located within the project limits.

Supplement standard spec 107.18 with the following:

Use equipment having vacuum or water-spray mechanisms to eliminate the dispersion of dust when performing roadway-cleaning operations. Provide suitable, self-contained particulate collectors, if vacuum equipment is used, to prevent discharge from collection bin into the atmosphere.

Except where noted, keep all intersections accessible at all times. Include any costs associated with staging operations at intersections that are to remain accessible at all times in the unit bid price for Traffic Control (2267-0371).

Maintain or provide where necessary, as directed by the engineer, pedestrian access to adjacent properties, businesses, recreation areas, and bus stops. Provide adequate temporary sidewalk and bridging between the curb and the right-of-way line over freshly paved concrete or other obstructions on the sidewalk area at entrances to buildings or as directed by the engineer. The cost of bridging shall be included in the unit bid price for Concrete Sidewalk 5-Inch.

Once concrete sidewalks are poured, take necessary precautions to preserve the condition of the new concrete items. Any pavement or sidewalk that is damaged shall be replaced at the contractor's expense.

Maintain pedestrian facilities according to American with Disabilities Act Accessibility Guidelines (ADAAG) requirements at all times. Construct temporary pedestrian access accommodations (crosswalks, curb ramps, and pedestrian surfaces) as shown in the plans, or where necessary, as directed by the engineer. Payment for the construction of temporary pedestrian access accommodations will be made by the department under the bid items Temporary Pedestrian Surface Asphalt and Temporary Curb Ramp, unless otherwise shown on the plans.

Existing trees and utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between features for the paving and grading equipment.

Maintain vehicular access to all business and commercial properties at all times except as noted in the traffic control plans and specifications.

Store drums, buckets and other containers related to construction operations in a secure area to prevent vandalism, spills, and unwanted dumping. If an abandoned container is discovered on the project site, notify the WDNR at (800) 943-0003.

Northern Long-eared Bat (*Myotis septentrionalis*)

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

According to the final 4(d) rule issued for the NLEB, the department has determined that the proposed activity may affect, but will not result in prohibited take of the NLEB. The activity involves tree removal but will not occur within 0.25 miles of a known hibernacula, nor will the activity remove a known maternity roost tree or any other tree within 150 feet of a known maternity roost tree.

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

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

Construction Staging

The reconstruction of the N. Humboldt Boulevard between E North Ave and E Keefe Avenue will be undertaken in a Pre-Stage 1 and two major and one minor stages as shown on the traffic control plans and described below:

During Pre-Stage 1 the parking lanes side of N Humboldt Boulevard between E North Ave and E Meinecke Ave and E Center St and E Locust St will be open for traffic with one northbound lane and one southbound lane while the inside northbound and southbound lanes will be closed during track zone removal.

During Stage 1 the west side of N Humboldt Blvd will be open for 2-way traffic with the east side of N Humboldt Blvd is closed for construction. Pedestrian access will be maintained on the west side of N Humboldt Blvd.

Use Stage 1 Modified as shown in the plans, if utility relocations are not complete prior to the start of Stage 1.

During Stage 2 the east side of N Humboldt Blvd will be open for 2-way traffic with the west side of N Humboldt Blvd closed for construction. Pedestrian access will be maintained on the east side of N Humboldt Blvd.

During Stage 3 the newly constructed N Humboldt Blvd will be open for both northbound and southbound traffic while the eastside curb extensions will be constructed as indicated on the traffic control plans. Pedestrian access will be maintained on both sides of N Humboldt Blvd except at the eastside of the intersections where curb extensions will be constructed.

Sidewalk Construction

The sidewalk adjacent to the roadway pavement work must either remain in place through the duration and be replaced after, or be removed and replaced prior to undertaking the adjacent roadway pavement work to ensure adequate pedestrian access while vehicular access to properties is restricted.

Removal and replacement of sidewalk should be scheduled, so that the time lapse between the removal and replacement is minimal. Provide temporary sidewalk, when deemed necessary, or when directed by the engineer.

Maintain all pedestrian access to adjacent properties, businesses, and at bus stops. Provide asphalt surface at temporary crosswalks where necessary, or as directed by the engineer. Construction of temporary crosswalks will be paid for under the bid item 644.1410 Temporary Pedestrian Surface Asphalt. Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete or other obstructions on the sidewalk area at entrances to buildings as directed by the engineer. The cost of bridging shall be included in the unit bid price for 602.0410 Concrete Sidewalk 5-Inch.

Once work has started on the contract, work continually until the contract work is complete. The contract will not be considered complete until all items on the contract are completed, including sodding and roadway finishing. If the contractor desires to work on Saturday, Sunday, or nationally recognized legal holidays, he must obtain approval from the engineer at least 24 hours in advance. If scheduling changes after approval has been obtained, notify the engineer as soon as possible, but not later than 3:00 PM of the prior day.

Except where noted, keep all intersections accessible at all times, except during placing of concrete pavement and curing operations. Include any costs associated with staging operations at intersections that are to remain accessible at all times in the unit bid prices for Concrete Pavement, 8 Inch. Staging concrete paving operations in intersections will not be considered a pavement gap.

During construction operations, ramp sawed joints at intersecting streets with asphaltic surface material between the existing pavement surface and the adjacent milled surface, as directed by the engineer, to permit the safe passing of vehicles. The cost of the materials, labor, and equipment necessary to install such ramps is to be paid under bid item 465.0105, Asphaltic Surface.

The contractor may make other arrangements with individual businesses prior to construction. The arrangement must be in writing, signed by the contractor and business owner, and approved by the construction engineer.

Driveway Construction/Access

Inform property owners at least 48 hours prior to removing a driveway approach that serves that property, including giving owners 48-hours to remove their vehicles prior to driveway removal or closing of the driveway approach access.

Driveway approach removal and replacement should be scheduled, so that the time lapse between the removal and replacement is:

- Seven days for normal strength concrete driveways.
- Three days for HES concrete driveways.

Stage construction activities in order to maintain through vehicular access on North Humboldt Boulevard according to the traffic control plans. The staging of work activities shall provide driveway access to local businesses at all times as specified below. Staging for driveway access shall include, but is not limited to the following four methods:

A. HES Concrete Driveway

Construct driveway with 7-inch high early strength concrete (HES) as shown on the plans. Contact property owners to make arrangements to pour driveways to minimize business access impacts.

B. Concrete Pavement Gap

In order to provide continuous access to the businesses, pavement gaps or adequate bridging to support businesses' vehicles shall be used. The access areas shall have ample width and length to accommodate turns from the businesses' vehicles. Temporary vehicle access to the businesses may be provided with base aggregate as directed by the engineer. Include the cost for the base aggregate in the unit bid price for Base Aggregate Dense 1¼-inch. The pavement, curb and driveways at the pavement gaps shall be constructed as soon as cure time allows vehicular access of the paved portions.

The access provided shall be wide-enough for a semi-truck turning radius.

C. Alternate Driveways

Keep one driveway in place while the other is being constructed or open.

D. Halves

Construct driveway one half at a time.

ADDRESS	LOCATION	METHOD
2650-56 N Humboldt Blvd	129+30; RT	A and B
2660 N Humboldt Blvd	130+40; RT	A, B, and D
2730 N Humboldt Blvd	134+40 and 135+00 RT	A, B, C, and D
2830 N Humboldt Blvd	139+60; RT	A, B and D
1020 E Locust Street	153+50; LT	A, B, and D
1020 E Locust Street	9+20H, LT	A, B, and D
1025 E Locust Street	144+85; LT	A and D
1025 E Locust Street	8+75H; RT	A and D
2909 N Humboldt Blvd	147+30; LT	A and D
2909 N Humboldt Blvd	9+20H; LT	A, B, and D
2941-63 N Humboldt Blvd	148+45; LT	A and D
3248 N Humboldt Blvd	147+30; RT	A, B, and D
Alley	Between Station 132+00 and 132+50 RT	A and D

Provide shared pavement gap in the median for the following locations.

- 2650 N Humboldt Blvd and 2660 N Humboldt Blvd or Stations 129+30 and 130+40
- 2909 N Humboldt Blvd and 2941 N Humboldt Blvd or Stations 147+29 and 148+43
- Station 169+94 to Station 170+13

Lay out all transverse joints in this project, including intersections. Ensure that the engineer approves joint layout before paving. Joint spacing must not exceed 15 feet, as shown on the standard detail drawing. Place joints at end-of-radii, center line and flange line extended, all zero face driveway openings for depressed driveways and, when feasible, at all manholes, catch basins or inlets, and water valve boxes. Include the cost of all jointing in the unit bid price for Concrete Pavement, 8 Inch.

5. Traffic.

Undertake traffic control according to standard spec 643 and/or as approved by the engineer, except as hereinafter modified.

Submit to the engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan ten days prior to the preconstruction conference.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed, in accord with standard spec 643.3.1(6). The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made.

Supply the name and telephone number of a local contact person for traffic control repair prior to or at the preconstruction conference.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to reroute traffic during the construction operations.

During all construction operations, maintain adequate turning provisions for vehicles, including buses and trucks, at the intersections that are to remain open.

Local access to residences and businesses within the project area shall be maintained to the maximum extent possible. No residential or commercial drive approach shall be closed without sufficient notice given to the occupants of the premise to remove their vehicles prior to removal or closing of the drive approach access. Reasonable access to abutting business locations shall be maintained at all times.

On-street parking will not be allowed during construction.

In the event where emergency vehicles and equipment which provide fire, police, and rescue service for the public need access to properties, the contractor shall cooperate to the fullest extent in accommodating emergency access in the shortest possible time.

All construction vehicles and equipment entering or leaving traffic lanes shall yield to through traffic.

The City of Milwaukee will provide all posting of no parking restrictions, necessary to facilitate construction operations. Contact Cameron Potter at (414) 286-3276, three working days prior to the start of construction.

When an area of the roadway is temporarily closed to traffic, sign and delineate the portion of the roadway that is to remain open, according to Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD), and the WisDOT manual titled "Guidelines for Construction, Maintenance, & Utility Operations".

Do not switch traffic to the next construction stage until all signing, pavement marking, traffic control devices for the stage are in place, conflicting pavement markings and signs are covered or removed, and as directed by the engineer.

Maintain a minimum of 1 foot of lateral clearance from the edge of live travel lanes to all traffic control devices.

The project includes street lighting and traffic signals. Maintain existing traffic signals and functionality of the lighting system during the project with existing lighting or temporary lighting. Maintain existing traffic signals at each intersection until temporary traffic signals are in place and operating at that intersection.

Traffic Control Signs PCMS

Install Traffic Control Signs PCMS at the project ends to notify motorists of upcoming construction activities two weeks before the start of construction activities and one week prior to beginning each construction stage or prior to any detour. These timeframes may be adjusted by the engineer.

Coordinate the locations of Traffic Control Signs PCMS with the engineer. Obtain acceptance from the engineer for all messages for all Traffic Control Signs PCMS.

Advance Notification

Notify City of Milwaukee first responders (police, fire, EMS), Milwaukee County Sheriff's Department, engineer, Milwaukee Public Schools, garbage/recycling pick-up companies, and the post office two weeks in advance of all traffic switches, lane closures, road closures, and detours. Notifications should be confirmed with all parties one week before implementation. Parties shall also be notified if a closure is cancelled.

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 N. Humboldt Blvd traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 27, 2022 to 6:00 AM Tuesday, May 31, 2022 for Memorial Day;
- From noon Friday July 1, 2022 to 6:00 AM Tuesday July 5, 2022 for Independence Day;
- From noon Friday, September 2, 2022 to 6:00 AM Tuesday, September 6, 2022 for Labor Day;
- From noon Friday, May 26, 2023 to 6:00 AM Tuesday, May 30, 2023 for Memorial Day;
- From noon Monday July 3, 2023 to 6:00 AM Wednesday July 5, 2023 for Independence Day;
- From noon Friday, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day.

stp-107-005 (20181119)

7. Utilities.

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

stp-107-066 (20080501)

The City of Milwaukee has notified the department that the following operations necessary for the construction of new facilities and/or adjustment of existing facilities will be coordinated with the contractor's construction operations by each representative utility unless otherwise noted. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required by statutes. Use caution to ensure the integrity of underground facilities and maintain code ranges from overhead facilities at all times.

The project contains numerous utility manholes located within the construction area. The utility companies have been advised of the requirement to coordinate adjusting their manhole covers in conjunction with the contractor's operations. Provide a minimum of 10 working days advance notice to each manhole owner before commencing construction operations over affected manholes. In addition, provide 10 working days advance notice so utilities may set their covers to match final pavement elevations.

Note: Bidders are advised to contact each utility company listed in the plans prior to preparing their bid to obtain current information on the status of each utility company's work required in association with the project. Existing trees, street light poles, hydrants and utility poles are to remain in place during construction unless noted on plans. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, hydrants, poles, other utilities and any other physical structures and the construction equipment. During construction operations, keep all manholes accessible to utility companies for emergencies.

A. AT&T Wisconsin

AT&T Wisconsin has underground facilities within the project limits.

AT&T forces will rod existing conduit and place innerduct between all sections that are located between the following manholes for future fiber cabling:

Station 106+17 to Station 139+21;

Station 139+21 to Station 168+96

AT&T forces will perform and coordinate conduit repairs during construction after pavements are removed, prior to replacement in three spans. Each span is called Span 1, Span 2, and Span 3.

AT&T forces will place innerduct between manholes Station 153+47 to Station 156+78 within Span 1.

AT&T forces will repair 20 foot conduit at the following stations and offsets in Span 1:

Station 170+79 to Station 170+99, 12' RT

AT&T forces will place innerduct between manholes Station 156+78 to Station 178+37 within Span 2.

AT&T forces will repair 20 foot conduit at the following stations and offsets in Span 2:

Station 173+75 to Station 173+95, 12' RT; Station 174+95 to Station 175+15, 12' RT;
Station 175+55 to Station 176+75, 12' RT

AT&T forces will place innerduct between manholes Station 178+37 to Station 186+54 within Span 3.

AT&T forces will repair 20 foot conduit at the following stations and offsets in Span 3:

Station 179+05 to Station 179+25, 12' RT; Station 180+70 to Station 180+90, 12' RT;
Station 179+70 to Station 179+90, 12' RT; Station 184+60 to Station 184+80, 12' RT;
Station 180+25 to Station 180+45, 12' RT;

AT&T will adjust the following manhole frames and covers to the proposed roadway grades in conjunction with paving operations at the following station and offset:

CONC MH2A18 Station 106+17, 17' LT - Intersection of E North Avenue (Reference only)

CONC MH2A17 Station 109+25, 16' LT – At E Walworth Street

CONC MH2A16 Station 112+77, 16' LT – Intersection of E Meinecke Avenue

CONC MH1D13 Station 139+21, 14' LT – Intersection of E Hadley Street

CONC MH1D14 Station 142+37, 17' LT – Mid-block north of E Hadley Street

CONC MH1D15 Station 145+85, 14' LT – Intersection of E Locust Street

CONC MH1D16 Station 149+17, 12' LT – Mid-block north of E Locust Street

CONC MH1D17 Station 152+47, 12' LT – Intersection of E Chambers Avenue – south roadway

CONC MH1D18 Station 155+78, 13' LT – At E Chambers Avenue – north roadway

CONC MH1D19 Station 159+00, 12' LT – Intersection of E Burleigh Street

CONC MH1D20 Station 162+54, 12' LT – Mid-block north of E. Burleigh Street

CONC MH1D21 Station 165+69, 12' LT – Intersection of E Auer Avenue

CONC MH1D22 Station 168+96, 12' LT – Mid-block north of E. Auer Avenue

CONC MH1D23 Station 172+29, 12' LT – Intersection of E Concordia Avenue

EDGE MH2A11 Station 177+37, 13' LT – Intersection of E Townsend Avenue

EDGE MH2A09 Station 185+55, 13' LT – Intersection of E Keefe Avenue

Repairs require 3 to 4 working days per Span location once notified that the roadway pavements are removed and access is granted.

Manhole adjustments require 1 working day per location. Provide Mr. Jay Bulanek a 7 working day notice to coordinate work.

Estimated 30 working days for all work. Contact Mr. Jay Bulanek of AT&T at (414) 491-2855; jb5175@att.com with concerns or questions.

B. AT&T LNS / AT&T Metro

AT&T Local Network Services (LNS) has underground facilities within the project limits. There are no anticipated conflicts, and no relocation of their facilities is required.

Contact Timothy Lapointe at (281) 352-3631, with concerns or questions.

C. City of Milwaukee

C.1 City Underground Conduit (CUC)

The City of Milwaukee City Underground Conduit utility has facilities within the project limits.

New conduit and manhole packages are to be installed by the contractor as part of the project as described in contract documents.

Contact Karen Rogney at (414) 286-3243 with comments and concerns.

C.2 City Communications

The City of Milwaukee Communications utility has facilities within the project limits. These facilities are to remain. The contractor shall furnish and install fiber optic cable outdoor plant 72-CT within City of Milwaukee City Underground Conduit as described in contract documents.

Contact Communication Dispatch at (414) 286-3686 with any questions or concerns.

C.3 Forestry

The City of Milwaukee has irrigation within the existing medians throughout the project. The city will relocate irrigation taps within the project limits prior to construction.

Contact James Kringer, (414) 708-2428, of City of Milwaukee at least 7 days in advance of excavation or construction to coordinate locations near the irrigation tap facilities.

C.4 Sewer

The City of Milwaukee has sewer facilities within the limits of the project. Adjustment and construction of sewer laterals, manholes, and inlets shall be done by the contractor as part of this project. The contractor will adjust sewer manholes and catch basin inlet frames as described in the contract documents.

Contact Zafar Yousuf at (414) 286-2467 with any questions or concerns.

C.4 Street Lighting

The City of Milwaukee has street lighting facilities within the limits of the project.

Some work locations have traffic signals attached to street lighting facilities that will be impacted by the proposed work. The poles on east and west side of Humboldt Boulevard will be relocated to the medians.

One existing street lighting enclosure will be relocated to the north side of Keefe Ave.

This project will have temporary overhead installed in order to keep the street light working. For area where it is not feasible to install temporary overhead, street lighting facilities shall be protected and adjusted by contractor.

Street Lighting anticipates this work will begin 35 days prior to the beginning of construction and will take 60 working days to complete.

Contact Neal Karweik, manager, at (414) 708-4245 to coordinate temporary street lighting work and for questions or concerns.

Contact Mark MacRae, manager, at (414) 708-0434 to coordinate permanent street lighting work and for questions or concerns.

Report any accidental damages to street lighting facilities, as soon as possible to Street Lighting Shop Dispatcher (414) 286-5944. The contractor will be held liable for those costs.

Contact Ms. Lisa Hickman of the City of Milwaukee at (414) 286-3270 with only design/engineering concerns or questions. If you have questions or concerns about field work or work scheduling, please contact the managers noted above.

C.5 Traffic Signals

There are six existing signalized intersections within the limits of the project at the following intersections with Humboldt Boulevard:

- East North Avenue
- East Wright Street
- East Center Street
- East Locust Street
- East Burleigh Street
- East Keefe Avenue

Existing pull boxes and signal bases shall be removed. The contractor shall furnish and install bases, PVC conduit, cabling and polymer concrete pull boxes. All above ground signal work including installing traffic signal standards, monotube poles, monotube arms, traffic signal heads, signal cabinets, and all additional permanent traffic control equipment will be furnished and installed by the paving contractor.

Prior to construction, the City of Milwaukee will install temporary overhead and temporary traffic signals as needed; and remove/relocate conflicting traffic signal equipment including traffic signal poles, standards, and cabinets. Additionally, all existing vehicle loop detectors within the project limits will be abandoned by City of Milwaukee forces prior or in coordination with paving operations. This work will take 30 working days to complete.

The City of Milwaukee forces will remove all temporary traffic signal facilities in coordination with paving operations.

Provide a 30-working day advance notice to Mr. Rudy Gutierrez of the City of Milwaukee's Traffic Signal Field Operations at (414) 286-5941 office, or (414) 708-5148 mobile, to coordinate the installation of temporary traffic signal materials as well as any city traffic signal concerns.

C.6 Water Works

The City of Milwaukee has water facilities within the limits of the project. No adjustments are planned for their water mains and water laterals.

Water service boxes and water gate valve boxes will be done as part of the project. Installation of water main protection will be done as part of the project.

Installations of water main protection at drainage structures located at the following stations and offsets:

Station 132+23.6, 67' LT;

Station 145+54.7, 103' LT;

Station 152+16.0, 60' LT;

Station 165+23.0, 23.9' LT

See bid items Adjusting Water Boxes, Adjusting Water Manholes and Water Main Protection.

Hydrants, located at the following stations and offsets, will be relocated in coordination with paving operations:

Station 106+41, 34' LT;

Station 132+08, 34' LT

Station 152+61, 34' RT;

Station 185+04, 34' RT

Station 118+89, 33' RT;

Station 146+60, 35' RT;

Station 172+49, 34' RT

Water manholes will be adjusted by the contractor as part of the project. See item Adjusting Water Manholes Frame and Lids.

Milwaukee Water Works anticipates this work will begin on April 4, 2022 and will take 20 working days.

Contact Mr. Dave Goldapp at (414) 286-6301 or (414) 708-2695 for coordination of the work.

D. Everstream

Everstream has underground facilities within the project limits. There are no anticipated conflicts, and no relocation of their facilities is required.

Contact Shad Garcia at (414) 522-6685 with concerns or questions.

E. MCI Metro Business

MCI Metro Business has underground facilities within the project limits.

No conflict with MCI Metro Business is anticipated during construction.

Contact Mr. RJ Cicallo of Verizon at (262) 232-1323 with concerns or questions.

F. Midwest Fiber Network (MWFN)

Midwest Fiber Networks has underground facilities within the limits of the project. Contractor must call the Network Operations Center [NOC] at (866) 861-1661 to arrange verification for active facilities.

Midwest Fiber Networks forces will place fiber optic underneath sidewalk in the northern pedestrian way along E Chambers Street to a point crossing Humboldt Boulevard to its eastern pedestrian way at the following station:

Station 152+13

Midwest Fiber Networks forces will place fiber optic underneath sidewalk in the eastern pedestrian way within Humboldt Boulevard at the following stations and offset:

Station 152+13 to Station 155+72

Midwest Fiber Networks forces will place fiber optic underneath E Chambers Street at the following station to an existing handhole:

Station 155+72

Contact Cori Schmuki at (414) 459-3561 or (414) 349-2764 with questions or concerns.

G. Spectrum

Spectrum has overhead facilities attached to WE-Energies poles within the project limits.

No conflict with Spectrum is anticipated during construction.

Contact Mr. Mason Pierce of Spectrum at (414) 430-9156 with concerns or questions.

H. TELCOM Construction

MCI TELCOM Construction has underground and overhead tower facilities within the project limits.

No conflict with MCI TELCOM Construction small cell fifth generation (5G) towers are anticipated during construction.

Contact Mr. Mike Hoffman of MCI TELCOM Construction at (262) 599-1966 with concerns or questions.

I. WE Energies – Electric

WE Energies - Electric has underground facilities within the project limits.

No conflict with WE Energies - Electric is anticipated during construction.

WE Energies - Electric forces will adjust manhole frames and covers to the proposed roadway grades in conjunction with paving operations. At least 14 working days' notice (and 3 day reminder) must be given to WE Energies to notify the utility that the site is ready. Please call (414) 840-4712 or (414) 540-5108 to make the notifications.

Exercise caution when excavating near any gas facilities. It is imperative that the highway contractor contact WE Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or 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 this verification.

WE Energies Electric Dispatch # 1 (800) 622-4797

Contact Todd Wiedoff at (262) 502-6818 with questions or concerns.

J. WE Energies – Gas

WE Energies – Gas has facilities within the limits of the project.

There is dual main throughout the project to eliminate most of the service crossings. There will be some main crossings as shown in the plans. It is expected that the contractor operates under all safe digging statutes and Digger's Hotline provisions to ensure all utilities are located properly and timely.

WE Energies gas lines to be discontinued (with facilities to remain in place) at the following locations:

WE Energies WR# 4475793

106+44; 25' LT to 109+21; 25' LT to 46RT to 109+25; 46RT to 73RT /
109+21; 25LT to 112+37; 25LT to 51LT /
112+37; 25LT to 112+87; 25LT to 73LT /
112+37; 25LT to 131+49; 25LT /
125+73; 81RT to 64LT and continues passed the project limits /
107+78; 25RT to 131+77; 25RT /
109+21; 25LT to 109+22; 73RT /
112+57; 25RT to 57RT

WE Energies WR# 4475801 131+49; 25LT to 138+97; 25LT to 139+00; 28LT to 145+57; 28LT
145+57; 164 LT to 145+66; 164LT
145+60; 239LT and continues past the project limits / 145+66; 164LT to 145+66; 155LT to 145+96;
155LT to 146+05; 26RT to 50RT to 145+87; 50RT to 145+77; 60RT to 71RT / 146+05; 26RT to
152+03; 26RT to 25.5LT to 155+30; 25LT to 155+40; 28LT to 156+37; 28LT to 156+44; 34LT to
156+61; 34LT to 156+63; 32LT to 157+32; 28LT to 159+47; 28LT / 131+77; 25RT to 138+81; 25RT to
25LT / 155+84; 71RT to 155+74; 31RT to 26RT to 159+26; 26RT / 158+82; 66LT to 158+87; 86RT

WE Energies WR# 4475805

159+47; 28LT to 162+73; 28LT to 162+77; 24LT to 185+24; 25LT / 165+47; 93LT to 71LT to 165+44;
67LT 165+47; 69RT / 177+12; 62LT to 25LT / 185+24; 90LT to 185+24; 25LT to 185+27; 26RT to
75RT / 185+24; 44LT to 186+12; 44LT / 159+26; 26RT to 185+27; 26RT / 174+24; 26RT to 78RT

WE Energies gas lines to be installed at the following locations:

WE Energies WR# 4475793

107+25; 41LT to 112+28; 41LT to 112+40; 53LT to 112+95; 53.5LT / 112+87; 74.5LT to 112+95;
74.5LT to 50LT to 113+03; 41LT to 118+50; 41LT to 41RT / 119+94; 45LT to 125+15; 45LT to 125+54;
41LT to 126+26; 41LT to 126+62; 45LT to 129+71; 45LT to 130+05; 41LT to 131+72; 41LT to 131+92;
39LT / 125+98; 39RT to 125+96; 41LT / 126+14; 41LT to 64LT and continues passed the project limits
/ 106+32; 63RT to 106+47; 49RT, 107+55; 49RT to 42RT to 108+90; 42RT to 109+09; 40RT to
109+52; 40RT to 109+62; 41RT to 112+36; 41RT to 112+40; 38RT to 112+84; 38RT to 113+01; 41RT
to 116+15; 41RT to 116+42; 39RT to 116+69; 41RT to 118+83; 41RT to 118+97; 54.5RT to 72RT to
119+52; 72RT to 49RT to 119+97; 49RT to 41RT to 122+28; 41RT to 122+55; 38.5RT to 122+82;
41RT to 125+35; 41RT to 125+55; 39RT to 127+73; 39RT to 127+93; 41RT to 131+80; 41RT /
109+06; 37RT to 69RT to 109+27; 69RT / 112+37; 41RT to 60RT to 112+52; 60RT / 125+60; 39RT to
81RT to 125+70; 81RT

WE Energies WR# 4475801

131+92; 39LT to 133+10; 39LT to 133+42; 42LT to 138+31; 42LT to 138+80; 37LT to 139+42; 37LT to
140+04; 43LT; 142+99; 43LT to 143+29; 40LT to 143+59; 40LT to 144+49; 49LT to 145+43; 49LT to
145+47; 94LT to 230LT continue passed the project limits / 145+47; 188LT to 145+97; 188LT /
145+97; 145LT to 230LT continue passed the projects limits / 145+38; 49LT to 41LT to 147+08; 41LT
to 41RT to 146+56; 41RT / 147+08; 41LT to 151+84; 41LT to 152+03; 39.5LT to 152+60; 40LT to
153+03; 44LT to 158+53; 44LT / 132+25; 56RT to 132+29; 56RT to 41RT to 133+13; 41RT to 133+33;
39RT to 136+44; 39RT / 134+68; 42LT to 39RT / 138+75; 37LT to 52RT / 142+11; 43LT to 49RT to
142+33; 49RT / 147+09; 41RT to 150+46; 41RT / 155+84; 74RT to 49RT to 157+74; 49RT to 44LT /
157+74; 40RT to 158+57; 40RT to 158+68; 51.5RT to 86RT to 158+85; 86RT / 158+85; 77RT to
159+24; 76RT to 49RT

WE Energies WR# 4475805

159+52; 41LT to 165+25; 41LT to 93LT to 165+48; 93LT / 165+25; 83LT to 165+79; 83LT to 49LT to 165+88; 41LT to 166+85; 41LT to 166+75; 44LT to 168+82; 44LT to 169+30; 40LT to 169+78; 44LT to 171+56; 44LT to 171+86; 41LT to 172+46; 41LT to 172+75; 44LT to 175+97; 44LT to 176+37; 40LT to 176+95; 40LT to 62LT to 177+12; 62LT / 176+95; 40LT to 182+84; 41LT to 183+14; 44LT to 184+59; 44LT / 159+24; 49RT to 164+57; 49RT to 41LT / 164+57; 41RT to 165+04; 41RT to 165+23; 39RT to 165+32; 47RT to 69RT to 165+47; 69RT / 165+23; 39RT to 169+23; 39RT to 48RT to 170+90; 47.5RT to 171+05; 49RT to 174+20; 49RT to 77RT to 174+24; 77RT / 174+24; 67RT to 174+68; 67RT to 49RT to 183+34; 49RT to 40RT to 185+12; 40RT to 75RT to 185+28; 75RT / 184+59; 40RT to 48LT to 185+08; 48LT to 90LT to 185+24; 90LT / 185+08; 80LT to 185+66; 80LT to 46LT to 186+12; 46LT to 44LT

Gas valves will be adjusted by WE Energies staff during construction in coordination with the paving contractor.

The contractor will be required to work around, protect, and support the gas mains.

Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is. WE Energies has determined that the project is constructible with these facilities left within the work zone. The contractor will be required to work around existing WE Energies Gas facilities.

There is to be exercised caution when excavating near any gas facilities. It is imperative that the highway contractor contact WE Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or 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. Call WE Energies 24 hour Dispatch lines to arrange this verification.

Work will be complete by May 15, 2022.

WE Energies Electric Dispatch # 1 (800) 622-4797

WE Energies Gas Dispatch # 1 (800) 261-5325

Contact Alex Dantine at (920) 621-6903 or Bob Sweigart at (414) 935-4438 with questions or concerns.

K. Windstream

Windstream has underground facilities within the limits of the project.

No conflict with Verizon is anticipated during construction.

Contact Lori Ketter at (414) 274-9215 with questions or concerns.

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Anthony J. Kotecki, at Office Phone (414) 286-2433, Cell (414) 708-3886, or anthony.kotecki@milwaukee.gov.

9. Erosion Control.

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering according to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison (Ms. Kristina Betzold; WDNR Southeast Region Headquarter; 2300 N. Dr. Martin Luther King Jr. Dr.; Milwaukee, WI 53212). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-top soiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas. Place sod, as designated by the engineer, within five calendar days after placement of topsoil.

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

10. Notice to Contractor - Tree and Planting Area Protection.

The following trees are to be removed by the contractor:

Trees to be removed on the west side of North Humboldt Blvd.

107+87	129+72	130+69	131+15	131+80	133+41
133+87	134+34	148+05	150+75*	154+80	156+02
158+52	159+92	160+80*			

Trees to be removed on the east side of North Humboldt Blvd.

107+07	107+87	126+46*	144+12	144+62	146+80
147+26	147+72	174+00	178+74		

Trees to be removed from inside the median of North Humboldt Blvd.

131+00	147+75	148+02	157+59	157+91	158+17
159+67	159+83	160+05	160+17	161+49*	163+95*
169+62*	169+95*	173+69*	176+09*	176+50*	178+20*
179+80*	181+12*	183+94	184+07		

*stump

Cover exposed tree roots with mulch and water from a period immediately following curb and gutter removal, until the area is backfilled following construction.

1 Sidewalk Construction

- A The root system on the walk side of the tree shall be cut not deeper than 9 inches below the finished grade of the new walks, and not more than 5 inches from the edge of the new walk. Roots in the walk area shall be removed only to a depth of 9 inches below finished grade of the new walk.
- B When replacing walks adjacent to the following trees, a slip or thin form must be used. Additionally, soil disturbance in the tree border should be limited to not more than Y." beyond the edge of the new walk.

169+67 W/S	114+89 E/S	118+39 E/S	122+87 E/S	127+44 E/S	134+74 E/S
168+99 E/S	171+54 E/S				

- C Place arc on the new sidewalk adjacent to the following trees.
- | | | | | | |
|------------|------------|------------|------------|------------|------------|
| 108+44 W/S | 109+07 W/S | 109+69 W/S | 110+09 W/S | 110+77 W/S | 112+02 W/S |
| 113+42 W/S | 113+85 W/S | 114+30 W/S | 115+50 W/S | 115+80 W/S | 116+40 W/S |
| 116+95 W/S | 117+40 W/S | 118+11 W/S | 118+27 W/S | 119+87 W/S | 120+60 W/S |
| 121+06 W/S | 121+56 W/S | 122+00 W/S | 122+27 W/S | 123+31 W/S | 123+94 W/S |
| 124+50 W/S | 125+38 W/S | 126+50 W/S | 127+59 W/S | 128+17 W/S | 128+75 W/S |
- D Where sidewalks are to be narrowed, all old sidewalks should be removed prior to any root cutting. If necessary, the root system should be cut within Y." of the edge of the proposed new walk, and not more than 9" below the finished grade of the new walk.
- E Sidewalks are to be removed, and roots cut, by use of **hand implements only**.

2 Carriage Walk Construction

- A When constructing or replacing carriage walks, roots shall not be cut by means of mechanical root cutting machines. If root removal is essential to carriage walk replacement, roots shall be manually cut with hand implements. Roots shall be removed not deeper than 9 inches below the finished grade of the new carriage walk.
- B Move the carriage walk to a position that does not interfere with the street tree at the following locations:
- | | | | | |
|------------|------------|------------|------------|------------|
| 116+74 W/S | 121+97 W/S | 123+40 W/S | 124+42 W/S | 125+32 W/S |
| 142+53 W/S | 149+50 W/S | 115+25 E/S | | |

3 Curb, Gutter, and Road Construction

- A The root system on the curb side shall be cut not more than 2 inches behind the back edge of the new curb, and not more than 18 inches in depth when constructing the new curb and gutter.
- B The root system on the curb side; **shall not be cut**; 1) a **0" clearance** slip or integral form paver can be used; or (2) gap and hand form using "1." steel plate for the following trees:
- C When constructing or replacing driveways or driveway approaches, roots shall not be cut by means of mechanical root cutting machines. If root removal is essential to driveway replacement, roots shall be manually cut with hand implements. The following driveway approach flares will need to be adjusted in order to save the following trees:
- 175+54 E/S; Limit northside flare to 1 foot.
- D Exposed tree roots shall be covered with mulch and watered from a period immediately following curb and gutter removal, until the area is backfilled following construction.

4 General

All cutting for the removal of sod and soil in order to establish a finished grade within 4 feet of existing trees must be done manually if necessary.

No construction equipment, cars trucks, materials shall be parked or stored on any median or tree borders on this project or adjacent roadways.

Root foundations must remain adequate to withstand heavy windstorms.

Root systems of street trees shall not be cut for the installation of any type of cable by the contractor or city department. Contact the Forestry Division at (414) 708-2428 for directional boring specification.

Caution shall be used during the construction process to avoid damage to the roots, trunks, and branches of all street trees. Damage caused to any street tree or irrigation system will be repaired by the City of Milwaukee's Forestry Division and the costs of repair, rejuvenation, and/or value lost will be billed to the contractor or credited against the contract at the option of the city.

At locations where the contractor has not complied with the forestry special requirements stated in the special provisions above, and the maximum clearance was exceeded or a thin form was not used, a minimum credit to the city of \$50.00 per location will be taken. The credit will increase in proportion to the excess distance beyond clearance allowed. The credit will be \$50.00 for each 2-inch increment or part thereof in excess of the initial clearance allowed. Any damage to the tree's structure totaling 15 percent of the trees value will be billed on a prorated basis. If, in the opinion of the City of Milwaukee's Forestry Division, the tree has been damaged to the point that it warrants removal, the credit that will be taken will be equal to \$100.00 per inch diameter of the tree. A field measurement will be taken to determine the tree size.

11. Notice to Contractor – Contamination Beyond Construction Limits.

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following sites:

1. Station 106+50 to 107+75, beyond project limits left (Coffaros Service Station, 1030 E. North Ave., WDNR BRRS No. 03-41-001598, Closed LUST Site and active filling station).
2. Station 106+50 to 107+75, beyond project limits right (Clark Oil/Silverman, Pindyck, 2300 N. Humboldt Blvd., BRRS No. 03-41-000514, Closed LUST Site).
3. Station 149+50 to 152+20, beyond project limits left (Alterra Coffee, 2941-2955 N. Humboldt Blvd., WDNR BRRS No. 03-41-484156, Open LUST Site. Jacquez Service, 2963 N. Humboldt Blvd., WDNR BRRS No. 03-41-004824, Closed LUST Site).
4. 152+55 to 153+80, beyond project limits left (Adelman Cleaners Laundry Mat – Former and Vacant Lot, 3009 N. Humboldt Blvd., WDNR BRRS No. 03-41-111395 and 02-41-531327, Closed LUST and Closed ERP Site).

Contaminated soil and/or groundwater could be present at sites 1,2, and 3 and is known to be present at site 4; however, if present, the contamination is expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations near these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soil and/or groundwater is encountered near these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Andrew Malsom; WisDOT SE Region; 141 NW Barstow St.; Waukesha, WI 53187; (262) 548-6705.

stp-107-100 (20050901)

12. Notice to Contractor – Work without a Construction Permit.

All work including the removal and replacement of sidewalk and sod must be done within the right-of-way, unless a construction permit has been obtained to work on private property abutting the project.

13. Notice to Contractor – Restoration within Right-of-Way.

Excavation and restoration for installation of sidewalk will be limited to 9 inches, beyond the back (high side) of the sidewalk, unless otherwise shown on the plans. This includes installation of sod lawn. Contractor must stay within right-of-way unless a construction permit has been obtained.

14. Notice to Contractor - Survey.

Digital design file information/existing surface data, including design surface DTMs and/or coordinate system GPS information will not be available for this project.

All survey work necessary to stake out and construct all portions of this project will be measured and paid for under the staking bid items designated in this contract.

15. Notice to Contractor – Installing City Furnished Signs.

Contact Mike Chaneske, Sign Shop Manager, (414) 286-5965, at least 10 business days in advance to coordinate pick-up of city furnished signs, poles, and mounting materials.

16. Notice to Contractor – Sod.

Topsoil and sod are to be applied after sidewalk.

Fertilizer is to be applied to sod five days after sod is placed.

17. Notice to Contractor-Temporary Lighting Installation.

Do not remove permanent street lighting until temporary street lighting has been installed and is operational. Removal work, including track zone, may not commence until temporary street lighting has been installed and is operational. Contact Anthony Kotecki at (414) 286-2433 office, or (414) 708-3886 cell, prior to commencing removal work.

18. Notice to Contractor- Utility Relocation Schedule.

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

19. Notice to Contractor – Milwaukee County Parks.

The following are to be provided to Milwaukee County Parks prior to the start of construction once the contract is awarded:

- Decontamination process of materials and equipment prior to arrival on site.
- Decontamination process of materials and equipment prior to leaving site.
- Access to Project Site Plan, route to site within park/parkway.
- Certificate of Insurance with Milwaukee County listed as additional insured.
- COVID-19 Response Plan.

20. Notice to Contractor – Signature Bed Water Line Installation.

The City of Milwaukee will install a water line in Signature Bed #2 during construction. Contact James Kringer (414) 708-2428 prior to work on Signature Bed #2.

21. Notice to Contractor – Signalized Intersections.

There are six existing signalized intersections within the limits of the project at the following intersections with Humboldt Boulevard:

- East North Avenue
- East Wright Street
- East Center Street
- East Locust Street
- East Burleigh Street
- East Keefe Avenue

Existing pullboxes and signal bases will be abandoned by the city for removal by contractor. The contractor shall furnish and install bases, PVC conduit, cabling, and polymer concrete pullboxes. Contractor shall furnish and install fiber optic cable and inter-duct. All above ground signal work including installing traffic signal standards, monotube poles, monotube arms, traffic signal heads, signal cabinets, and any additional permanent traffic control equipment shall be furnished and installed by the paving contractor. Electrical service for all six signals will be provided by the City of Milwaukee. The signal cabinet bases will be provided by the City of Milwaukee and installed by the contractor.

Prior to construction, the City of Milwaukee will install temporary overhead and temporary traffic signals as needed; and remove/relocate conflicting traffic signal equipment including traffic signal poles, standards, and cabinets. Additionally, all existing vehicle loop detectors within the project limits will be abandoned by City of Milwaukee forces prior or in coordination with paving operations. This work will take 30 working days to complete.

The City of Milwaukee will operate the intersections throughout the project. City of Milwaukee forces will remove all temporary traffic signal facilities in coordination with paving operations.

Traffic signal materials shall be installed on street lighting poles. The main contractor shall coordinate construction to ensure street lighting installation does not impede traffic signal installation.

Provide a 30-working day advance notice to Mr. Rudy Gutierrez of the City of Milwaukee's Traffic Signal Field Operations at (414) 286-5941 office, or (414) 708-5148 mobile, to coordinate the installation of temporary traffic signal materials as well as any city traffic signal concerns.

22. Notice to Contractor – Milwaukee County Transit System.

The Milwaukee County Transit System (MCTS) operates the following bus routes within and/or directly adjacent to the construction limits: 14 (Humboldt), 60/66 (Burleigh-Locust), 22 (Center-Humboldt-Locust), and 40U (UWM-College Park and Ride).

Impacts to MCTS Routing

Invite MCTS to all coordination meetings between the contractor, the department, local officials and business stakeholders to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Notify MCTS at least ten business days prior to beginning project work to provide advance notice of potential service impacts.

Impacts to MCTS Signs and Posts

Notify MCTS of work impacting MCTS signs and posts in advance five or more business days. MCTS signs include "Bus Stop" and turn disc signs. MCTS signs are mounted on MCTS posts; and on assets owned by others including streetlights, traffic regulators, crosswalk and street signposts. MCTS shall be responsible for MCTS sign and post removal and installation, with the contractor granting access to MCTS personnel to perform such work. Signs stating "No Parking Bus Stop" are the under the ownership and responsibility of City of Milwaukee.

Impacts to Bus Shelters

Contractor work may require bus shelter(s) to be temporarily removed. MCTS will be responsible for the removal and reinstallation of bus shelters, with the contractor granting access to MCTS personnel for the purposes of reinstallation before new pavement opens to vehicular traffic. Notify MCTS in advance ten business days for each site-specific bus shelter location.

Non-detour Service Suspension at MCTS Bus Stops

Occasions may arise when work requires neither a detour nor the physical alteration of MCTS bus stop assets, but out of passenger safety requires MCTS to temporarily suspend service at a bus stop location. Notify MCTS in advance five business days of site-specific occasion, and MCTS will sign appropriately to instruct passengers to board at a secondary location. Notify MCTS upon completion of work. MCTS will resume service to any suspended bus stop locations when it is safe to do so.

MCTS contacts:

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

Armond Sensabaugh
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
Phone: (414) 343-1728
asensabaugh@mcts.org

23. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with all local ordinances governing the hours of operation, of construction equipment. Do not operate any motorized construction equipment from 9:00 PM until 7:00 AM, unless prior written approval is obtained from the engineer.

Motorized equipment shall be operated in compliance with all applicable local, state, and federal laws and regulations relating to noise levels. All motorized construction equipment will be required to have mufflers constructed according to manufacturer's specifications, and it will be required that mufflers and exhaust systems be maintained in good working order, free from leaks or holes.

Upon request the City of Milwaukee's Department of Neighborhood Services (DNS), may issue a construction noise variance, to work outside of the hours listed above.

Department of Neighborhood Services
4001 South 6th Street
(414) 286-2268

24. Protection of Concrete.

Supplement standard spec 415.3.14 as follows:

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

Include the cost for providing the finisher(s), the necessary equipment, and materials in the contract unit price for each concrete item.

25. Concrete Aggregates.

Modify standard spec 501 as follows:

Size Requirements

Under standard spec 501.2.5.4.4, supplement standard spec (4) with the following:

Coarse aggregate for Concrete Grade A must consist entirely of size No. 1 when used in curb, curb and gutter, driveways, sidewalks or steps.

26. Concrete Identification Stamping.

Stamp ends of all monolithic portland cement concrete surfaces with a stamp bearing the contractor's name and the year of construction. Make all letters 2-inches in height.

Include the cost of this work in the contract unit price for other Portland cement concrete items and no additional payment will be made.

27. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

The steel plates shall become the property of the contractor when no longer needed in the contract work.

stp-611-006 (20151210)

28. Furnishing and Planting Materials.

The work under this item shall be according to the plans, standard spec 632, and as herein after provided.

Furnish all plants which have been grown within the states of Wisconsin, Minnesota, or the parts of Iowa and/or Michigan located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475 issued January 1990; unless otherwise approved by the engineer.

Replace standard spec 632.2.6 Mulch with the following:

Provide mulch conforming to standard spec 627 that consists of shredded hardwood bark that is substantially free of noxious weed seeds and objectionable foreign material. Obtain the engineer's approval for the type of mulch used.

29. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$500 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

There is only one year of care cycles for this project.

30. Removing Signs Type II, Item 638.2602.

Replace standard spec 638.3.4(2) with the following:

Aluminum type II signs and steel poles are the City of Milwaukee property. Stockpile signs and poles for pick up by the City of Milwaukee. Contact Mike Chaneske, Sign Shop Manager, (414) 286-5965, at least three business days in advance to coordinate pick-up.

31. Traffic Control.

Perform the work under this item according to the requirements of standard spec 643, as shown on the plans or as approved by the engineer, except as herein modified.

Permanently label each barricade, sign or other traffic control device with the name and telephone number for 24-hour emergency service, printed in letters at least ¾ inches in height.

No operation may proceed until all traffic control devices for such work are in the proper location.

During the life of this contract, provide 24 hour-a-day availability of equipment and forces to promptly restore barricades, lights, signs or other traffic control devices that are damaged or disturbed. In no case may any barricade, light, sign or other traffic control device be out of service for more than 2 hours. The cost to maintain and restore the above items is incidental to the bid item Traffic Control and no additional payment will be made therefore.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic in order to perform the operations.

Provide the City of Milwaukee Police Department and the engineer a 24-hour emergency contact number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Mask out all traffic control signs and have flags removed when not in use.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

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

Park or store equipment and materials only at work sites approved by the engineer.

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

Install appropriate advance and intermediate warning signs of standard design. Install the signs at locations indicated on the plan and at locations as directed by the engineer according to Part VI of the Manual of Uniform Traffic Control Devices. Sign shape, message and color must be according to Part VI of the Manual of Uniform Traffic Control Devices.

32. Temporary Bus Loading Zone, Item SPV.0060.001.

A Description

This special provision describes providing, maintaining, and removing temporary bus loading zone within the construction area.

B Materials

Furnish temporary asphaltic surface conforming to standard spec 465.2.

C Construction

Place, maintain, and remove temporary bus loading zone as shown on the plans and as directed by the engineer.

Connect the variable thickness asphalt ramp and the 6-inch thick asphalt pad as shown on the plan details. Compact asphalt surface with compactors, tampers, or rollers.

Align ramp to face towards the pedestrian crossing. Provide longitudinal ramp slope of 12Horizontal:1Vertical. Construct 4 feet wide and 6 feet long ramp, but may be longer if the roadway slope requires. Construct the loading zone pad, which connects to the ramp, 8 feet wide and 8 feet long, with a 4-foot opening for bus loading. Provide a backslope for the temporary bus pad with a slope of 1Horizontal:1Vertical.

Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 203.3.4 when no longer required.

D Measurement

The department will measure Temporary Bus Loading Zone 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.0060.001	Temporary Bus Loading Zone	EACH

Payment is full compensation for providing, maintaining, and removing temporary bus loading zone.

33. Adjusting Water Service Boxes, Item SPV.0060.002; Adjusting Water Manhole Frames & Lids; Item SPV.0060.003.

A Description

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

B Materials

All material for the adjustment of these facilities must meet City of Milwaukee specifications and will be provided by the City of Milwaukee by contacting Mr. Gil Taylor, Milwaukee Water Works, at (414) 708-9005 (or Mr. Dave Goldapp, Milwaukee Water Works at (414) 286-6301)). If there is contractor damage, the materials must still be provided by the City of Milwaukee, however, in this case, the contractor will be charged for all materials. Materials furnished by the City of Milwaukee and not used on the project shall be delivered back to the Department of Public Works Field Headquarters – Infrastructure, Operations, Water Works at 3850 North 35th Street. Materials being returned must be accompanied with a “surplus material” form completed by the engineer.

C Construction

All water service boxes, water gate valve boxes and water manhole frames & lids within the project limits shall be adjusted to proposed elevations by the contractor using materials meeting city specifications.

The city will locate, mark, inspect and repair all water service boxes, water gate valve boxes and water manhole frames & lids within the limits of the project prior to commencement of work on the project.

Throughout the duration of the project, the contractor must ensure that all water service boxes, water gate valve boxes, and water manholes are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

Upon completion of the contract, the city will inspect all water facilities to ensure the water boxes and manholes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

D Measurement

The department will measure Adjusting Water Service Boxes and Adjusting Water Manholes Frame and Lid 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.0060.002	Adjusting Water Service Boxes	EACH
SPV.0060.003	Adjusting Water Manholes Frame and Lid	EACH

Payment is full compensation for all excavation, backfilling, disposal of surplus materials, water box or manhole clean-out, and restoration of the work site; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

**34. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Arrow, Item SPV.0060.004;
Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbol, Item SPV.0060.005.**

A Description

This special provision describes furnishing and installing Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbols and Arrows, as directed by the engineer, as shown on the drawings and as hereinafter provided.

Perform work under these items according to the requirements of standard spec 647 and the details as shown on the plans.

B Materials

Material shall be durable, high skid and slip resistant, pavement marking material suitable for use as bike lane, pathway, roadway, intersection, on portland cement concrete pavement surfaces.

The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

The material shall be a resilient preformed thermoplastic product containing a minimum 30 percent intermix of anti-skid/anti-slip elements and where the top surface contains anti-skid/anti-slip elements. These anti-skid/anti-slip elements must have a minimum hardness of 8 (Mohs scale).

Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

The material shall be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc.

The material shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures.

The material for the Bike Lane Symbol and the Bike Lane Arrow are typically supplied in 7 feet x 4 feet segments.

The material shall contain heating indicators evenly distributed on the surface that shall act as visual cues during both the application process and post-application.

The material shall be capable of being applied on bituminous and/or portland cement concrete pavements by the use of a handheld heat torch, infrared heater, or a blue-flame radiant heater.

The material shall be capable of being applied to asphalt and portland cement concrete surfaces without preheating the application surface to a specific temperature. The material shall be capable of being affixed to green concrete (concrete that has set but not appreciably hardened). The material shall not require the portland cement concrete application areas to be cured or dried out.

The material shall be capable of being applied in temperatures down to 45°F without any special storage, preheating or treatment of the material before application.

MANUFACTURING CONTROL AND ISO CERTIFICATION: The manufacturer shall be ISO 9001:2008 certified for design, development and manufacturing and provide proof of current certification. The scope of the certification shall include the design, development and manufacture of preformed thermoplastic marking material.

B1 Pigment

The color of the green preformed thermoplastic pavement marking material shall be accordance with FHWA Memorandum dated April 15, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

Daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

.1		.2		.3		.4	
X	y	X	y	X	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

Nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

.1		.2		.3		.4	
X	y	X	y	x	y	x	y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

The pigment system shall not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

B2 Heating indicators

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

B3 Slip Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

B4 Thickness

The material shall be supplied at a minimum thickness of 90 mil (2.29 mm).

B5 Environmental Resistance

The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

For any questions on materials, contact Mr. James Hannig at (414) 286-8750.

C Construction

Use the propane torch method, and, or infrared or blue flame heater recommended by the manufacturer. The material shall be capable of being applied at ambient and road temperatures down to 45°F without any preheating of the pavement to a specific temperature. Apply manufacturer specified sealer to the pavement surface prior to material application to ensure proper adhesion. A thermometer shall not be required during the application process. The pavement shall be clean, dry and free of debris. Supplier shall enclose application instructions with each box/package.

D Measurement

The department will measure Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbol and Arrow 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.0060.004	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Arrow	EACH
SPV.0060.005	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbol	EACH

Payment is full compensation for preparing the surface, furnishing and installing all materials and incidentals necessary to complete the work; and for replacing marking improperly installed or that fails during the proving period.

35. Install City Furnished Sign, Item SPV.0060.006.

A Description

This special provision describes installing city-furnished Type II signs and poles. All work shall be according to standard spec 637.

B Materials

Type II street signs, poles, and associated materials to mount signs on poles will be furnished by the City of Milwaukee. Contractor to provide materials for mounting/banding signs to street lighting or traffic signal poles where applicable.

C Construction

Pick up street signs and poles from the City of Milwaukee yard located at 1540 W. Canal Street. Contact Mike Chaneske, Sign Shop Manager at (414) 286-5965 at least 10 business days in advance to coordinate pick-up of city furnished signs, poles, and mounting materials.

D Measurement

The department will measure Install City Furnished Sign by each individual unit, acceptably completed. Each unit shall consist of the sign, pole, and associated mounting materials.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.006	Installing City Furnished Signs	EACH

Payment is full compensation for installation of the city-furnished street signs and poles.

36. Signature Beds, Item SPV.0060.015.

A Description

This special provision describes the requirements for constructing signature beds as shown in the plans

B Materials

Plant materials shall be paid for under their respective items. Annuals will be provided and planted by the City of Milwaukee. Limestone Blocks & Steel Border will be incidental to the Signature Beds item.

C Construction

The signature beds shall be graded and shaped as shown in the plans with a shovel cut bed edge.

D Measurement

The department will measure each signature bed, 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.0060.015	Signature Beds	EACH

Payment is full compensation for excavating and grading, shovel cutting, and providing and applying required topsoil and mulch; and for disposing of all excess and waste materials.

**37. Catmint Blue Wonder, Item SPV.0060.020;
Hemerocallis Strawberry Fields, Item SPV.0060.021;
Paeonia Kansas, Item SPV.0060.022;
Perovskia Jean Baby, Item SPV.0060.023.**

A Description

This special provision describes furnishing and planting plants of the species, varieties, and sizes specified; and includes furnishing all necessary materials, excavating plant holes, salvaging topsoil, transplanting, backfilling, mulching, watering, heeling in, disposal of surplus and waste materials, and necessary care and required replacements pending acceptance, at the locations shown on the plans according to standard spec 632, and as hereinafter provided.

B Materials

Furnish material that is according to the pertinent requirements of standard spec 632.

Furnish all plants which have been grown within the states of Wisconsin, Minnesota, or the parts of Iowa and/or Michigan located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475 issued January 1990; unless otherwise approved by the engineer.

C Construction

Construction shall conform to the requirements of standard spec 632.3.

D Measurement

The department will measure by the number of each individual perennial, shrub and grass item, 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.0060.020	Catmint Blue Wonder	EACH
SPV.0060.021	Hemerocallis Strawberry Fields	EACH
SPV.0060.022	Paeonia Kansas	EACH
SPV.0060.023	Perovskia Jean Baby	EACH

Payment is full compensation for providing, transporting, handling, storing, placing, and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing and backfilling; for providing and applying required mulch; and for disposing of all excess and waste materials.

38. Internal Sanitary Manhole Seals, Item SPV.0060.030.

A Description

The work under this item consists of furnishing and installing internal manhole chimney seals for each sanitary manhole identified on the plans.

B Material

The contractor shall furnish and install frame-to-chimney seals on all sanitary manholes within the limits of this contract. The seals shall be as specified in the *Standard Specification for Sewer and Water Construction in Wisconsin (Sixth Edition with addendum) Chapter 8.42.0*

C Construction

The inside diameter of the manhole frame and the manhole chimney shall be field measured, and a determination as to whether the inside face of the frame is vertical or tapered shall be made in order to obtain the proper size and shape rubber seal.

Internal rubber chimney seals shall be installed no sooner than 24 hours following chimney back plastering

The surfaces against which the sleeve is to be compressed shall be circular, clean, reasonably smooth and free of any loose materials and excessive voids. Any flaws in these surfaces shall be repaired with the approved low-shrink mortar or ground smooth. A bead of butyl rubber caulk conforming to ASSHTO M-198 Type B shall be applied to the lower sealing surface of sleeve.

The seal shall be installed according to the manufacturer's instructions. (Refer to the plan data for configuration of chimney seal.)

D Measurement

The item Install Sanitary Manhole Seals, furnished and installed at the locations indicated on the plans, will be measured and paid for as units, in place and accepted according to the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.030	Internal Sanitary Manhole Seals	EACH

Payment is full compensation for the furnishing and installing internal rubber chimney seals.

39. Section Corner Monuments, Item SPV.0060.040.

A Description

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

B Materials

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

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

C Construction

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

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

Contact Information:

Attn: Rob Merry
Southeastern Wisconsin Regional Planning Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607
Phone (262) 547-6721
Cell (262) 953-4295
Fax (262) 547-1103
E-mail: rmerry@sewrpc.org

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.0060.040	Section Corner Monuments	EACH

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

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40. Utility Line Opening, Item SPV.0060.050.

A Description

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

B (Vacant)

C Construction

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

Perform the utility line openings (ULO's) as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Give the engineer a minimum of three working days once utility line opening information is received to review all relevant design information prior to proposed utility construction. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Approve and coordinate all utility line openings with the engineer. Notify the utility engineers or their agents of this work a minimum of 3 days prior to the work so they may be present when the work is completed.

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.

D Measurement

The department will measure Utility Line Opening by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.050	Utility Line Opening	EACH

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

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

41. Field Facilities Office Space, Item SPV.0060.060

A Description

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

B Materials

Provide Field Facilities Office Space conforming to standard spec 642.2.1 except revise by deleting paragraphs (1), (7), and (9). 2505-00-73 66 of 104

Replace standard spec 642.2.1(4) with the following:

Provide and maintain suitable interior sanitary facilities conforming to State and local health requirements, in clean and good working condition, and stock with sanitary supplies for the duration of the contract. Furnish office space in an existing office building or existing building converted to office space with a minimum of 600 square feet.

The facility shall have no fee parking with a minimum parking for 15 cars. The space shall include a meeting room with a minimum of 150 square feet. The exterior door(s) shall have locks in good working order and keys provided for all field staff. The office space shall be located within 2 miles of the construction project.

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

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

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.060	Field Facilities Office Space	EACH

Payment is full compensation for providing, equipping, securing, and maintaining the facility; for parking, for telecommunications equipment, installation, and service fees; and 10 2505-00-73 67 of 104 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.

**42. Inlet Covers Type MS 57, Item SPV.0060.102;
Manhole Covers Type MS 58-A, Item SPV.0060.103;
Manhole Covers Type MS 23-A, Item SPV.0060.105;
Catch Basin Type 44A, Item SPV.0060.110;
Catch Basin Type 44B, Item SPV.0060.111.**

A Description

This special provision describes inlet covers, manhole covers, and catch basins.

Perform work under these items according to the requirements of standard spec 611 and the details as shown on the plans.

B Materials

Furnish materials under these items according to the requirements of standard spec 611 and the details as shown on the plans.

Structures with traps should arrive at the site assembled, trap assembly reinforced concrete shall be integral with the circumferential reinforced wall.

C (Vacant)

D Measurement

The department will measure Inlet Covers Type MS 57; Manhole Covers Type MS 58-A; Manhole Covers Type MS 23-A; Catch Basin Type 44A; Catch Basin Type 44B by the unit in place, furnished, installed, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.102	Inlet Covers Type MS 57	EACH
SPV.0060.103	Manhole Covers Type MS 58-A	EACH
SPV.0060.105	Manhole Covers Type MS 23-A	EACH
SPV.0060.110	Catch Basin Type 44A	EACH
SPV.0060.111	Catch Basin Type 44B	EACH

Payment is full compensation for furnishing and installing the manhole and inlet covers and inlet.

43. Inlet Cover Type MS 60, Item SPV.0060.120

A Description

Perform work under these items according to the requirements of standard spec 611 and the details as shown on the plans.

B Materials

Furnish materials under these items according to the requirements of standard spec 611 and the details as shown on the plans.

C Construction

Inlet Cover Type MS 60 which are used to maintain temporary drainage conditions shall become property of the City of Milwaukee after they are removed. The contractor shall be responsible for delivering the Inlet Cover Type MS 60 to DPW Field Headquarters at 3850 N 35th St, Milwaukee, WI 53216. The contractor shall contact Mr. Ricardo Lopez Inventory Services Manager, (414) 708-2150, to arrange for delivery.

D Measurement

The department will measure Inlet Cover, Type MS 60 by the unit in place, furnished, installed, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.120	Inlet Cover Type MS 60	EACH

Payment is full compensation for furnishing, installing, salvaging, and transporting the inlet covers and catch basin.

44. Storm Sewer Tap, Item SPV.0060.130.

A Description

This special provision describes tapping various sized storm sewer pipes into existing structures, including manholes or inlets, or other pipes at locations shown on the plans.

Perform the work according to the applicable provisions of standard spec 607 and standard spec 611.

B (Vacant)

C Construction

Tap into the existing structure to allow the pipe to be flush with the interior wall of the existing pipe or structure.

D Measurement

The department will measure Storm Sewer Tap as each individual storm sewer tap, 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.0060.130	Storm Sewer Tap	EACH

Payment is full compensation for providing all materials, including saw cuts, for excavating; for removing concrete; for providing and removing sheeting and shoring, making connections to new or existing facilities, and cleaning out.

45. Install Precast Controller Base, Item SPV.0060.201.

A Description

This special provision describes the installation of precast control cabinet bases furnished by the City of Milwaukee, for traffic signal control cabinets as shown on the plans.

B Materials

The 36"x21.25"x20" pre-cast concrete foundation for traffic signal cabinets P1 and P2 will be furnished by the City of Milwaukee. The contractor shall contact Mr. Rudy Gutierrez, Electrical Services Manager (414) 286-5941 office, (414) 708-5148 mobile; or the Electrical Services Dispatcher at (414) 286-3687 to coordinate pickup of the concrete foundation at the City of Milwaukee Electrical Services headquarters located at 1540 West Canal Street Milwaukee, WI 53233.

C Construction

Install concrete traffic cabinet bases according to the plans. Plan changes must be approved by a City of Milwaukee Electric Services Manager or Traffic Engineer. The primary contacts are Mr. Rudy Gutierrez, Electrical Services Manager (414) 286-5941 office, (414) 708-5148 mobile; or Mr. Scott Reinbacher, Traffic Control Engineer III (414) 286-3232.

D Measurement

The department will measure Install City Precast Controller Base 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.0060.201	Install City Precast Controller Base	EACH

Payment is full compensation for installing all materials; for excavation, backfilling and disposal of surplus material.

46. ATC Controller and Cabinet Installed, Item SPV.0060.205.

A Description

Furnish and install an ATC Traffic Signal Controller and NEMA TS2 Type 1 Traffic Signal Control Cabinet.

B Materials

Furnish equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, Traffic Controller Assemblies with NTCIP requirements, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard.

The cabinet shall be designed for TS2 Type 1 operation and shall conform to the design shown in DWG TF5016TWI02.

All equipment, materials, and cabinet features shall be the same type, make, and model on all cabinets delivered under any one order.

Furnish an Econolite Cobalt-C shelf mount controller with the latest ASC/3 software installed.

Furnish any equipment and materials not specifically described but required in order to perform the intended functions in the cabinet.

C Construction

Conform all work to the Wisconsin State Electrical Code (WSEC). Conform all work to standard spec 651, as supplemented or modified in this specification.

C.1 Definitions

Vendor – the firm under contract with the City of Milwaukee for furnishing the fully equipped and operational traffic signal cabinet

Construction contractor – the firm under contract with the City of Milwaukee or another agency to construct a roadway facility. The construction contractor will install the traffic signal cabinet or may designate a subcontractor, such as an electrical subcontractor, to represent them with regards to the signal cabinet installation

Owner – City of Milwaukee

Manufacturer – the firm that builds or produces the traffic signal equipment other than the cabinet. For example, the “controller manufacturer”

C.2 Terminal Facility

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

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

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

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

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

For the terminal facility, contain all field wires within one or two rows of horizontally-mounted heavy duty terminal blocks. Terminate all field output circuits on an unfused terminal block with a minimum rating of 10 amps. Use mechanical connector lugs rated for copper wire.

Angle the lower section of the terminal block out from the back of the cabinet at approximately a 45 degree angle.

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

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

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

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

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

Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32 inch screw as minimum.

Functions to be terminated shall be as specified in the listing of Input/Output Terminals in Section 5 of the NEMA TS2 Standard.

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

C.3 Vehicle Detection Interface Panel

Provide a 16-position interface panel. Interface panel shall allow for the connection of 16 independent field loops. The panels shall have barrier strip type terminals using 8-32 screws and be rated for 20 inch pounds of torque. Provide a ground bus terminal between each loop pair terminal to provide a termination for the loop lead-in cable ground wire. Secure the interface panels to a mounting plate attached to the left interior side wall of the cabinet. The panel shall also include inputs for up to 4 preempts.

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

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

C.4 Conductors and Cabling

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

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

Provide the cabinet configuration with up to 6 SDLC RS-485 Port 1 communication cables to allow full capabilities of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS-485 communications. Secure all connecting cables and wire runs by mechanical clamps. Stick-on type clamps are not acceptable.

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

All wiring shall be neat in appearance. Stow excess cable behind the terminal facility or below the shelves in order to allow easy access to the terminal facility and cabinet components. All cabinet wiring shall be

continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

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

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

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

C.5 Cabinet Switches

The above switches shall function as follows:

Off: Signals Dark

Signal: Signals On and operating as follows:

Auto

Hand

Flash: Signals Flash

Signals Flash

Normal: Signals Normal

Signals Advance by use of hand control

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

Position

Function

Up

Detector Disabled

Center

Detector Enabled

Down

Detector Called

C.6 Bus Bar

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

C.7 Circuit Breakers

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

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

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

C.8 Radio Interference Suppressor

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

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

C.9 Bus Relay

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

C.10 Surge Protector

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

C.11 Power receptacles

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

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

C.12 Suppressors and RC Network

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

C.13 Auxiliary Devices

C.13.1 Load Switches

Provide 16 solid state load switches conforming to the requirements of section 6.2 of the NEMA TS2 Standard.

C.13.2 Flashers

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

C.13.3 Flash Transfer Relays

Provide 4 flash transfer relays conforming to the requirements of section 6.4 of the NEMA TS2 Standard.

C.13.4 Inductive Loop Detector Units

Provide 8 inductive loop detector units conforming to the requirements of section 6.5 of the NEMA TS2 Standard for 2-channel, rack mount detector units, type C.

C.13.5 Cabinet Power Supply

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

C.14 Bus Interface Units (BIU)

Provide three BIUs conforming to the requirements of section 8 of the NEMA TS2 Standard.

Provide two BIUs with the main panel and one BIU with one of the detector racks.

C.15 Malfunction Management Unit (MMU)

Provide one shelf-mountable, 16 channel, solid-state MMU with Ethernet capability. The MMU shall meet the requirements of Section 4 of the NEMA TS2 Standard. The MMU shall be an Eberle Design Inc. Model MMU2-16LE or preapproved equal.

The MMU shall be capable of the following:

- Detecting simultaneously active inputs of Green (Walk), Yellow, or Red (Don't Walk) on the same channel.
- Determining if the field signal input states detected as active or inactive by the MMU correspond with the data provided by the Controller Unit.

- Monitoring an optional external watchdog output from a Controller Unit or other external cabinet device.
- Monitoring an intersection with up to four approaches using the Flashing Yellow Arrow (for protected/permissive left and right turn movements).
- Event logging for the following; AC Line log, Prior/Previous Faults log, and Monitor Reset Log. All log entries shall include a date and time stamp.
- All monitor functions shall be capable of being programmed through the front panel, without the need for computers or special programs cards.
- A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs, and provide guidance on how the technician should isolate the cause of the malfunction.

The MMU shall have an LCD display that allows for viewing of log files and field indications, as well as the viewing and setting of date and time and configuration parameters.

C.16 Documentation

C.16.1 Cabinet Intersection Wiring Diagrams

For each individual cabinet ordered, within 10 calendar days after receipt of the procurement order, furnish to the City of Milwaukee's electrical lead electrician two sets of 22X34-inch detailed printed cabinet intersection wiring diagrams for information only.

At the time of the cabinet delivery, furnish to the City of Milwaukee's electrical lead electrician two sets of printed 22X34-inch cabinet intersection wiring diagrams and one set of .dgn CAD files per cabinet. Printing the 22X34-inch sheet in smaller sizes is not acceptable. Leave a third drawing in the signal cabinet. After cabinet acceptance is complete, if any cabinet wiring changes were made, revise the cabinet wiring diagrams, leave one drawing in the signal cabinet, and furnish to the City of Milwaukee's electrical lead electrician two sets of as-built printed cabinet wiring diagrams and one set of as-built .dgn CAD files per cabinet. If no changes were made from time of cabinet delivery, notify the City of Milwaukee's lead electrical technician in writing.

C.16.2 Manuals

At the time of the cabinet delivery, furnish to the City of Milwaukee's electrical lead electrician one set of installation, operations, and maintenance manuals per cabinet including each type of equipment in the cabinet. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) schematic diagrams, e) pictorial diagrams of parts locations, f) itemized parts lists with parts numbers, g) theory of operation, and h) maintenance checklists.

The itemized parts lists shall include the manufacturer's name and parts number for all components (such as IC, diodes, switches, relays, etc.) used. The list shall include cross-references to parts numbers of other manufacturers who make the same replacement parts.

For each of the traffic signal controller and MMU, in addition to the above manual requirements, furnish one reference manual for the processor and components proposed to perform the controller and MMU functions. Include a complete set of schematics for the controller, MMU, and any auxiliary circuit boards either in the reference manual or in a separate volume. In addition, furnish a written narrative describing the controller and MMU operation and front panel configuration, and a conceptual flow chart illustrating the control logic for comparison with these specifications. The narrative shall include a discussion of any limitation or exceptions to the performance described in these specifications, and a discussion of any control capabilities provided in addition to that required in these specifications.

C.17 Cabinet Delivery

The construction contractor will provide the traffic signal specifications and plans, including the sequence of operation, to the vendor. The vendor shall determine the required cabinet equipment and assembly requirements from the plans and specifications and provide the owner a list of procurement items. The contractor will order the procurement items. The City of Milwaukee will provide the signal timing to the vendor a minimum of two weeks before the scheduled cabinet delivery date.

For cabinets to be installed in the field by the construction contractor, provide the list of procurement items to the City of Milwaukee a minimum of 60 days before the cabinet is scheduled to be installed in the field. The vendor is responsible for coordinating with the project construction contractor to determine the scheduled cabinet installation date. Cabinets shall be completed, delivered, and accepted within 50 calendar days after the initiation of the procurement request. The City of Milwaukee reserves the right to require up to five cabinets per month to be completed, delivered, and accepted.

If the City of Milwaukee makes a modification to any cabinet order before the entire cabinet is completely built in the vendor's shop, the delivery time does not change. If the owner accepts a vendor requested cabinet order or other modification at any time, the delivery time does not change. All cabinet modifications will be made without additional cost to the owner, except if an additional equipment item is added that is under procurement contract, the established price in the procurement contract will be paid the vendor.

Deliver cabinets to City of Milwaukee Electrical Services headquarters located at 1540 West Canal Street Milwaukee, WI 53233. Final wiring/terminations in all cabinets that are to be city owned will be performed by city forces. Coordinate final cabinet wiring with the City of Milwaukee's Traffic Signal Field Operations unit.

Delivery will be received by the owner. Schedule the delivery directly with the construction contractor. The vendor is responsible for arranging the unloading of the cabinet. Notify the electrical shop of the intent to deliver a minimum of two business days ahead of the desired delivery time. The owner will provide the vendor a list of names, phone numbers, and email addresses for contact information.

The vendor is notified that delivery times and schedules may be changed or delayed at any time for any reason. The vendor may be required to store completed cabinets at their facility for extended periods of time.

C.18 Acceptance Testing

Complete on-site traffic signal acceptance testing in the presence of the owner. The acceptance testing will occur after the signal cabinet is fully installed at the project intersection by the construction contractor and before the traffic signal is turned on. The construction contractor and the owner will determine the time for the acceptance testing. In addition to the cabinet as specified in this specification, add-on accessory items, traffic signal interconnect, system communication, and closed loop system operation are included in the acceptance testing.

Provide an IMSA certified Traffic Signal Bench Technician, Level II, or an IMSA certified Traffic Signal Field Technician, Level II, with a minimum of three years experience in construction and operation of traffic signal cabinets similar to the cabinets specified in this specification. Alternatively, provide a technician or electrician with a minimum of three years experience in construction and operation of traffic signal cabinets similar to the cabinets specified in this specification. The technician shall be on-site during the entire acceptance testing, and shall be capable and equipped to make in-field revisions / repairs to the signal cabinet to conform to this specification.

Upon successful completion of the acceptance testing as determined by the owner, a 30-day conditional acceptance of the signal cabinet will be provided to the vendor. Should the cabinet within the 30-day conditional acceptance period fail to perform in any way as determined by the owner, the vendor shall repair the cabinet to bring it into conformance with this specification and the acceptance testing shall be repeated. Repair times shall conform to the warranty service response times in this specification. The acceptance testing shall be repeated. Upon successful completion of the retesting, a new 30-day conditional acceptance period shall begin. After the signal cabinet runs 30 days without failure, the cabinet will be fully accepted by the owner.

The vendor will be allowed up to two 30-day conditional acceptance periods. If the cabinet fails during the second 30-day period, an entirely new cabinet shall be furnished and made operational in the field by the vendor at no cost to the owner and a new acceptance testing procedure shall begin. Cabinet replacement times shall conform to the warranty service response times in this specification. The original cabinet becomes the property of the vendor.

The owner reserves the right to perform its own tests on the traffic signal cabinet at any time using the owner's control equipment. Should an individual traffic signal cabinet be found to not meet the requirements of these specifications, the vendor shall pick up the traffic signal cabinet from the owner or from the field, perform at their shop repairs / revisions as necessary to bring the traffic signal cabinet into conformance with these specifications, and deliver the repaired / revised traffic signal cabinet back to the designated location, all at no additional cost to the City of Milwaukee.

C.19 Certification

Provide a written certification with the cabinet delivery that the equipment meets the requirements of the plans and specifications and will fully run the sequence of operation and the signal timing, including closed loop system operation if applicable. The certification shall be on the vendor's company letterhead, shall be addressed to both the City of Milwaukee and the construction contractor, and shall be signed by a company officer authorized to legally obligate the company.

C.20 Warranty

All warranty beyond one year shall be from the manufacturer or vendor.

The warranty shall start upon delivery of the cabinet and all supplied equipment to the owner designated location. Provide a warranty and guarantee statement which stipulates that the cabinet and all supplied equipment, including add-on accessory items, to be, individually and as a cabinet system, free from defects in materials and workmanship for a period of at least one year from the date of final cabinet acceptance in the field, or in the case of a cabinet that is to be delivered to the owner for use by the owner, from the date of delivery of an accepted cabinet to the owner. Final cabinet acceptance in the field is after a successful 30-day conditional acceptance period is completed. Delivery of a cabinet for testing does not constitute acceptance of the cabinet. Turn over to the City of Milwaukee warranties and guarantees that are offered by the manufacturer as a customary trade practice. Name the City of Milwaukee as the obligee on all manufacturers' warranties and guarantees. Shipping costs, both to the factory or an Authorized Repair Depot, and return, shall be paid by the vendor.

The warranty shall provide for full repair or replacement, as determined by the owner, of the failed item or cabinet system, including removal and making the item or system fully operational in the cabinet, at no cost to the owner. Vendor warranty service response times after notification by the owner:

- 4 hours to have qualified service personnel on site at the intersection.
- 12 hours to have the signal safely operational, including all phases and enough detection to run the intersection phasing (minimum 8 detectors).
- 48 hours on business days to restore the signal to full original operations.

If a malfunction in the controller unit, MMU, module, or any auxiliary equipment occurs during the warranty period, the vendor shall, within 24 hours after notification (excluding Saturday and Sunday), furnish and make fully operational in the cabinet, an identical, programmed, controller unit, MMU, module, or auxiliary equipment, for use while the warranted unit is being reFypaired or replaced. The isolation of any malfunction during the warranty period shall be the responsibility of the vendor.

The City of Milwaukee reserves the right to make repairs to malfunctioning cabinets and equipment that are under warranty, up to and including complete replacement of the cabinet, when in the owner's determination the safety of the traveling public is best served. Such repair work will not in any way void or limit the vendor's warranty and guarantee specified above. The owner will notify the vendor in writing of the repair.

The vendor shall within five business days after notification replace, at the electrical shop, all cabinets, equipment, and supplies used by the owner in making repairs, with new parts meeting the requirements of this specification.

If any cabinet has three or more equipment or cabinet system failures, resulting from poor workmanship, within the first six months of operation after owner acceptance, an entirely new cabinet exactly matching the existing cabinet shall be furnished and made fully operational by the vendor at no additional cost to the owner. Any traffic control, including but not limited to signing, channelizing devices, temporary signals, police control, and flaggers, that becomes necessary as determined by the owner in order to safely replace the cabinet is the full responsibility of the vendor. The original cabinet becomes the property of the vendor.

Provide, at no additional cost, firmware/software maintenance, problem resolution phone technical support, problem resolution technical support in the supplier's facility, firmware/software patches, and firmware/software upgrades for a minimum of three years. The lead for technical support and primary owner contact for support shall be a qualified person employed by the vendor's local office who is personally familiar with the owner's software and signal operations. Help desks and manufacturer's representatives may be utilized by the lead technical support person as resources, but are not acceptable for lead technical support.

Maintain an inventory of the firmware/software version on each controller provided. Notify the City of Milwaukee's electrical shop supervisor or lead electrician in writing when a firmware/software patch or upgrade is available. The owner will direct the vendor when to load the patch or upgrade for each controller. Load the patch or upgrade and provide a usable copy of the patch or upgrade to the owner. Alternatively, when requested by the owner, provide the patch or upgrade to the owner for installation by the owner.

D Measurement

The department will measure ATC Controller and Cabinet Installed (Location) as each unit of work, in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.205	ATC Controller and Cabinet Installed	EACH

Payment is full compensation for furnishing and installing the traffic signal controller and control cabinet; 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 clean-up and waste disposal.

47. Fiber Optic Patch Panel, Item SPV.0060.212.

A Description

Furnish and install a fiber optic patch panel according to the following standards.

B Materials

Furnish a Fiber Optic Patch Panel with cable lengths as specified in the plans. The patch panel shall have 6 steps, 12 count single-mode OS2 fiber, ST connectors, and a pigtail end. The cable shall be for indoor or outdoor use and shall be riser cable. The body of the patch panel shall be black in color. No pull kit should be pre-installed.

C Construction

Have a certified fiber optic technician perform work for fiber optic terminations, splicing and testing. Have a certified fiber optic technician supervise all fiber optic cable installation. Test the panel and demonstrate that all equipment is operational to the inspector. Ensure termination does not exceed attenuation limits specified in standard spec 678.3.4.

D Measurement

The department will measure Fiber Optic Patch Panel by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.212	Fiber Optic Patch Panel	EACH

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

48. Ethernet Switch, Item SPV.0060.213.

A Description

Furnish and install an Ethernet switch according to the following standards.

B Materials

Furnish an Ethernet Switch with a compatible power supply.

Environmental: This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS2 specifications.

Mounting: This equipment must be DIN Rail mountable.

Interfaces: This equipment must support a minimum of 12 Ethernet interfaces, with a minimum of three being shared or dedicated SFP interfaces for pluggable optical connections and support for PoE+ on four or more interfaces.

Management: This equipment must be a managed switch with the ability to support 802.1Q VLAN Tagging, 802.1D Spanning Tree Protocol, and 802.1p Quality of Service. Multicast, broadcast, and flooding storm control should be features.

LEDs: This equipment must have a power input status LED, a ring status LED, and LEDs showing the port link and speed status per port.

Memory: This equipment must have a minimum of 128MB of DRAM, and a minimum of 16MB of flash memory.

C Construction

Install Ethernet switch into field cabinet. Connect switch to the devices as directed by City of Milwaukee communications team. Contact Michael Panlener at (414) 708-3608 for more information.

D Measurement

The department will measure Ethernet Switch by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.213	Ethernet Switch	EACH

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

49. Electrical Service Pedestal, Item SPV.0060.215

A Description

Install meter breaker pedestal.

B Materials

Furnish 120/240V meter breaker pedestal conforming to standard spec 656.2.3., except do not supply service.

C Construction

Install service pedestal at location shown in plans. Install grounding electrodes as required by local utility, and install appropriate grounding conductors. Contact Mr. Rudy Gutierrez, Electrical Services Manager (414) 286-5941 office, (414) 708-5148 mobile, when pedestal will be ready for service with two working days notice.

D Measurement

The department will measure this item by Electrical Service Pedestal by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.215	Electrical Service Pedestal	EACH

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

50. EVP 1 Channel 1 Direction Infrared Detector, Item SPV.0060.218.

A Description

Furnish and install an Emergency Vehicle Preemption (EVP) 1 Channel 1 Direction Infrared Detector.

B Materials

Furnish a 1 Channel 1 Direction Infrared Detector.

C Construction

Install detector as shown in the plans and according to manufacturer's recommendations.

D Measurement

The department will measure this item by EVP 1 Channel 1 Direction Infrared Detector by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.218	EVP 1 Direction Detector	EACH

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

51. EVP Phase Selector Card 4 Channel, Item SPV.0060.221.**A Description**

Furnish and install an Emergency Vehicle Preemption (EVP) Phase Selector Card 4 Channel.

B Materials

Furnish a 4 channel phase selector card. The selector card shall be capable of functioning with a GPS radio unit as well as infrared system detectors simultaneously.

C Construction

Install phase selector card into the appropriate slot in the controller cabinet and make all necessary wiring connections to EVP detectors.

D Measurement

The department will measure EVP Phase Selector Card 4 Channel by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.221	EVP Phase Selector Card 4 Channel	EACH

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

52. EVP Confirmation Light, Item SPV.0060.223.**A Description**

Furnish and install an Emergency Vehicle Preemption (EVP) Confirmation Light Assembly.

B Materials

Furnish a typical confirmation light assembly and LED flood light.

C Construction

Install confirmation lights as described in the plans.

D Measurement

The department will measure EVP Confirmation Light by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.223	EVP Confirmation Light	EACH

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

53. Vehicular Video Detection System-1 Camera, Item SPV.0060.224.

A Description

This specification describes furnishing and installing a system that detects vehicles on a roadway using only video images of vehicle traffic. This item includes all materials and labor necessary to install a completely functional vehicle detection system as shown in the plans, including but not limited to camera, processors, video monitor, mounting hardware, and power cable.

B Materials

This specification sets forth the requirements for a system that detects vehicles on a roadway and provides detection outputs to a traffic signal controller. The materials shall also include all brackets, risers, mounting hardware, cable, terminations, interface panels, and all other incidentals for the installation of the equipment. This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS2 specifications.

The video detection system shall include one video detector with a high definition camera of at least 720p resolution with a 10x optical zoom with real time iris and shutter speed control by the integrated processor. The faceplate shall be glass with a hydrophilic coating on the exterior and with an indium tin oxide heater applied to the inner surface.

All communications to the video sensor shall be broadband-over-power via three conductor cable. No coaxial cable shall be used.

The video detection system shall include an interface panel that manages communication between sensors, remote access to the sensors, and the cabinet itself. The interface panel shall provide connection points for four video sensors. Each sensor connection shall have a power switch and a resettable fuse. All communications to the detection system shall be to a single IP address.

All incidental mountings required for pole or mast arm mounted units to install the detector are included in this item.

C Construction

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

In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), the contractor shall be obligated to advise the engineer before setting the zone.

All cables associated with the video detection system shall be routed to the controller. Each lead shall be appropriately marked as to which street or avenue it is associated. Provide 6 feet of cable slack.

The video detection system, as shown in the traffic signal plans, shall be complete, in place, tested, and in full operation.

D Measurement

The department will measure Vehicular Video Detection System-1 Camera by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.224	Vehicular Video Detection System-1 Camera	EACH

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

54. Vehicular Video Detection System-2 Cameras, Item SPV.0060.225.

A Description

This specification describes furnishing and installing a system that detects vehicles on a roadway using only video images of vehicle traffic. This item includes all materials and labor necessary to install a completely functional vehicle detection system as shown in the plans, including but not limited to cameras, processors, video monitor, mounting hardware, and power cable.

B Materials

This specification sets forth the requirements for a system that detects vehicles on a roadway and provides detection outputs to a traffic signal controller. The materials shall also include all brackets, risers, mounting hardware, cable, terminations, interface panels, and all other incidentals for the installation of the equipment. This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS2 specifications.

The video detection system shall include two video detectors with a high definition camera of at least 720p resolution with a 10x optical zoom with real time iris and shutter speed control by the integrated processor. The faceplate shall be glass with a hydrophilic coating on the exterior and with an indium tin oxide heater applied to the inner surface.

All communications to the video sensor shall be broadband-over-power via three conductor cable. No coaxial cable shall be used.

The video detection system shall include an interface panel that manages communication between sensors, remote access to the sensors, and the cabinet itself. The interface panel shall provide connection points for four video sensors. Each sensor connection shall have a power switch and a resettable fuse. All communications to the detection system shall be to a single IP address.

All incidental mountings required for pole or mast arm mounted units to install the detector are included in this item.

C Construction

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

In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), the contractor shall be obligated to advise the engineer before setting the zone.

All cables associated with the video detection system shall be routed to the controller. Each lead shall be appropriately marked as to which street or avenue it is associated. Provide 6 feet of cable slack.

The video detection system, as shown in the traffic signal plans, shall be complete, in place, tested, and in full operation.

D Measurement

The department will measure Vehicular Video Detection System-2Cameras by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.225	Vehicular Video Detection System-2 Cameras	EACH

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

55. Electrical Riser, Item SPV.0060.228.

A Description

Fabricate and install an electrical riser.

B Materials

Furnish C-condulets, reducer bushings, banding, 1" aluminum conduit, 1/2" aluminum conduit, 1" terminal adaptor, weather head, and sealant as shown in electrical riser detail.

C Construction

Install materials as shown in electrical riser detail.

D Measurement

The department will measure Electrical Riser by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.228	Electrical Riser	EACH

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

56. Pedestrian Countdown Signal Face 12-Inch, Item SPV.0060.267.**A Description**

Furnish and install Pedestrian Countdown Signal Face 12-Inch according to the following standards.

B Materials

Furnish a 12-Inch Light Emitting Diode (LED) Pedestrian Countdown Module that meets ITE PTCSI-STD Part 2 from March 2004 or current Institute of Transportation Engineer (ITE) standards. The countdown digits shall be displayed with an LED color/type of Portland Orange. The unit shall be able to operate when exposed to temperatures between -40 to 165 degrees Fahrenheit. The operating voltage shall be between 80 to 135VAC, and the wattage drawn shall be 7W.

C Construction

Install Pedestrian Countdown Signal Face 12-Inch as shown in the plans. Install following standard spec 658.3. The Pedestrian Countdown Signal Face 12-Inch shall be installed in the same housing and immediately below the Pedestrian Signal Face 12-Inch.

D Measurement

The department will measure Pedestrian Countdown Signal Face by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.267	Pedestrian Countdown Signal Face 12-Inch	EACH

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

57. Voice Instruction Audible Push Button, Item SPV.0060.268.**A Description**

Furnish and install a Voice Instruction Audible Pushbutton.

B Materials

The Voice Instruction Audible Pushbutton shall be a 2-wire pushbutton that meets ADA requirements. The pushbutton shall be capable of providing audio cues with sound emanating from both the front and back of the unit. Sound shall be synchronized between units and automatically adjust to ambient sound levels. Changing settings and firmware updates shall be done wirelessly over Bluetooth. The switch operating life shall be greater than 20 million operations. The pushbutton station shall have an MUTCD compliant sign on its faceplate.

C Construction

Install a Voice Instruction Audible Pushbutton as shown on plans. Follow requirements outlined in MUTCD Section 4E.9 through 4E.12. Pushbutton plates shall provide direction of travel with single or double arrow as required and shall be properly focused upon installation.

D Measurement

The department will measure both Voice Instruction Audible Push Button by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.268	Voice Instruction Audible Pushbutton	EACH

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

58. Voice Instruction Audible Control Unit, Item SPV.0060.269.

A Description

Furnish and install a Voice Instruction Audible Control Unit.

B Materials

The Voice Instruction Audible Control Unit shall be a rack mount card able to be used in a 300 series cabinet. An interconnect panel shall provide enough connection for 16 or more pushbuttons. The panel shall have a separate power supply connection. No polarity requirement shall be needed for the pushbuttons. The control unit shall have LCD display showing status information. Setup shall be performable via Ethernet or Wi-Fi using a PC or by using an app. Any connection option should allow access to setup and configuration of the control unit and any attached voice instruction audible pushbutton.

C Construction

Install a Voice Instruction Audible Control Unit into the controller cabinet's detector rack. Mount the panel to the side of the cabinet in the side panel access. Terminate all pushbutton connections to the panel. Complete setup of the system and demonstrate the pushbuttons are correctly wired and configured.

D Measurement

The department will measure Voice Instruction Audible Control Unit by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.269	Voice Instruction Audible Control Unit	EACH

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

59. Fiberglass/Polymer Concrete Pull Box 13-Inch x 24-Inch x 24-Inch; Item SPV.0060.302.

A Description

This special provision describes furnishing and installing Fiberglass/Polymer Concrete Pull Box at the locations shown on the plans according to standard spec 653.

B Materials

Furnish fiberglass/polymer concrete pull box of rectangular composite enclosure with Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), and nominal 13" wide x 24" long and 24" total depth, flared wall style *#CHB132424 as by Highline Products* or *#B12132424A as by Hubbell Power Systems*, or approved equal. Cover shall be Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), bolted cover with logo "Street Lighting" *#CHC1324HL1 as by Highline Products* or *#C12132402A41 as by*

Hubbell Power Systems, or approved equal and use penta bolts to secure cover. The pull box shall be listed and labeled by (UL) or other Nationally Recognized Testing Laboratory.

C Construction

Conform to standard spec. 673.3 and City of Milwaukee standards. The pull box shall be installed on 12-inches of crushed stone, set flush with grade and backfilled.

D Measurement

The department will measure Fiberglass/Polymer Concrete Pull Box 13-Inch x 24-Inch x 24-Inch as each individual pull box, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.302.	Fiberglass/Polymer Concrete Pull Box 13-Inch x 24-Inch x 24-Inch	EACH

Payment is full compensation for furnishing and installing all materials, including pull box, end bells, crushed aggregate, excavation, backfilling, and for disposing of surplus material.

60. Fiberglass/Polymer Concrete Pull Box 17-Inch x 30-Inch x 24-Inch; Item SPV.0060.303.

A Description

This special provision describes furnishing and installing Fiberglass/Polymer Concrete Pull Box at the locations shown on the plans according to standard spec 653.

B Materials

Furnish fiberglass/polymer concrete pull box of rectangular composite enclosure with Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), and nominal 17" wide x 30" long and 24" total depth, flared wall style #CHB173024 as by Highline Products or #B12173024A as by Hubbell Power Systems, or approved equal. Cover shall be Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), bolted cover with logo " Street Lighting" #CHC1730HL1 as by Highline Products or #C12173002A41 as by Hubbell Power Systems, or approved equal. The pull box shall be listed and labeled by (UL) or other Nationally Recognized Testing Laboratory.

C Construction

Conform to standard spec. 673.3 and City of Milwaukee standards. The pull box shall be installed on 12-inches of crushed stone, set flush with grade and backfilled.

D Measurement

The department will measure Fiberglass/Polymer Concrete Pull Box 17-Inch x 30-Inch x 24-Inch as each individual pull box, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.303.	Fiberglass/Polymer Concrete Pull Box 17-Inch x 30-Inch x 24-Inch	EACH

Payment is full compensation for furnishing and installing all materials, including pull box, end bells, crushed aggregate, excavation, backfilling, and for disposing of surplus material.

61. Poles Type 19' Bolt Down AL, Item SPV.0060.319.

A Description

A.1

The minimum requirements for a 19'-0" bolt down aluminum street lighting pole assembly. All parts not specifically mentioned, which are necessary or which are regularly furnished in order to provide this pole, shall be furnished, and shall conform in strength, quality of material and workmanship to that usually

provided by the engineering practice indicated in this specification. All work shall be according to standard spec 651.

A.2

The aluminum street lighting pole assembly to be furnished under this specification is to be round and tapered. The pole assembly shall be complete with shaft, pole cap, hardware, and base coating. All screws and fasteners shall be stainless steel or other approved materials.

A.3

The bolt down 19'-0" aluminum street lighting pole assembly shall be according to this specification and City of Milwaukee (DPW-Infrastructure Services Division) Drawing #B-14-13.

A.4

Minor deviations on the rest of the pole assembly that will not affect the strength, appearance, vertical and horizontal stability of the pole will be permitted, but all such deviations shall be approved by the City of Milwaukee Street Lighting Engineering.

A.5

The work under this item is for furnishing and installation of the following material as shown in plans and according to the following.

B Materials

B.1.1 Pole

The 19'-0" aluminum pole shaft shall be tapered from the top of the pole to the mounting plate. Dimensions from the pole top to the bracket mounting plate and from the base plate to the top of the pole, as shown on the drawing, shall be rigidly adhered to.

B.1.2

The base plate shall be cast from either type 319 or 356T6 aluminum. The four elongated mounting holes shall be on 90-degree centers on an 11" bolt circle. The mounting slots shall be sized for 1 inch mounting bolts. The base shall be welded to the shaft so the arms bisect the angle between mounting holes at 45 degrees.

B.1.3

The poles shall be built as a double bracket unit and supplied with one cover plate per pole.

B.1.4

The pole cap is to be cast aluminum, and be secured to the pole by three equally spaced 1/4"-20 hex head stainless steel screws.

B.1.5 Hand Hole & Grounding

The hand hole shall be 4" x 6" nominal. A 1/4"-20 NC tapped hole and bolt shall be provided in the shaft opposite the hand hole for grounding purposes. The hand hole cover shall be secured to the pole using 1/4"-20 NC by 3/4" long 18-8 stainless steel button head Torx T27H tamper proof screws. The hand hole is to be 90 degrees from the arms. The center line of the hand hole shall be 14 inches above the mounting plate.

B.1.6 Loading and Stability

The 19'-0" assembly furnished under this specification shall support a fifty pound fixture of an EPA of 3 on each arm when equipped with a pair of 6' upsweep arms. All pole designs shall meet the latest revision of the AASHTO specifications for these poles as defined in their STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. The manufacturer shall submit engineering calculations for lighting poles to show that maximum stress and deflections do not exceed specified performance requirements under full design loading, as well as other certified reports and data which indicate that the poles meet all load requirements, within 30 days of the bid award. Engineering calculations shall be prepared and sealed by an engineer licensed in the State of Wisconsin.

The entire horizontal and vertical "wind sail" area of the pole assembly subject to wind load including arm and luminaire shall be designed to withstand the AASHTO standard specifications, from above, for wind load requirements for a 90 MPH wind load with gust factor computed per section 3.8.5. and height and exposure factors from table 3-5.

B.1.7

All Welding shall be according to the latest applicable A.S.M.E. Standards.

B.1.8

The manufacturer warrants that the pole supplied will be of merchantable quality will conform to applicable specifications, drawings, designs, samples, or descriptions, will be free from defects in materials and workmanship and will be fit for the particular purpose intended.

B.1.9

A plaque with the pole number as shown on the plans shall be affixed onto the pole shaft.

B.2. Riser Cable

Pole is to be wired as shown on the plans. A separate riser cable will be required to be installed inside of pole for each lighting fixture on the pole. The riser cable shall be 30 feet in length and cut from copper 2#12 UF with ground cable. One wire shall be black, the other shall be white, and the ground can be either bare or green. All splicing is to be done inside the metal housing. The ground wires shall be spliced inside the metal housing and grounded to the housing and each fixture. The cable shall conform to NEC Article 340. The riser cable shall be continuous without splices. The electrical system in use utilizes a full system ground. The neutral is not to be grounded at any point.

C Construction

Install the bolt down pole as specified in the plan and details. After razing the pole use normal pole shaft raking techniques to ensure the centerline of shaft appears vertical to the horizon.

D Measurement

The department will measure Poles Type 19- Bolt Down AL by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.319	Poles Type 19' Bolt Down AL	EACH

Payment is full compensation for the pole, riser cables, and all connections.

62. Poles Type 30' Bolt Down AL, Item SPV.0060.321.

A Description

A.1

The minimum requirements for a 30'-0" bolt down aluminum street lighting pole assembly. All parts not specifically mentioned, which are necessary or which are regularly furnished in order to provide this pole, shall be furnished, and shall conform in strength, quality of material and workmanship to that usually provided by the engineering practice indicated in this specification. All work shall be according to standard spec 651.

A.2

The aluminum street lighting pole assembly to be furnished under this specification is to be round and tapered. The pole assembly shall be complete with shaft, pole cap, hardware, and base coating. All screws and fasteners shall be stainless steel or other approved materials.

A.3

The bolt down 30'-0" aluminum street lighting pole assembly shall be according to this specification and City of Milwaukee (DPW-Infrastructure Services Division) Drawing #B-14-14.

A.4

Minor deviations on the rest of the pole assembly that will not affect the strength, appearance, vertical and horizontal stability of the pole will be permitted, but all such deviations shall be approved by the City of Milwaukee Street Lighting Engineering.

A.5

The work under this item is for furnishing and installation of the following material as shown in plans and according to the following.

B Materials

B.1.1 Pole

The 30'-0" aluminum pole shaft shall be tapered from the top of the pole to the mounting plate. Dimensions from the pole top to the bracket mounting plate and from the base plate to the top of the pole, as shown on the drawing, shall be rigidly adhered to.

B.1.2

The base plate shall be cast from either type 319 or 356T6 aluminum. The four elongated mounting holes shall be on 90-degree centers on an 11" bolt circle. The mounting slots shall be sized for 1 inch mounting bolts. The base shall be welded to the shaft so the arms bisect the angle between mounting holes at 45 degrees.

B.1.3

The poles shall be built as a double bracket unit and supplied with one cover plate per pole.

B.1.4

The pole cap is to be cast aluminum, and be secured to the pole by three equally spaced 1/4"-20 hex head stainless steel screws.

B.1.5 Hand Hole & Grounding

The hand hole shall be 4" x 6" nominal. A 1/4"-20 NC tapped hole and bolt shall be provided in the shaft opposite the hand hole for grounding purposes. The hand hole cover shall be secured to the pole using 1/4"-20 NC by 3/4" long 18-8 stainless steel button head Torx T27H tamper proof screws. The hand hole is to be 90 degrees from the arms. The center line of the hand hole shall be 14 inches above the mounting plate.

B.1.6 Loading and Stability

The 30'-0" assembly furnished under this specification shall support a fifty pound fixture of an EPA of 3 on each arm when equipped with a pair of 6' upsweep arms. All pole designs shall meet the latest revision of the AASHTO specifications for these poles as defined in their STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. The manufacturer shall submit engineering calculations for lighting poles to show that maximum stress and deflections do not exceed specified performance requirements under full design loading, as well as other certified reports and data which indicate that the poles meet all load requirements, within 30 days of the bid award. Engineering calculations shall be prepared and sealed by an engineer licensed in the State of Wisconsin.

The entire horizontal and vertical "wind sail" area of the pole assembly subject to wind load including arm and luminaire shall be designed to withstand the AASHTO standard specifications, from above, for wind load requirements for a 90 MPH wind load with gust factor computed per section 3.8.5. and height and exposure factors from table 3-5.

B.1.7

All Welding shall be according to the latest applicable A.S.M.E. Standards.

B.1.8

The manufacturer warrants that the pole supplied will be of merchantable quality will conform to applicable specifications, drawings, designs, samples, or descriptions, will be free from defects in materials and workmanship and will be fit for the particular purpose intended.

B.1.9

A plaque with the pole number as shown on the plans shall be affixed onto the pole shaft.

B.2. Riser Cable

Pole is to be wired as shown on the plans. A separate riser cable will be required to be installed inside of pole for each lighting fixture on the pole. The riser cable shall be 35 feet in length and cut from copper 2#12 UF with ground cable. One wire shall be black, the other shall be white, and the ground can be either bare or green. All splicing is to be done inside the metal housing. The ground wires shall be spliced

inside the metal housing and grounded to the housing and each fixture. The cable shall conform to NEC Article 340. The riser cable shall be continuous without splices. The electrical system in use utilizes a full system ground. The neutral is not to be grounded at any point.

C Construction

Install the bolt down pole as specified in the plan and details. After razing the pole use normal pole shaft raking techniques to ensure the centerline of shaft appears vertical to the horizon.

D Measurement

The department will measure Poles Type 30' Bolt Down AL by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.321	Poles Type 30' Bolt Down AL	EACH

Payment is full compensation for the pole, riser cables, and all connections.

63. Lighting System Temporary, Item SPV.0060.334

A Description

This special provision describes furnishing, installing, maintaining, relocating, and removing wood poles, risers, luminaires, arms and aerial cable to maintain the Lighting System Temporary plan.

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

B Materials

Each Lighting System Temporary consists the following components:

Cable: Aerial cable span to adjacent Temporary Lighting System consisting of aluminum triplex service cables two insulated "hot" conductors phase conductors paired with one bare aluminum alloy or ACSR neutral conductor. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits as shown in Lighting System Temporary plan. Triplex service cable phase conductor size 2 AWG with neutral conductor size 4 AWG or phase conductor size 6 AWG with neutral conductor size 6 AWG.

Pole: Furnish Class 4 wood poles, 40-foot long.

Service Risers: Secondary riser consisting of three 7 strand 600V XLPE CU cables in white, black, and red jacketed insulator. Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard. Number of service risers per y Lighting System Temporary shown in plans.

Arms: 6' cantilever type aluminum wood pole mount bracket arm. Number of arms per Temporary Lighting System shown in plans.

Luminaire: City of Milwaukee supplied, contractor picked up and installed 150W HPS Lamps and fixtures with Type 2 light distribution from Street Lighting field office at Canal St. Number of fixtures per Lighting System shown Temporary in plans.

C Construction

Maintain existing, temporary and proposed lighting within the construction limits for the duration of the project. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles, relocation of poles due to construction activities, methods or staging and maintaining continuous lighting.

Keep temporary streetlights in operation throughout the construction project until new permanent lights are installed and operational as follows:

- Maintain a similar location and number of lights as shown in plans.
- The distance between adjacent street lights shall be no greater than 160 feet. Obtain acceptance in writing from the engineer for any modifications to locations Lighting System Temporary as shown on plans if location change is greater than 10'.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 3 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. Continuously monitor the existing and proposed Lighting System Temporary operation.

Coordinate work with the city's forces. Existing lighting utilizes 240 Volt circuits. Lighting Systems Temporary to be wired from existing circuits to maintain street lighting operation. Arrange for all required electrical service end point connections with City of Milwaukee Street Lighting field office. The City of Milwaukee is responsible for energy costs for the Lighting System Temporary.

D Measurement

The department will measure Lighting System Temporary as each individual Lighting System Temporary, accepted and 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.0060.334	Lighting System Temporary	EACH

Payment is full compensation for furnishing and maintaining Lighting System Temporary which include installing and relocating wood poles, aerial cable, luminaires, arms, guy wires, furnishing and installing splice connectors and riser, maintaining lighting units, replacement of burned out lamps; replacement of knockdowns, furnishing and installing splice connectors and risers, removal of the system after permanent lighting is complete, and restore surfaces on affected area.

64. Luminaire Arms Single Member 6-FT., Item SPV.0060.345.

A Description

The work under this item is for furnishing and installation of Luminaire Arms Single Member 6-Ft. as shown in the street lighting details and according to the following. All work shall be according to standard spec 651.

B Materials

Luminaire arm is 2" schedule 80 Aluminum pipe (6061-T6 Alloy) curved to the street lighting detail specifications. Mounting plate is 1/2" thick aluminum 6061-T6 Alloy.

C Construction

The luminaire arm shall be attached to the pole with two 1/2" x 13 NC x 1" long stainless steel bolts.

D Measurement

The department will measure Luminaire Arms Single Member 6-Ft by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.345.	Luminaire Arms Single Member 6-Ft.	EACH

Payment is full compensation for the luminaire arm, hardware, and all connections.

65. Luminaire Utility 1 LED2, Item SPV.0060.374; Luminaire Architectural 2 LED2, Item SPV.0060.375.

A Description

The work under this item is for installation of the following material as shown in plans and according to the following:

B Materials

Architectural Luminaire fixture conforms with Street Lighting Conduit Detail and Plans Sheet 10.

TECHNICAL SPECIFICATIONS: All features below shall be incorporated into the equipment and all items shall be furnished and installed into a complete unit ready for operation.

TYPE: The LED luminaires purchased under this contract will be of architectural style and shall conform with the luminaire appearance shown on Street Lighting Conduit Details and Plans Sheet 10. The luminaires shall be designed so it can efficiently produce uniform illumination according to I.E.S. Type II, III or V light distribution according to the lighting plan.

Only luminaire that is readily available and of normal production item will be considered.

HOUSINGS: The entire housings shall be rugged, high quality, cast aluminum for maximum strength, durability and lasting beauty. All castings shall be free from pits, blowholes, or other irregularities. All edges are to be free from sharp burrs.

Upper Housing: The upper housing shall have an integral leveling pad or other suitable means for quick, easy and proper positioning of the luminaire.

Lower Housing: The lower housing or housings shall be hinged and easily opened for routine maintenance. All component parts shall be easily accessible with the lower housing opened.

Hinges: Hinges shall be so constructed and designed to accurately position the lower housings and assure a positive locking with the upper housing. The hinges shall be provided with a safety catch to prevent the accidental disengagement of the lower housing during servicing.

Finish: The entire unit, upper and lower housings, shall have a smooth finish that will maintain a fine appearance and will resist damage by weathering.

Color: The luminaire shall be of grey.

Label: There shall be only a NEMA label '1LED2' or '1LED5'(for LED-1), '2LED2 or '2LED3'(for LED-2), or '3LED2' or '3LED3'(for LED-3) clearly visible at 30 feet height attached to the door of the luminaire. No other label is needed on the fixture. In addition, the luminaire complete model number and manufacturing date shall be indicated inside the housing.

OPTICAL ASSEMBLY: The fixture optical assembly shall be IP66 rated sealed and ANSI 3G rated vibration resistant for reliable lighting solution.

OPTICAL SYSTEM: The fixture shall be ordered with Type V, Type II, or Type III wide light distribution according to the lighting plans.

VOLTAGE AND FREQUENCY: The fixture shall be designed for operation at 240 Volt, 60 Hertz without photoelectric cell receptacle. There shall be a built-in 7-pin NEMA twist locked recessed receptacle on the top of the luminaire. The 7-pin receptacle shall be equipped with shorting cap at time of installation.

HEAT MANAGEMENT: Heat is managed through built-in external heat-sink on the fixture with natural air flow convection.

MOUNTING: The luminaire shall have an adjustable 2" slip fitter and integral pipe stop to permit entry of at least 5-1/2 inches of the bracket for secure mounting.

HARDWARE: All nuts, bolts, latches, etc. furnished with the luminaire shall be fabricated from stainless steel or other non-ferrous materials.

LIFESPAN: The luminaire shall meet or exceed L₇₀ of 60,000 hours under TM-21/LM-80@ 25°C. There shall be a manufacturing date code label inside the housing.

DRIVER: The luminaire shall be equipped with a 0-10V dimmable driver.

SURGE PROTECTOR: The luminaire shall be equipped with a 20kV/20kA surge protector as per Institute of Electrical and Electronics Engineers (IEEE)/ American National Standards Institute (ANSI) C62.41.2 Scenerio, Category C.

COLOR TEMPERATURE: The luminaire shall be of 3,000 K color temperature, minimum 70 Color Rendering Index.

LUMENS: The luminaires shall meet the specification shown on table below.

	Luminaire 70W (Type II medium or Type V light distribution)	Luminaire 105 W (Type II medium or Type III wide light distribution)	Luminaire 141W (Type II medium or Type III wide light distribution)
Maximum input power (Watt)	71	107	141
LED current (mA)	700	530	700
NEMA Label	1LED (for Type II med) 1LED5 (for Type V)	2LED2 (for Type II med) 2LED3(for Type III wide)	3LED2(for Type III med) 3LED5(for Type V)
Dimension	13.25" (W) * 4.75" (H) *28.50"(D)	13.75" (W) * 5" (H) * 43.375" (D)	13.75" (W) * 5" (H) * 43.375" (D)
EPA	< 0.7	< 0.95	< 0.95
Weight	< 20 lbs	< 30 lbs	< 30 lbs
BUG Rating	B2U0G1(1LED2) B3-U0-G2 (1LED5)	B2-U0-G2	B2-U0-G3(3LED3) B4-U0-G2 (3LED5)
Efficacy (lumen/Watt)	99	108	102
Min. Delivered Lumens	7,050	11,600	14,500

LABEL: As shown on table above, there shall be a NEMA label attached to the door (clearly visible at 30 feet height) indicating the wattage and light distribution of the luminaire. No other label shall be attached to the door.

For example: 1LED2 (for 70W LED fixture with Type II light distribution)
1LED5 (for 70W LED fixture with Type V light distribution)
2LED2 (for 105W LED fixture with Type II light distribution)
2LED3 (for 105W LED fixture with Type III light distribution)
3LED3 (for 141W LED fixture with Type III light distribution)
3LED5 (for 141W LED fixture with Type V light distribution)

There shall be a manufacturing date code label inside the luminaire housing.

WARRANTY: The contractor and/or the manufacturer warrants that goods sold hereunder will be merchantable quality, will conform to applicable specifications, drawings designs, samples or descriptions, will be free from defects in material and workmanship and will be fit for the particular purpose intended by City of Milwaukee.

- i. This warranty will remain in effect for 10 years from date of acceptance.
- ii. Under this provision, the contractor and/or manufacturer agrees to repair or replace within a reasonable time, any part, feature or product found to be defective during the warranty period at no cost to the city.

C Construction

Install lighting fixture on the pole according to current City of Milwaukee standards. Provisions for inserting 2#12UF cable with ground between the fixture and cable connecting point at pole hand hole shall be included per City of Milwaukee standards. Contractor is responsible to provide additional brand new fixtures (see the list below) to Street Lighting Department for replacement part purpose. Contact Jill Karmer at (414) 286-5953 for delivery information.

D Measurement

The department will measure Luminaire (type) LED 2 by each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.374	Luminaire Utility LED2	EACH
SPV.0060.375	Luminaire Architectural 2 LED2	EACH

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

66. Remove Luminaire Complete, Item SPV.0060.387.

A Description

This work shall consist of the removal of existing street lighting luminaire as shown in the plans.

B (Vacant)

C Construction

The contractor is responsible to disconnect all cables and wiring that is mounted on or in the poles and carefully remove luminaire from street light pole.

Contractor is responsible to protect and deliver the removed street lighting equipment to 1540 West Canal Street, Milwaukee, Wisconsin. The contractor should make arrangements for the delivery of this material between the hours of 7:30 AM and 2:30 PM and call 24 hours in advance (telephone (414) 286-5944). No delivery will be accepted after 2:30 PM.

D Measurement

The department will measure the Remove Luminaire Complete per pole as each individual, acceptably completed unit.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.387	Remove Luminaire Complete	EACH

Payment is full compensation for removal of complete measured as provided above, will be paid for at the contract unit price each, which price will be payment in full for the removal of luminaire.

67. Remove Lighting Units, Item SPV.0060.388.

A Description

This special provision describes the removing lighting units as shown on the plans, according to the pertinent provisions of standard spec 204, and hereinafter provided.

B Materials

All removed material shall be disposed with the exception of Mitchell upsweep arms and arm attachment brackets. Palletize, shrink wrap and returned to the City of Milwaukee. Deliver the arms and brackets to City of Milwaukee, 1540 W Canal St, Milwaukee WI 53233. Contact Ted Budny at (414) 286-5953 at least five working days prior to delivery to make arrangement.

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

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.388	Removing Lighting Units	EACH

68. Adjusting CUC Manhole Cover, Item SPV.0060.400.

A Description

This special provision describes adjusting the existing chimney of the block, precast, or brick round manholes; furnishing, installing and removing protection of the cables in the manhole during adjustment operations. Perform work according to the standard specifications, the provisions of the article Adjusting Manhole Covers, as shown on the plans, and as hereinafter specified.

B Materials

Furnish and install materials that conform to the requirements of standard spec 519. Salvage and reinstall existing covers on the manholes. The city will supply covers designated for replacement. Contractor shall contact Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frames and lids from the DPW Field Headquarters at 3850 N. 35th St. Contractor must have the "Castings Requisitions Form" which shall be supplied by the City at the Preconstruction Meeting to obtain the covers.

C Construction

Report any pre-existing problems to Ms. Karen Rogney of City Underground Conduits Section at (414) 286-3243 three working days in advance of any construction on manholes.

Before removing the pavement around the manhole, the contractor shall place a ¾-inch plywood cover or equal over existing active Street Lighting, Traffic Control, Communication or private vendor electrical cables. This cover shall be properly supported to/at the manhole floor.

Break out and remove pavement around manhole. Remove existing covers and store and secure them properly. Any damaged, lost, or stolen covers shall be the responsibility of the contractor and shall be replaced at contractor's expense.

Remove existing chimney to surface of concrete roof slab. If manhole does not have an existing concrete roof slab, remove sufficient chimney as to provide adequate corbel to fit new cast iron frame and cover.

Adjust manhole cover to proposed grade using bricks or concrete rings as necessary. **Completely underpin entire flange area of manhole frame with mortar, bricks and/or concrete rings.** Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

After completion of paving, remove the temporary ¾-inch plywood cover or equal which is over the existing electrical cables in the manhole as mentioned above.

Notify Ms. Rogney three working days in advance of completion of each manhole adjustment, for inspection and acceptance of work performed. The contractor will receive no payment until the above work is approved by City Underground Conduits.

D Measurement

The department will measure Adjusting CUC Manhole Cover by the each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.400.	Adjusting CUC Manhole Cover	EACH

Payment is full compensation for furnishing all required materials, exclusive of frames, grates, or lids available and designated for adjusting; for removing, reinstalling and adjusting the covers; and for furnishing all labor, tools, equipment and incidentals necessary for adjusting each cover, complete according to the requirements of the plans and contract. Covers to be adjusted and which are rendered unfit for use by the contractor through the contractor's operations will be replaced by the contractor in kind at the contractor's own cost and expense.

69. 4' Diameter Manhole Type CUC, Item SPV.0060.401.

A Description

The work under this special provision consists of a 4'-0" round precast concrete manhole for the City of Milwaukee Underground Conduit Section at locations shown in the plans, according to standard spec 301, 611 and 501, and as hereinafter provided.

B Materials

Furnish and install a 4' diameter precast concrete manhole. Concrete and steel reinforcement shall conform to ASTM specification: C478 (latest edition), except that the single cage circumferential reinforcement in all vertical walls shall consist of lines of #6 steel wire spaced 3" horizontally and lines of #10 steel wire spaced 8" vertically located in the center of the wall.

Cast two lifting inserts for 1-1/2" diameter lifting eyes in the wall of the base and all other riser sections except the top cap section.

Cast up to four 7/8" diameter galvanized steel 1-11/16" pulling-in eyes in the wall of the base section directly across from each duct entrance.

Cast four 5/8" diameter plastic threaded cable rack bolt inserts in the wall of the riser section.

Supply and lay a continuous circumferential Butyl Rubber gasket on the wall joint of the base and riser section when manhole is being assembled at job site.

The number of pulling-in eyes and/or cable rack bolt inserts may vary. Additionally, the size, location, shape and number of duct entrances and/or knock-out area may vary. Unit price of manhole shall not vary for number of openings, pulling-in eyes and/or rack bolt inserts.

The city will supply a frame and lid for the manhole. Contractor shall contact Mr. Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frame and lid from the DPW Headquarters at 3850 N. 35th St. Contractor must have the "Casting Requisition Form" which shall be supplied by the city at the Preconstruction Meeting.

For any questions on materials, contact Ms. Karen Roney at (414) 286-3243.

C Construction

All work shall be performed by a Licensed Electrical Contractor

4' Diameter Manholes Type CUC shall be installed according to standard spec 611.3.

Install the top of the roof deck at a standard depth of 18" below finished grade where possible. A minimum depth of 12" from finished grade to the top of the roof deck must be maintained.

Install manhole cover to proposed grade using concrete rings and/or bricks. Completely underpin entire flange area of manhole frame with mortar, bricks and/or concrete rings. Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

D Measurement

The department will measure 4' Diameter Manhole Type CUC by each individual manhole, acceptably completed.

Notify Ms. Rogney three working days in advance of completion of each manhole, for inspection and acceptance of work performed. The contractor will receive no payment until the above work is approved by City Underground 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.0060.401.	4' Diameter Manhole Type CUC	EACH

Payment is full compensation for all excavation work and disposal of material; for adjusting manhole frame to final grade, for furnishing and installing all materials, including bricks, and coarse aggregate, bedding and backfilling, concrete forms, concrete placement, appurtenances, and backfilling; and for all labor, tools, equipment and incidentals necessary to complete the work.

70. 4' Diameter "Doghouse" Manhole Type CUC, Item SPV.0060.410.

A Description

The work under this item consists of a 4'-0" diameter precast concrete "doghouse" manhole for the City of Milwaukee Underground Conduit Section at locations shown in the plans, according to standard spec 301, 611 and 501, and as hereinafter provided. This work includes providing and placing PVC pipe and associated fittings, cement encasement, and other appurtenances to extend existing conduit as required to provide a complete and fully functional communications manhole unit.

B Materials

B.1 Manhole

Furnish and install a 4' diameter precast concrete "doghouse" manhole. Concrete and steel reinforcement shall conform to ASTM specification: C478 (latest edition), except that the single cages of circumferential reinforcement in all vertical walls shall consist of lines of #6 steel wire spaced 3" horizontally and lines of #10 steel wire spaced 8" vertically both located in the center of the wall, and #6 hoop rebar centered in the wall 3" above the window knock-outs.

Two lifting inserts for 1-1/2" diameter lifting eyes shall be cast in the wall of the base and all other riser sections except the top cap section.

Up to four 7/8" diameter galvanized steel 1-11/16" pulling-in eyes shall be cast in the wall of the base section directly across from each duct entrance.

Four 5/8" diameter plastic threaded cable rack bolt inserts shall be cast in the wall of the riser section.

A continuous circumferential Butyl Rubber gasket shall be supplied, to be laid on the wall joint of the base and riser section when manhole is being assembled at job site.

The number of pulling-in eyes and/or cable rack bolt inserts may vary. Additionally, the size, location, shape and number of duct entrances and/or knock-out area may vary. Unit price of manhole shall not vary for number of openings, pulling-in eyes and/or rack bolt inserts.

Field verify window depth and locations prior to ordering manhole.

The city will supply a frame and lid for the manhole. Contractor shall contact Mr. Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frame and lid from the DPW Headquarters at 3850 N. 35th St. Contractor must have the "Casting Requisition Form" which shall be supplied by the city.

B.2 Conduit

Furnish and install DB_60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WISDOT field inspection upon delivery to a project.

Manufacturers of PVC Conduit DB-60 shall request evaluation and approval of their products by filing with the department's Research Supervisor, Bureau of Highway Construction, a certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and PVC plastic cell classifications. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter conduit to be furnished conforming to all requirements of these specifications. The conduit tested shall be randomly selected for test by the independent testing laboratory as being representative of that manufacturer's conduit. The

manufacturer of the conduit shall also submit with the certification, a guarantee that all conduit furnished be of the same quality and composition and conform to the specification requirements as tested by the independent laboratory, as long as the manufacturer continues to furnish materials for WISDOT projects.

PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

B.3 Concrete

The type of concrete mix to be used to encase the ducts will be:

Type I Cement	280 lbs
Fly Ash	100 lbs
Sharp Torpedo Sand	3100 lbs
Water	35 gals
Chryso Air 260 or approved equal	2.0 ozs
Chryso Plast 209 or approved equal	7.0 ozs
Air	5%

Mix the materials to provide an approximate 3 inch slump

B.4 Slurry Backfill

Aggregate slurry backfill consists of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

Fly Ash (Class C)	75 lbs.
Concrete Sand (Damp)	1830 lbs.
No. 1 Concrete Aggregate	1830 lbs.

Mix with water to inundate the aggregate sufficiently to provide an approximate 3 inch slump. Deposit the mix directly from a concrete transit mix truck.

For any questions on materials, contact Ms. Karen Rogney at (414) 286-3243.

C Construction

All work to be performed by a Licensed Electrical Contractor.

C.1 Manhole

Install the bottom section of the manhole while avoiding damage to the live active cables. The excavation may need to be widened to slide the bottom under the existing cables. After the bottom section of the manhole has been set, the existing cables need to be placed within the window openings, splice cases and/or coils placed back into the manhole.

Exercise extreme care in the handling of working cables within the excavation. When cables need to be moved, particularly lead sheathed cables, move cables slowly and gradually. Avoid sharp kinks that may damage the inner core of the cables and the sheath.

Complete the "doghouse" manhole installation without any damage or service disruption to the existing cables.

Install 4' Diameter "Doghouse" Manholes Type CUC Installed over Conduit according to standard spec 611.3.

Install the top of the roof deck at a standard depth of 18" below finished grade where possible. A minimum depth of 12" from finished grade to the top of the roof deck must be maintained.

Install manhole cover to proposed grade using concrete rings and/or bricks. Completely underpin entire flange area of manhole frame with mortar, bricks and/or concrete rings. Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

C.2 Placing Duct

All ducts shall be inspected before placing to see that the bores are clean and free from mud, sand, etc. Only ducts with a smooth bore, free from burrs, rough projections etc. shall be used. Where burrs or other rough areas likely to damage cable are found in the duct, they shall be smoothed off by rasping or scraping.

All existing ducts shall be extended into the new manhole structure unless otherwise noted on the plan. Split PVC duct should be used on ducts containing cables. The split duct shall be installed per manufactures recommendations using tape and reinforced with plastic straps to produce a rigid, stable unit.

All ducts shall terminate on the inside wall of the manhole. A standard end bell fitting shall be installed on all duct access points into the manhole.

Where trace wires are present, reconnect and extend trace with #10 copper wire extended 2 feet past the inside wall of the manhole.

C.3 Concreting

Begin concreting after conduit has been laid and the trench and duct have been inspected. The minimum concrete encasement of the ducts is 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom. After placing, the concrete shall be puddled with a splicing bar or similar tool so that complete duct encasement is accomplished. Wood braces used to keep the conduit from floating shall be removed before the concrete sets completely and the resultant encasement voids filled with concrete.

Allow the concrete encasement to set for a minimum of 6 hours before backfilling is commenced.

C.4 Slurry Backfill

Commence backfilling immediately after the duct has been inspected, approved and has set to withstand the load.

An aggregate slurry as specified shall be used to backfill all concrete encased conduit. The trench shall be slurry backfilled to the proposed or existing subgrade. The mix shall be deposited in the trench directly from a concrete transit mix truck.

D Measurement

The department will measure 4' Diameter "Doghouse" Manholes Type CUC by each individual manhole, acceptably completed.

Notify Ms. Rogney three working days in advance of completion of each manhole, for inspection and acceptance of work performed. The contractor will receive no payment until the above work is approved by City Underground 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.0060.410	4' Diameter "Doghouse" Manholes Type CUC	EACH

Payment is full compensation for all excavation work and disposal of material; for adjusting manhole frame to final grade, for furnishing and installing all materials, including precast manhole, conduit, conduit fittings, end bells, bricks, and coarse aggregate, bedding, concrete forms, concrete placement, appurtenances, and backfilling; and for all labor, tools, equipment and incidentals necessary to complete the work.

71. 5' Diameter "Doghouse" Manhole Type CUC, Installed Over Conduit, Item SPV.0060.413.

A Description

The work under this item consists of a 5'-0" diameter precast concrete "doghouse" manhole for the City of Milwaukee Underground Conduit Section at locations shown in the plans, according to standard spec 301, 611 and 501, and as hereinafter provided. This work includes providing and placing PVC pipe and associated fittings, cement encasement, and other appurtenances to extend existing conduit as required to provide a complete and fully functional communications manhole unit.

B Materials

B.1 Manhole

Furnish and install a 5' diameter precast concrete "doghouse" manhole. Concrete and steel reinforcement shall conform to ASTM specification: C478 (latest edition), except that the two cages of circumferential reinforcement in all vertical walls shall consist of lines of #6 steel wire spaced 3" horizontally and lines of

#10 steel wire spaced 8" vertically both located in the center of the wall, and #6 hoop rebar centered in the wall 3" above the window knock-outs.

Two lifting inserts for 1-1/2" diameter lifting eyes shall be cast in the wall of the base and all other riser sections except the top cap section.

Up to four 7/8" diameter galvanized steel 1-11/16" pulling-in eyes shall be cast in the wall of the base section directly across from each duct entrance.

Four 5/8" diameter plastic threaded cable rack bolt inserts shall be cast in the wall of the riser section.

A continuous circumferential Butyl Rubber gasket shall be supplied, to be laid on the wall joint of the base and riser section when manhole is being assembled at job site.

The number of pulling-in eyes and/or cable rack bolt inserts may vary. Additionally, the size, location, shape and number of duct entrances and/or knock-out area may vary. Unit price of manhole shall not vary for number of openings, pulling-in eyes and/or rack bolt inserts.

Field verify window depth and locations prior to ordering manhole.

The city will supply a frame and lid for the manhole. Contractor shall contact Mr. Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frame and lid from the DPW Headquarters at 3850 N. 35th St. Contractor must have the "Casting Requisition Form" which shall be supplied by the city.

B.2 Conduit

Furnish and install DB_60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WISDOT field inspection upon delivery to a project.

Manufacturers of PVC Conduit DB-60 shall request evaluation and approval of their products by filing with the department's Research Supervisor, Bureau of Highway Construction, a certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and PVC plastic cell classifications. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter conduit to be furnished conforming to all requirements of these specifications. The conduit tested shall be randomly selected for test by the independent testing laboratory as being representative of that manufacturer's conduit. The manufacturer of the conduit shall also submit with the certification, a guarantee that all conduit furnished be of the same quality and composition and conform to the specification requirements as tested by the independent laboratory, as long as the manufacturer continues to furnish materials for WISDOT projects.

PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

B. 3 Concrete

The type of concrete mix to be used to encase the ducts will be:

Type I Cement	280 lbs
Fly Ash	100 lbs
Sharp Torpedo Sand	3100 lbs
Water	35 gals
Chryso Air 260 or approved equal	2.0 ozs
Chryso Plast 209 or approved equal	7.0 ozs
Air	5%

Mix the materials to provide an approximate 3 inch slump.

B.4 Slurry Backfill

Aggregate slurry backfill consists of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

Fly Ash (Class C)	75 lbs.
Concrete Sand (Damp)	1830 lbs.
No. 1 Concrete Aggregate	1830 lbs.

Mix with water to inundate the aggregate sufficiently to provide an approximate 3 inch slump. Deposit the mix directly from a concrete transit mix truck.

For any questions on materials, contact Ms. Karen Roney at (414) 286-3243.

C Construction

All work to be performed by a Licensed Electrical Contractor.

C.1 Conduit Alterations

Excavate to expose existing conduit. Break back by hand sections of cement encased conduit to facilitate excavation for the new proposed structure. Hand chip concrete away for the existing pipes. Carefully remove pipes from around the cables. Hand chip enough concrete away from the pipes to allow for the coupling of split ducts on to the ends of the pipes. Protect exposed pipe ends and existing cables from damage.

C.2 Manhole

Install the bottom section of the manhole shall be installed while avoiding damage to the live active cables. The excavation may need to be widened to slide the bottom under the existing cables. After the bottom section of the manhole has been set, the existing cables need to be placed within the window openings, splice cases and/or coils placed back into the manhole.

Exercise extreme care in the handling of working cables within the excavation. When cables need to be moved, particularly lead sheathed cables, move cables slowly and gradually. Avoid sharp kinks that may damage the inner core of the cables and the sheath.

Complete the "doghouse" manhole installation without any damage or service disruption to the existing cables.

Install 5' Diameter "Doghouse" Manholes Type CUC Installed over Conduit according to standard spec 611.3.

Install the top of the roof deck at a standard depth of 18" below finished grade where possible. A minimum depth of 12" from finished grade to the top of the roof deck must be maintained.

Install manhole cover to proposed grade using concrete rings and/or bricks. Completely underpin entire flange area of manhole frame with mortar, bricks and/or concrete rings. Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

C.3 Placing Duct

All ducts shall be inspected before placing to see that the bores are clean and free from mud, sand, etc. Only ducts with a smooth bore, free from burrs, rough projections etc. shall be used. Where burrs or other rough areas likely to damage cable are found in the duct, they shall be smoothed off by rasping or scraping.

All existing ducts shall be extended into the new manhole structure unless otherwise noted on the plan. Split PVC duct should be used on ducts containing cables. The split duct shall be installed per manufactures recommendations using tape and reinforced with plastic straps to produce a rigid, stable unit.

All ducts shall terminate on the inside wall of the manhole. A standard end bell fitting shall be installed on all duct access points into the manhole.

Where trace wires are present, reconnect and extend trace with #10 copper wire extended 2 feet past the inside wall of the manhole.

C.4 Concreting

Begin concreting after conduit has been laid and the trench and duct have been inspected. The minimum concrete encasement of the ducts is 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom. After placing, the concrete shall be puddled with a splicing bar or similar tool so that complete duct encasement is accomplished. Wood braces used to keep the conduit from floating shall be removed before the concrete sets completely and the resultant encasement voids filled with concrete.

Allow the concrete encasement to set for a minimum of 6 hours before backfilling is commenced.

C.5 Slurry Backfill

Commence backfilling immediately after the duct has been inspected, approved and has set to withstand the load.

An aggregate slurry as specified shall be used to backfill all concrete encased conduit. The trench shall be slurry backfilled to the proposed or existing subgrade. The mix shall be deposited in the trench directly from a concrete transit mix truck.

D Measurement

The department will measure 5' Diameter "Doghouse" Manholes Type CUC Installed over Conduit by each individual manhole acceptably completed.

Notify Ms. Rogney three working days in advance of completion of each manhole, for inspection and acceptance of work performed. The contractor will receive no payment until the above work is approved by City Underground 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.0060.413.	5' Diameter "Doghouse" Manholes Type CUC Installed over Conduit	EACH

Payment is full compensation for all excavation work and disposal of material; for adjusting manhole frame to final grade, for furnishing and installing all materials, including precast manhole, conduit, conduit fittings, end bells, bricks, and coarse aggregate, bedding, concrete forms, concrete placement, appurtenances, and backfilling; and for all labor, tools, equipment and incidentals necessary to complete the work.

72. Removing CUC Manholes, Item SPV.0060.420.

A Description

The work under this item describes removing various manholes for the City of Milwaukee Underground Conduit department at locations shown in the plans, according to standard spec 204. Removal means removal of the existing structure and any necessary conduit alterations required.

B (Vacant)

C Construction

C.1 General Requirements

All work to be performed by a Licensed Electrical Contractor

Complete all operations necessary to remove the existing structure and that might endanger the new construction before constructing new work.

Manholes designated for removal and subsequent reconstruction will ordinarily contain working cables which must be maintained during the course of this phase of work. Protective measures against damage must be observed when handling and working around these cables.

C.2 Frame and Cover Removal

Remove the frame and cover on all manholes designated for removal. If the castings are to be salvaged as directed in the plans, exercise caution with frames embedded in concrete so unnecessary damage to the frame does not occur during the process of breaking concrete. Remove all mortar and concrete from the frame. Store salvaged castings at location approved of by the engineer.

C.3 Protection of Cables

Extreme care must be exercised in the handling of working cables in manholes or exposed conduit package areas while removal work is going on. Cables may carry high voltage that may be life threatening.

No cable removed from its racks and spanning the manhole opening is to be permitted to sag appreciably from its own weight across such opening. Provide temporary supports for all cables.

When cables need to be moved, particularly lead sheathed cables, move cables slowly and bend gradually. Avoid sharp kinks that may damage inner core of cables and the sheath.

Cables must be left as stationary as is practicable after the cables have been temporarily located. Exercise care if further shifting is required while construction work progresses and if needed, re-support.

Guard against damage to the exposed cables by falling objects such as tools, equipment and debris. Avoid stepping on cables. Do not use cables to support any objects during the course of the construction work.

Promptly notify Mr. Brian Pawlak at (414) 286-5970 work / (414) 708-2118 cell, of any visible cable defects discovered at the time the cable is exposed. Report any signs of abrasion, sheath rupture, kinking in the cable or evidence of sheath cracks.

The contractor will be held liable for all damage due to carelessness and to neglect and is responsible for protecting and safeguarding cables. All damage will be repaired at the contractor's expense

C.4 Removing Existing Structure

After removal of the castings and protecting and supporting the cables, carefully remove the manhole roof, walls, floor and all hardware. No portion of the existing structure is to remain. The increase in the size of the excavation will be determined by the size of the manhole to be reconstructed as indicated in the detail plans. Remove all waste material accumulated by the removal of the existing structure from the work site. No part of this waste material can be used as backfill material.

C.5 Conduit Alterations

Break back by hand sections of cement encased conduit to facilitate excavation for the new proposed structure. Hand chip concrete away for the existing pipes. Carefully remove pipes from around the cables. Hand chip enough concrete away from the pipes to allow for the coupling of split ducts on to the ends of the pipes. Protect exposed pipe ends and existing cables from damage.

D Measurement

The department will measure Removing CUC Manhole by each individual manhole, acceptably removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.420.	Removing CUC Manhole	EACH

Payment is full compensation for breaking down and removing structure; conduit alterations; for providing cable protection; for hauling and disposing of materials.

73. Installing Conduit Into Existing Manhole, Item SPV.0060.425.

A Description

This special provision describes providing locating existing conduit system manholes and installing new conduit into those manholes at the locations shown on the plans. The contractor shall verify existing conduit manhole locations with the City of Milwaukee, and shall maintain any existing conductors, fibers, and conduit paths without interruption or damage. Repair and restoration of all disturbed areas resulting from the work shall be according to the pertinent provisions of the standard specifications, and as hereinafter provided.

B Materials

Furnish conduit, as provided and paid for under other items in this contract. All materials shall conform to the pertinent provisions of the standard specifications unless otherwise noted.

C Construction

All work to be performed by a Licensed Electrical Contractor

Carefully expose the outside of the existing structure without disturbing any existing conduits or cabling.

Drill the appropriate sized hole in a concrete structure or saw and remove full sections of block or bricks from the existing structure for the entering of conduit at a location within the structure that will not disturb the existing cabling and will not hinder the installation of new cabling within the installed conduit. This work may include the removal of the existing abandoned conduit from the structure to allow for the installation of the new conduits as indicated on the plans.

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

Carefully tamp backfill into place.

All disturbed areas shall be repaired and restored in kind.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.425.	Installing Conduit Into Existing Manhole	EACH

Payment is full compensation for drilling holes; removing blocks: removing bricks: removing abandoned conduit; 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 disposal of surplus materials; and for making inspections.

74. Water Main Protection, Item SPV.0060.999.

A Description

This special provision describes protecting existing water mains from newly constructed storm drainage facilities. No structures will be allowed over the existing water main or hydrant branch with less than 18 inches of vertical out-to-out clearance. Alternate drainage structures shall be used.

B Materials

Furnish and install materials as detailed on the construction plans.

C Construction

Construct drainage structure, located above and across an existing water main, by utilizing materials and joints that are water tight. For all catch basins and inlets that have less than 24" out-to-out of horizontal clearance the following protections shall be made:

- 1) The catch basins and inlets shall be altered to provide 18 inches of vertical clearance to the water mains or hydrant branches.
- 2) The catch basins and inlets shall be wrapped with 2 layers of 8 mil polyethylene around the base and extending 1ft vertically on all sides of the drainage structure.

D Measurement

The department will measure Water Main Protection as each individual water main protection, 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.0060.999	Water Main Protection	EACH

Payment is full compensation for protecting existing water mains; and for all excavation, backfilling, disposal of surplus materials, restoration of the work site.

75. Construction Staking Concrete Sidewalk, Item SPV.0090.001.

A Description

Modify standard specs 650 to define the requirements for construction staking for this contract.

Replace standard spec 105.6.2 with the following:

The department will not perform any construction staking for this contract. The contractor shall perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

The construction staking required by this item includes establishing horizontal and vertical position for the concrete sidewalk constructed for this project.

The department may choose to perform quality assurance survey during construction. This quality assurance survey does not relieve the contractor of the responsibility for furnishing all survey work required under this contract.

Delete standard spec 650.1.

B (Vacant)

C Construction

Survey required under this item shall be according to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work under this contract.

D Measurement

The department will measure Construction Staking Concrete Sidewalk in length by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Construction Staking Concrete Sidewalk	LF

Payment is full compensation for performing all survey work required to layout and construct all concrete sidewalk work under this contract.

76. Concrete Curb & Gutter Integral 19-Inch, Item SPV.0090.002

A Description

Construct Concrete Curb & Gutter Integral 19-Inch according to the requirements in standard spec 415, 601, 716 and standard spec 415.3.15 and 501.3.1 and as shown in the plans.

B (Vacant)

C Construction

Concrete Curb & Gutter Integral 19-Inch according to the requirements in standard spec 601.3, and as shown on the plans.

All curb and gutter shall have a flange thickness of 8.0 inches.

D Measurement

The department will measure Concrete Curb & Gutter Integral 19-Inch, in length by the linear foot of curb and gutter, 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.0090.002	Concrete Curb & Gutter Integral 19-Inch	LF

Payment is full compensation for providing Concrete Curb & Gutter Integral 19-Inch.

**77. Marking Line Epoxy 6-Inch, Item SPV.0090.010;
Marking Line Epoxy 24-Inch, Item SPV.0090.011.**

Install the pavement marking items according to standard spec 646 and according to plan details.

**78. Concrete Sidewalk, Cold Weather Covering, Plastic 1 Layer, Item SPV.0090.020;
Concrete Sidewalk, Cold Weather Covering; Plastic 2 Layers, Item SPV.0090.021;
Concrete Sidewalk, Cold Weather Covering, Plastic/Hay/Plastic or Blankets, Item
SPV.0090.022.**

A Description

Place protective covering according to standard spec 415.3.13, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Furnish materials that meet the requirements specified in standard spec 415.3.13.2.

C (Vacant)

D Measurement

The department will measure Concrete Sidewalk, Cold Weather Covering (type) by the linear foot, 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.0090.020	Concrete Sidewalk, Cold Weather Covering, Plastic 1 Layer	LF
SPV.0090.021	Concrete Sidewalk, Cold Weather Covering, Plastic 2 Layers	LF
SPV.0090.022	Concrete Sidewalk, Cold Weather Covering, Plastic/Hay/Plastic or Blankets	LF

Payment is full compensation for supplying the plastic, hay, material sufficient to weight down the insulating materials to withstand wind; remove, replace and dispose of all covering materials as required during normal concreting operations. Heating of water, aggregates, or both, if deemed necessary by the contractor to maintain placement temperature, is incidental to this item.

**79. Concrete Curb and Gutter, Cold Weather Covering, Plastic 1 Layer, Item SPV.0090.023;
Concrete Curb and Gutter, Cold Weather Covering; Plastic 2 Layers, Item SPV.0090.024;
Concrete Curb and Gutter, Cold Weather Covering, Plastic/Hay/Plastic or Blankets, Item
SPV.0090.025.**

A Description

Place protective covering according to standard spec 415.3.13, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Furnish materials that meet the requirements specified in standard spec 415.3.13.2.

C (Vacant)

D Measurement

The department will measure Concrete Curb and Gutter, Cold Weather Covering (type) by the linear foot, 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.0090.023	Concrete Curb and Gutter, Cold Weather Covering, Plastic 1 Layer	LF
SPV.0090.024	Concrete Curb and Gutter, Cold Weather Covering, Plastic 2 Layers	LF
SPV.0090.025	Concrete Curb and Gutter, Cold Weather Covering, Plastic/Hay/Plastic or Blankets	LF

Payment is full compensation for supplying the plastic, hay, material sufficient to weight down the insulating materials to withstand wind; remove, replace and dispose of all covering materials as required during normal concreting operations. Heating of water, aggregates, or both, if deemed necessary by the contractor to maintain placement temperature, is incidental to this item.

80. Storm Sewer Pipe Corrugated PVC, 12-Inch, Item SPV.0090.050.

A Description

This special provision describes furnishing and installing storm sewer according to standard spec 607 and 608, as shown on the plans, and as hereinafter provided.

B Materials

Supplement standard spec 607.2 and 608.2 as follows:

Furnish corrugated polyvinyl chloride (PVC) pipe. Storm sewer will be accepted on the basis of a Manufacturer's Certificate of Compliance and WisDOT field inspection upon delivery to a project.

Manufacturers of corrugated PVC pipe shall request evaluation and approval of their projects by filing with the department's Bureau of Technical Services, a certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and PVC plastic cell classification. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter pipe to be furnished conforming to all requirements of these specifications. The pipes tested shall be randomly selected for test by the independent testing laboratory as being representative of that manufacturer's pipe. The manufacturer of the pipe shall also submit with the certification, a guarantee that all pipe furnished be of the same quality and composition and conform to the specifications requirements as tested by the independent laboratory, as long as the manufacturer continues to furnish materials for WisDOT projects.

Corrugated PVC pipe and fittings shall conform to the requirements of standard specification for PVC Corrugated Sewer Pipe with a smooth interior and fittings, ASTM Designation: F949. Joint connections shall include gaskets as recommended by the manufacturer.

C Construction

Supplement standard spec 607.3 for corrugated PVC pipe with the following:

Trench width shall be according to standard practice for underground installation of flexible thermoplastic sewer pipe, ASTM Designation D 2321. Minimum trench width shall be not less than a greater of either the pipe outside diameter plus 16 inches or the pipe outside diameter times 1.25 plus 12 inches.

Seal joints for sewer pipe to be soil tight according to AASHTO Standard Specifications for Highway Bridges, section 26.4.2(e).

Protect all storm sewer pipes until final acceptance of the work; replace all pipes that are damaged either through the construction operations or due to contractor failure to properly protect the same, in kind at contractor expense.

Backfill all trenches and excavations immediately after the sewers have been constructed therein. Use backfilling material that is according to the requirements for granular backfill, standard spec 209, except that all such materials placed around the pipe and to 6 inches above the pipe shall pass a 25 mm sieve.

D Measurement

The department will measure Storm Sewer Pipe Corrugated PVC, 12-Inch, in length by the linear foot according to standard spec 607.4.1, 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.0090.050	Storm Sewer Pipe Corrugated PVC 12-Inch	LF

Payment is according to standard spec 607.5.1. The payment includes the incidental costs of connecting to existing manhole structures.

81. Install Fiber Optic Cable Outdoor Plant 72-Count Contractor Supplied, Item SPV.0090.201.

A Description

This special provision describes furnishing and installing fiber optic cable.

B Materials

Furnish ultra low loss single mode loose tube OS2 fiber cable suitable for outdoor installation. Each fiber shall be color coded with a maximum 12 fibers per color coded polyethylene buffer tube jacket. Color coding shall not cause microbending or fibers to stick to each other. The cable shall have a fully water blocked core. Cable shall be armored for rodent resistance.

Furnish a pull rope for use during installation of the fiber cable. The pull rope shall be rated for 1,800 lbs or greater of pull strength.

Furnish 1" protective subduct with nominal inner diameter of 1.03", nominal outer diameter of 1.31", and a weight of 14 pounds per 100' length. Furnish materials to rack subduct cable at manholes.

C Construction

Install and perform testing of the fiber optic cable according to standard spec 678.3.

D Measurement

The department will measure Fiber Optic Cable Outdoor Plant 72-Ct Contractor Supplied by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.201	Install Fiber Optic Cable Outdoor Plant 72-CT Contractor Supplied	LF

Payment is full compensation for providing and installing poles including all hardware and fittings necessary to install the poles.

82. Electrical Cable Type 3#6/1#8 XLP USE-2, Item SPV.0090.306; Electrical Cable Type 3#4/1#8 LTP, Item SPV.0090.307; Electrical Cable Type 3#2/1#8 XLP USE-2, Item SPV.0090.308.

A Description

This special provision describes furnishing and installing service cable according to current City of Milwaukee Electrical methods and National Electrical Code standards. The service cable shall consist of four cross-linked polyethylene covered, stranded, copper conductors. All work shall be according to standard spec 651.

B Materials

B.1.1

Unless otherwise specified, the cable to be furnished shall comply with the manufacture and test requirements of the Insulated Cable Engineers Association (ICEA) Specification No. S-61-402, NEMA WC5, latest revision.

B.1.2 Conductors

The conductors shall be of soft round annealed uncoated stranded copper conductor per ASTM B-3, ASTM B-8, and UL Standard UL-44. Conductors No. 8 A.W.G. or larger shall be stranded. Conductors smaller than No. 8 A.W.G. shall be solid unless otherwise specified. Stranding must meet the requirements of ASTM B8, Class B.

B.2 Insulation

B.2.1 600V

The insulation for cable rated 600V shall be cross XLPE thermosetting chemically crosslinked polyethylene insulation according to industry standard ICEA Pub. No. S-95-658/Nema WC-70 (2009), latest revision, and shall be a nominal 45 mils. thickness. Insulation shall meet the ANSI/ASTM D2220-74 (latest revision) accelerated water absorption requirements and -30°C (-22°F) cold bend test with a separator applied between the stranded conductor and insulation to facilitate cable stripping. The outside diameter of the insulating covering must be circular and extruded concentrically over the conductor.

B.2.2 Nominal Thickness

The nominal insulation thickness around each individual conductor shall be not less than 90% of the thickness specified in the schedule.

B.2.3 Color Code

The insulation compound which covers each conductor making up a cable shall be color coded in conformance with the N.E.M.A. Color Code Standard, unless otherwise specified; however, printed color designations as in I.3.2 or I.3.3. will not be acceptable under this specification (see schedule). Individual cables will be black, red, white and green.

B.3 Marking

B.3.1

Identification for each conductor must be provided by colors according to I.M.S.A. Standards. The outer insulation must be marked with the following information at a minimum: conductor size (AWG), 600V, XLPE, USE-2, manufacturer's name and date of manufacturer. All markings must be a minimum of 1/8 inch in height. Marking shall be at approximately 2 foot intervals. A sequential footage marking must be located on the opposite side of the jacket. All marking must be perfectly legible with permanent white ink.

B.4 Round Cable

B.4.1.

This cable shall consist of stranded, uncoated, conductors each concentrically encased with a cross linked polyethylene USE-2 rubber insulation.

B.4.2. Inspection and Tests

Each length of the individual insulated conductor and completed cable shall comply with all requirements of I.C.E.A. Standards S-61-402. Sampling and Test Methods shall be according to Part 6. A certified report of the tests made on the cable to show compliance with this specification may be required prior to shipment. If requested, a sample of the cable covered by the report shall also be submitted.

POWER, CABLE SCHEDULE FOR SPECIFICATION

	3#2/1#8		3#4/1#8	
Size of Conductor	#2	#8	#4	#8
Number of Conductors	3	1	3	1
Number of Wires in Conductor	7	7	7	7
Type of Insulation	3 Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)	3 Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)
Insulation Thickness	60 mils	60 mils	60 mils	60 mils
Insulation Voltage Rating	600 volt	600 volt	600 volt	600 volt
Insulation Color Code	1-white 1-black 1-red	1-green	1-white 1-black 1-red	1-green
Non-Hydroscopic Fill	None		None	
Moisture Resisting Sheath				
Jacket Thickness	None		None	
	3#6/1#8		3#8/1#8	
Size of Conductor	#6	#8	#8	#8
Number of Conductors	3	1	3	1
Number of Wires in Conductor	7	7	7	7
Type of Insulation	3 Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)	3 Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)
Insulation Thickness	60 mils	60 mils	60 mils	60 mils
Insulation Voltage Rating	600 volt	600 volt	600 volt	600 volt
Insulation Color Code	1-white 1-black 1-red	1-green	1-white 1-black 1-red	1-green
Non-hydroscopic Fill	None		None	
Moisture Resisting Sheath				
Jacket Thickness	None		None	

All conductors shall be uncoated annealed soft copper.

C Construction

The cable shall be installed in P.V.C. conduit when indicated on plans. Any turf damage during installation of cable shall be restored (grass, asphalt or concrete) by the contractor. All splices in luminaires and transformer bases, must be completed by the contractor unless otherwise designated on plans. Do not splice underground in vault or conduit. Do not leave wire or cable ends uncovered or submerged in water.

If the engineer observes this condition, the engineer may reject the entire length of cable or wire. Make all electrical connections and splices with approved pressure or compression type fittings. Cover tape with a liberal coating of an electrical varnish or sealant providing flexible protection from oil, moisture, and corrosion. Obtain the engineer's approval of this electrical coating before using. Extend wire for termination 15 inches beyond the pole hand hole.

For all cables entering each vault, provide an extra loop, approximately 6 feet in length, to remain in each vault. This loop of cable is in addition to the amount needed to reach from the entrance conduit raceway end to the opening in the exiting conduit raceway.

Install conductors in continuous lengths without splices from termination to termination. The contractor may splice only at hand-holes in the bases of poles. At locations where no transformer bases exist, splice at the hand-holes in poles.

D Measurement

The department will measure the Electrical cables 3#6/1#8 XLP USE-2, 3#4/1#8 LTP and 3#2/1#8 XLP USE-2 by the Linear Foot (LF) 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.0090.306	Electrical Cable Type 3#6/1#8 XLP USE-2, Item SPV.0090.306	LF
SPV.0090.307	Electrical Cable Type 3#4/1#8 LTP, Item SPV.0090.307	LF
SPV.0090.308	Electrical Cable Type 3#2/1#8 XLP USE-2, Item SPV.0090.308	LF

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

83. Liquid Tight Flexible Nonmetallic Conduit 1 ½-Inch, Item SPV.0090.319.

A Description

This special provision describes furnishing and installing Liquid Tight Flexible Nonmetallic Conduit for traffic signals and street lighting in accordance to section 652 of the standard specifications, and as shown in the plan details. All work shall be in accordance with section 651.

B Materials

The liquid Tight Flexible Nonmetallic Conduit shall be Type LFNC-B. The conduit shall be nonconductive, noncorrosive to oil, acid, ozone, and alkaline. The conduit shall have a smooth inner surface with integral reinforcement within the conduit wall.

The flexible nonmetallic conduit shall be UL listed for use as indicated in Article 356 of the latest NEC, and for outdoor use and sunlight resistant.

The fittings and adapters shall be of the same manufacturer as the conduit.

C Construction

Install the fittings, adapters, and conduit in conjunction with traffic signals and street lighting. Install per the manufacturer's instructions and as shown on the plans.

D Measurement

The department will measure Liquidtight Flexible Nonmetallic Conduit per size by the linear foot of conduit installed acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.319	Liquid Tight Flexible Nonmetallic Conduit 1-1/2-Inch	LF

Payment is full compensation for furnishing and installing the conduit, including the connectors.

- 84. 1-Duct Conduit, Cement Encased, 4-Inch Rigid Nonmetallic DB-60, Item SPV.0090.401;
2-Duct Conduit, Cement Encased, 4-Inch Rigid Nonmetallic DB-60, Item SPV.0090.402;
4-Duct Conduit, Cement Encased, 4-Inch Rigid Nonmetallic DB-60, Item SPV.0090.404;
6-Duct Conduit, Cement Encased, 4-Inch Rigid Nonmetallic DB-60, Item SPV.0090.406;
8-Duct Conduit, Cement Encased, 4-Inch Rigid Nonmetallic DB-60, Item SPV.0090.408.**

A Description

This special provision describes furnishing and installing cement encased multiple duct conduit packages below grade as shown on the plans and as hereinafter described.

B Materials

B.1 Conduit

Furnish and install DB-60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WISDOT field inspection upon delivery to a project.

PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

B.2 Conduit Spacers

Furnish and install nonmetallic interlocking base spacers and intermediate spacers that provide a 1-1/2" vertical and 1-1/2" horizontal separation between PVC pipes. The base spacers shall provide a 3" vertical separation from the trench bed to the bottom of the PVC pipes.

B.3 Conduit Bed

Furnish and install a minimum 2" conduit bed of stone chips or crushed stone screenings conforming to the following:

3/8 Inch Crushed Stone Chips

Sieve Sizes	% Passing by Weight
1/2"	100
3/8"	90-100
No. 8	0-15
No. 30	0-3

Crushed Stone Screenings

Sieve Sizes	% Passing by Weight
1/2"	100
No. 4	75-100
No. 100	10-25

B.4 Concrete

The type of concrete mix to be used to encase the ducts will be:

Type I Cement	280 lbs
Fly Ash	100 lbs
Sharp Torpedo Sand	3100 lbs
Water	35 gals
Chryso Air 260 or approved equal	2.0 ozs
Chryso Plast 209 or approved equal	7.0 ozs
Air	5%

Mix the materials to provide an approximate 3 inch slump

B.5 Slurry Backfill

Aggregate slurry backfill consists of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

Fly Ash (Class C)	75 lbs.
Concrete Sand (Damp)	1830 lbs.
No. 1 Concrete Aggregate	1830 lbs.

Mix the materials with water to inundate the aggregate sufficiently to provide an approximate 3 inch slump. Deposit the mix in the trench directly from a concrete transit mix truck.

B.6 Pull Rope

Pull rope specifications will be:

- Flat construction (7/16" to 5/8" wide)
- 100% woven aramid fiber (may include tracer wire)
- 1500 lbs. Minimum pull strength prelubricated
- sequential footage markings for location

For any questions on materials, contact Ms. Karen Rogney at (414) 286-3243.

C Construction

All work to be performed by a Licensed Electrical Contractor

C.1 Excavation

The excavation shall have the minimum or maximum dimensions shown on the plans and as follows:

Number of Ducts Wide	Minimum (Inches)	Maximum (Inches)
1	8 1/2	11
2	14 5/8	17 1/8
3	20 3/4	23 1/4.
4	26 7/8	29 3/8
5	33	35 1/2
6	39 1/8	41 5/8
7	45 1/4	47 3/4
8	51 3/8	53 7/8

These minimum and maximum trench widths apply to standard 4 inch PVC electrical duct only. When required, the excavation may be widened for the handling and placing of materials.

Sheath and brace open-cut trenches as required by code and as necessary to maintain safety. The cost of furnishing, placing and removing of sheathing and bracing shall be included in the unit bid for the work.

The dimensions of the excavation will be governed by the number, configuration and the grade (cover) to which the conduit is to be installed as shown on the plan. The walls of the excavation shall be clean and true.

Prior to excavating trenches, expose the existing manhole and conduit lines. The object of this is to permit adjustments in line and grade to avoid special construction methods. Protect the exposed manhole and conduit from damage.

Lay the conduit at a depth so that sufficient protection from damage is provided. Allowable covers shall be as follows:

The standard cover for mainline conduit is 39 inches and the minimum cover acceptable is 28 inches.

Maintain the standard cover wherever possible and any deviation less than the minimum cover requires the approval of the engineer.

Grade the trench to have a minimum pitch of three inches per 100 feet. When an obstruction is encountered in the trench and it is necessary to excavate a deeper trench than would otherwise be required, in order to obtain drainage, refer the matter to the engineer to determine whether the extra excavation should be made.

In grading a trench for mainline conduit, there are three general practices for direction of pitch.

- (a) When grading a trench in a street with a level grade, the high point of the trench bottom should ordinarily be centered between manholes and pitched downward equally toward each manhole.
- (b) Where the street slopes in one direction, locate the high point of the trench bottom approximately 30 feet from the end wall of the higher manhole and grade toward both manholes.
- (c) Where a steep grade is encountered, grade the trench at the minimum pitch from the end wall of the higher manhole to a point 20 feet plus or minus toward the lower manhole. From this point, follow the street grade at the standard cover to a point 20 feet plus or minimum away from the end wall of the lower manhole. From this point, the remainder of the section shall be laid at the normal pitch.

After the rough excavation is completed, prepare the bottom of the trench to receive the conduit. Bring the duct bed to the final grade by grading uniformly from the high point to the low or drainage points. Use stone chips or crushed stone screenings to grade the trench. The duct bed shall be a minimum of 2" in depth.

C.2 Placing of Duct

Proceed with placing the ducts as soon as the duct bed has been completed. Inspect all ducts before placing to see that the bores are clean and free from mud, sand, etc. Use only ducts with a smooth bore, free from burrs, rough projections etc. Smooth off burrs or other rough areas likely to damage cable are found in the duct by rasping or scraping.

Place the duct on base spacers with the ends staggered so no two couplings are adjacent. This may be accomplished by the use of the short lengths in stock or cutting back full length sections to the desired lengths. If cut pieces are used, place the cut end at the manhole. Locate the base spacers within 2 feet of the end of each duct and one base spacer located in the middle of the duct.

Use full length pieces for the balance of the conduit line.

Formations of two ducts or more in height are to be carried forward in full formation, that is, as each tier of twenty foot lengths is laid, the next higher tier of ducts shall then be placed on the intermediate spacers. Place these intermediate spacers on top of the base spacers located within 2 feet from each duct end and one in the middle of each duct. Place the intermediate spacers and ducts for the remaining tiers. Glue each length into the adjoining coupling. A twist and push on the duct being placed will suffice for a water tight joint. Exercise caution in the driving operation, so that neither the coupling nor the duct will be split or damaged in any way. After the full formation has been completed, place wood trench and duct bracing on the ducts to prevent shifting or floating while the concrete envelope is being placed and during driving operation.

This procedure shall be followed with succeeding lengths, providing spacers at the proper intervals, until sufficient trench footage of completed formation has been placed and is ready to receive concrete encasement.

The terminating point for mainline conduit will be the inside manhole wall. Install a standard end bell fitting flush with the wall on all duct access points.

Install a #10 copper tracer wire along and above the centerline of the duct for encasement in the concrete. The wire shall be 4 feet longer than the run of conduit and be at least 2 feet long at each access point.

Install a pull rope in each run of conduit, as laid. The rope shall be 4 feet longer than the run of conduit and shall be doubled back at least 2 feet at each raceway access point. Anchor the pull rope at each access point in a manner acceptable to the engineer.

C.3 Concreting

Begin concreting after sufficient conduit has been laid and the trench and duct have been inspected. The minimum concrete encasement of the ducts is 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom. After placing, puddle the concrete with a splicing bar or similar tool so that complete duct encasement is accomplished. Remove wood braces used to keep the conduit from floating before the concrete sets completely and the resultant encasement voids filled with concrete.

Allow the concrete encasement to set for a minimum of 6 hours before backfilling is commenced.

C.4 Slurry Backfill

Commence backfilling of the conduit immediately after the duct has been inspected, approved and has set to withstand the load.

An aggregate slurry as specified shall be used to backfill the concrete encased conduit. The trench shall be backfilled to the proposed or existing subgrade. The mix shall be deposited in the trench directly from a concrete transit mix truck.

D Measurement

The department will measure (number)-Duct by the linear foot, acceptably installed. The measured quantity will equal the linear feet of encased duct, based on the distance along the centerline of duct between ends of 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.0090.401	1-Duct Conduit Cement Encased 4-Inch Rigid Nonmetallic Conduit DB-60	LF
SPV.0090.402	2-Duct Conduit Cement Encased 4-Inch Rigid Nonmetallic Conduit DB-60	LF
SPV.0090.404	4-Duct Conduit Cement Encased 4-Inch Rigid Nonmetallic Conduit DB-60	LF
SPV.0090.406	6-Duct Conduit Cement Encased 4-Inch Rigid Nonmetallic Conduit DB-60	LF
SPV.0090.408	8-Duct Conduit Cement Encased 4-Inch Rigid Nonmetallic Conduit DB-60	LF

Payment is full compensation for furnishing the conduit, conduit bodies, conduit fittings, conduit spacers, end caps and trace wire; for excavating, bedding, encasement and backfilling including any concrete, stone, aggregate slurry, bracing, or other related materials; for disposing of surplus materials; and for making inspections, and for installing the conduit..

85. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panel, Item SPV.0165.001.

A Description

This special provision describes furnishing and installing Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panels, as directed by the engineer, as shown on the drawings and as hereinafter provided.

Perform work under these items according to the requirements of standard spec 647 and the details as shown on the plans.

B Materials

Material shall be durable, high skid and slip resistant, pavement marking material suitable for use as bike lane, pathway, roadway, intersection, on portland cement concrete pavement surfaces.

The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

The material shall be a resilient preformed thermoplastic product containing a minimum 30 percent intermix of anti-skid/anti-slip elements and where the top surface contains anti-skid/anti-slip elements. These anti-skid/anti-slip elements must have a minimum hardness of 8 (Mohs scale).

Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

The material shall be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc.

The material shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures.

The material for the Bike Lane Panel is typically supplied in 2 feet x 4 feet segments.

The material shall contain heating indicators evenly distributed on the surface that shall act as visual cues during both the application process and post-application.

The material shall be capable of being applied on bituminous and/or portland cement concrete pavements by the use of a handheld heat torch, infrared heater, or a blue-flame radiant heater.

The material shall be capable of being applied to asphalt and portland cement concrete surfaces without preheating the application surface to a specific temperature. The material shall be capable of being affixed to green concrete (concrete that has set but not appreciably hardened). The material shall not require the portland cement concrete application areas to be cured or dried out.

The material shall be capable of being applied in temperatures down to 45°F without any special storage, preheating or treatment of the material before application.

MANUFACTURING CONTROL AND ISO CERTIFICATION: The manufacturer shall be ISO 9001:2008 certified for design, development and manufacturing and provide proof of current certification. The scope of the certification shall include the design, development and manufacture of preformed thermoplastic marking material.

Pigment: The color of the green preformed thermoplastic pavement marking material shall be accordance with FHWA Memorandum dated April 15, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

Daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1	2	3	4				
X	y	X	y	X	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

Nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1	2	3	4				
X	y	X	y	x	y	x	y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

The pigment system shall not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

Heating indicators: The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

Slip Resistance: The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Thickness: The material shall be supplied at a minimum thickness of 90 mil (2.29 mm).

Environmental Resistance: The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

For any questions on materials, contact Mr. James Hannig at (414) 286-8750.

C Construction

Use the propane torch method, and, or infrared or blue flame heater recommended by the manufacturer. The material shall be capable of being applied at ambient and road temperatures down to 45°F without any preheating of the pavement to a specific temperature. Apply manufacturer specified sealer to the pavement surface prior to material application to ensure proper adhesion. A thermometer shall not be required during the application process. The pavement shall be clean, dry and free of debris. Supplier shall enclose application instructions with each box/package.

D Measurement

The department will measure Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panel in area by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.001	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panel	SF

Payment is full compensation for preparing the surface, furnishing and installing all materials and incidentals necessary to complete the work; and for replacing marking improperly installed or that fails during the proving period.

86. Concrete Pavement Joint Sealing, Item SPV.0180.001.

A Description

This special provision describes the minimum requirements for preparing the pavement joints or cracks, and furnishing and installing the sealant. Seal all expansion, hand-formed, and sawed joints in the pavement. Also, seal all bond or construction joints.

B Materials

Furnish joint sealer that complies with the requirements of ASTM Designation D 3405. Joint sealer shall be composed of a mixture of materials that will form a resilient and adhesive compound capable of effectively sealing joints in concrete against the infiltration of moisture and foreign material throughout repeated cycles of expansion and contraction with temperature changes, and shall be of a mixture that will not flow from the joints or be picked up by vehicle tires at summer temperatures. The material must be capable of being brought to a uniform pouring consistency suitable for completely filling the joints without inclusion of large air holes or discontinuities.

The joint sealer shall be elastic type but poured, and it shall be melted by indirect heat in suitable equipment provided with positive temperature control and mechanical agitation. The material shall not be damaged when heated to the temperature required for satisfactory pouring.

C Construction

Prior to the installation of the joint sealer, clean the pavement joint or crack of all foreign material. Completely remove the slurry resulting from the sawing operations from the joint by blowing it clean with compressed air (using a minimum air pressure of 80 psi).

Only apply the joint sealer when the atmospheric and concrete temperatures are both above 40° F.

D Measurement

The department will measure Concrete Pavement Joint Sealing in area of pavement sealed by square yards, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.001	Concrete Pavement Joint Sealing	SY

Payment is full compensation for furnishing and placing the joint sealant; cleaning the pavement joints and cracks.

87. Track Zone Removal, Item SPV.0180.002.

A Description

This special provision describes removing and disposing track zone wood and other appurtenances underneath the existing pavement. There are no track zone rails.

B (Vacant)

C Construction

Avoid damaging utilities during construction operations. Do not use equipment or devices that might damage facilities. Complete all necessary operations to remove the track zone wood and other appurtenances. Backfill all trenches, holes, and pits not occupied by the new pavement and base course with backfill granular.

D Measurement

The department will measure Track Zone Removal by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.002	Track Zone Removal	SY

Payment is full compensation for removing all railroad track zone material, for hauling and properly disposing of materials.

88. Concrete Pavement, Cold Weather Covering, Plastic 1 Layer, Item SPV.0180.010; Concrete Pavement, Cold Weather Covering, Plastic 2 Layers, Item SPV.0180.011; Concrete Pavement, Cold Weather Covering, Plastic/Hay/Plastic or Blankets, Item SPV.0180.012.

A Description

Place protective covering according to standard spec 415.3.13, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Furnish materials that meet the requirements specified in standard spec 415.3.13.2.

C (Vacant)

D Measurement

The department will measure Concrete Pavement Cold Weather Covering (type) by the square yard, 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.0180.010	Concrete Pavement, Cold Weather Covering, Plastic 1 Layer	SY
SPV.0180.011	Concrete Pavement, Cold Weather Covering, Plastic 2 Layers	SY
SPV.0180.012	Concrete Pavement, Cold Weather Covering, Plastic/Hay/Plastic or Blankets	SY

Payment is full compensation for supplying the plastic, hay, material sufficient to weight down the insulating materials to withstand wind; remove, replace and dispose of all covering materials as required during normal concreting operations. Heating of water, aggregates, or both, if deemed necessary by the contractor to maintain placement temperature, is incidental to this item.

89. Management of Solid Waste, Item SPV.0195.001.

A General

A.1 Description

This work will conform with the requirements of standard spec 205; to pertinent parts of the Wisconsin Administrative Code, Chapters NR 700-736 Environmental Investigation and Remediation of Environmental Contamination; Wisconsin Administration Code, Chapters NR 500-538, Solid Waste; and as shown on the plans and as supplemented herein.

Soil considered to be solid waste due to Chlorinated Volatile Organic Compounds (CVOCs) will be encountered within the construction limits. The solid waste may contain NR 500 non-exempt industrial wastes including soil mixed with foundry sand. Impacted waste material excavated during construction which cannot in the opinion of the environmental consultant be managed as common excavation or as petroleum-contaminated soil will be managed as solid waste.

This work consists of excavating, segregating, temporary stockpiling, loading, hauling, and disposing of solid waste material at a WDNR-approved disposal facility. The nearest WDNR-approved disposal facilities are:

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

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

Provide information to the environmental consultant and engineer that indicates the WDNR-approved disposal facility that the contractor will use.

A.2 Notice to the Contractor–Solid Waste Locations

The department and others completed hazardous materials assessment for locations within this project where excavation is required. Investigation for soil contamination was conducted at select locations. Results indicate that solid waste (soil contaminated with CVOCs) is present at the following location as shown on the plans:

- Station 152+35 to 152+75, from 30 feet left of reference line to project limits left, from approximately 1 to 6 feet bgs. The estimated volume of contaminated soil to be excavated at this location is 59 CY (approximately 100 tons using a conversion factor of 1.7 tons per cubic yard).

Directly load solid waste soil excavated by the project at the above location into trucks that will transport the material to a WDNR-licensed landfill facility for landfill disposal.

If obviously contaminated soils or signs of NR 500 non-exempt solid waste and hazardous materials are unexpectedly encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Examples of these unexpected conditions may include, but are not limited to, buried containers or tanks, noxious odors and fumes, stained soils, sheen on ground water, other industrial wastes, and significant volumes of municipal or domestic garbage.

If dewatering is required at the above location, conduct the dewatering according to Section C below.

An active monitoring well was observed within the construction limits during the hazardous materials assessment at the following location:

- Station 151+07, 9 feet left of reference line

If any additional active groundwater monitoring wells are encountered during construction, notify the engineer and protect the wells to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For wells that do not need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

A.3 Excavation Management Plan Approval

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

Name: Andrew Malsom
Address: 141 NW Barstow Street, Waukesha, WI 53187-0798
Phone: (262) 548-6705
Fax: (262) 548-6891
E-mail: andrew.malsom@dot.state.wi.us

A.4 Coordination

Coordinate work under this contract with the environment consultant:

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

The role of the environmental consultant will be limited to:

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

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the area of solid waste fill described in A.2 to the environmental consultant. Identify the WDNR licensed landfill facility that will be used for disposal of solid waste, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the impacted area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of the solid waste.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the impacted area. Notify the environmental consultant at least three calendar days prior to commencement of excavation in the impacted area. Perform excavation in the impacted area on a continuous basis until excavation work is completed. Do not transport soil containing solid waste offsite without prior approval from the environmental consultant.

A.5 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter historic fill contaminated with industrial waste (foundry sand) and associated regulated metals and organic compounds. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

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

The environmental consultant will periodically monitor soil excavated from the area identified in A.2 above. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

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

Verify that the vehicles used to transport material are licensed for such activity according to applicable state and federal regulations. Obtain the necessary disposal facility approvals and WDNR approvals for disposal. Do not transport regulated solid waste off-site without obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

During excavations in the areas of known contamination, larger chunks of clean concrete (~2 cubic feet), asphalt and bricks shall be segregated from the fill, to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations, and will be reused as designated by the engineer as fill on the project, or it will be disposed of off-site at the contractor's disposal site(s).

If dewatering is required in areas of known contamination, water generated from dewatering activities may contain chlorinated solvents, petroleum compounds and/or metals. Such water may require analytical testing, and with approval from the Milwaukee Metropolitan Sewerage District (MMSD) be discharged to the sanitary sewer as follows:

1. Meet all applicable requirements of the MMSD including the control of suspended solids. Perform all necessary monitoring to document compliance with the MMSD requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the MMSD requirements.
2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

Groundwater with a petroleum sheen cannot be discharged to the sanitary sewer per MMSD guidelines. If dewatering is necessary where the groundwater has a sheen on the surface, the water shall be pumped into a holding tank or tanker truck for off-site testing and disposal.

Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

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

D Measurement

The department will measure solid waste by the ton of waste accepted by the disposal facility and as documented by weight tickets.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.001	Management of Solid Waste	TON

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

90. Excavation, Hauling, and Disposal of Creosote Contaminated Soil, Item SPV.0195.002.

A Description

A.1 General

This special provision describes excavating, stockpiling for testing, loading, hauling, and disposing of creosote contaminated soil at a landfill. The closest landfills to the project would be the following:

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

Green For Life (GFL) Environmental Emerald Park Landfill
W124S10629 South 124th Street
Muskego, WI 53150
(414) 529-1360

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

A.2 Notice to the Contractor – Contaminated Soil Location(s)

The department assumes that soil in the immediate vicinity of pre-existing creosote treated wooden railroad ties is contaminated due to exposure to residual wood preservatives. Representative analytical testing of this soil was not practical prior to road construction. As such, the soil located in the following locations and as shown of the plans will require temporary stockpiling within the right-of-way and analytical testing for landfill acceptance:

Station 106+45 to 106+65 from 8 feet LT of centerline to 8 feet RT of centerline from approximately 1 to 10+ feet below ground surface. Soil at this location is contaminated with residual creosote-based wood preservatives. Approximately 24 cubic yards (approximately 41 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated from this location.

Station 109+00 to 109+25 from 8 feet LT of centerline to 8 feet RT of centerline from approximately 1 to 10+ feet below ground surface. Soil at this location is contaminated with residual creosote-based wood

preservatives. Approximately 30 cubic yards (approximately 51 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated from this location.

Station 134+80 to 134+90 from 8 feet LT of centerline to 8 feet RT of centerline from approximately 1 to 10+ feet below ground surface. Soil at this location is contaminated with residual creosote-based wood preservatives. Approximately 12 cubic yards (approximately 21 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated from this location.

Station 136+75 to 136+85 from 8 feet LT of centerline to 8 feet RT of centerline from approximately 1 to 10+ feet below ground surface. Soil at this location is contaminated with residual creosote-based wood preservatives. Approximately 12 cubic yards (approximately 21 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated from this location.

Station 139+75 to 139+90 from 8 feet LT of centerline to 8 feet RT of centerline from approximately 1 to 10+ feet below ground surface. Soil at this location is contaminated with residual creosote-based wood preservatives. Approximately 18 cubic yards (approximately 31 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated from this location.

Station 142+40 to 142+55 from 8 feet LT of centerline to 8 feet RT of centerline from approximately 1 to 10+ feet below ground surface. Soil at this location is contaminated with residual creosote-based wood preservatives. Approximately 18 cubic yards (approximately 31 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated from this location.

Station 144+20 to 144+35 from 8 feet LT of centerline to 8 feet RT of centerline from approximately 1 to 10+ feet below ground surface. Soil at this location is contaminated with residual creosote-based wood preservatives. Approximately 18 cubic yards (approximately 31 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated from this location.

Station 144+55 to 145+40 from 8 feet LT of centerline to 8 feet RT of centerline from approximately 1 to 10+ feet below ground surface. Soil at this location is contaminated with residual creosote-based wood preservatives. Approximately 18 cubic yards (approximately 31 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated from this location.

For further information regarding the handling and disposal of this contaminated soil material please contact:

Name: Andrew Malsom
Address: 141 NW Barstow St. Waukesha, WI 53187
Phone: (262) 548-6705
E-mail: Andrew.Malsom@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation
Address: 6737 W. Washington St., Suite 2100, West Allis, WI 53214
Contact: Bryan Bergmann, P.G.
Phone: (262) 901-2126 office, (262) 227-9210 cell
Fax: (262) 879-1220
E-mail: bbergmann@trccompanies.com

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil as expressed on the project plans and described in the special provisions;
2. Providing field support during excavation activities;
3. Coordinating lab testing for landfill acceptance;
4. Identifying contaminated soils to be hauled to the landfill;
5. Obtaining landfill permitting and documentation of proper landfill disposal; and
6. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of treated railroad ties where excavation will occur for new storm sewer or removal of old storm sewer to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during storm sewer excavation activities in the areas of treated railroad ties. Perform storm sewer excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

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

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, expect to encounter soil contaminated with Polycyclic aromatic hydrocarbons (PAHs) and Semi-volatile organic compounds (SVOCs). Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

Excavate the contaminated soil in the areas shown in the plan. Stockpile the material within the project footprint on DOT right-of-way, pending lab results and landfill acceptance. Construct and maintain a temporary stockpile of the material in accordance with NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation.

The environmental consultant will coordinate analytical testing of contaminated soil for landfill acceptance. (10) business days should be allowed for the laboratory to conduct this testing and issue results. In the event the laboratory analytical test results do not indicate contamination is present, the stockpiled material may be considered common excavation and can be handled in accordance with the erosion control implementation plan (ECIP).

Once landfill acceptance permitting is complete, directly load and haul soils to the landfill as directed by the environmental consultant. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids. Verify that the vehicles used to transport contaminated material are licensed for such activity in accordance with applicable state and federal regulations.

When material is encountered outside the above-identified limits of assumed contamination that appears to have been impacted with petroleum or chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer and the environmental consultant.

Groundwater may be present within the construction limits. Water generated during dewatering operations (if necessary) is expected to be permitted to discharge to the surface except in the contaminated areas. Contaminated groundwater generated from dewatering activities within the contaminated areas may exceed the surface water discharge limits for petroleum compounds specified in the DNR's "General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System" for "Contaminated Groundwater from Remedial Action Operations" (WPDES Permit No. WI-0046566-5), Table 3.1.

If dewatering is required in an area of observed contamination, water generated from dewatering activities may contain PAHs, SVOCs, and Metals. Such water may, with approval of the City of Milwaukee and Milwaukee Metropolitan Sewerage District be discharged to the respective sanitary system as follows:

1. Meet all applicable requirements of the City of Milwaukee and Milwaukee Metropolitan Sewerage District including the control of suspended solids. Perform all necessary monitoring to document compliance with the City of Milwaukee and Milwaukee Metropolitan Sewerage District requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the City of Milwaukee and Milwaukee Metropolitan Sewerage District requirements.
2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.
3. Notify the engineer of any dewatering activities and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

Costs for this dewatering and disposing of contaminated water are incidental to the contract.

Employ construction methods and techniques in a manner that will minimize the need for dewatering, and if dewatering is required, minimize the volume of water generated. Take measures to limit groundwater, surface water, and precipitation from entering and exiting excavations in the areas of contamination. Such measures, which may include berming, ditching, or other means, shall be maintained until construction of utilities in the areas of contamination are complete.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.002	Excavation, Hauling, and Disposal of Creosote Contaminated Soil	TON

Payment is full compensation for excavating, stockpiling (including contractor-provided plastic sheeting to cover as well as place the material on), loading, and hauling the contaminated soil to a landfill; obtaining solid waste collection and transportation service operating licenses; and dewatering of soils prior to transport, if necessary.

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

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

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

I. BASIC CONCEPTS

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

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 8 (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

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

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

II. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

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

III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction and Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
 - Produce accurate and complete quotes
 - Understand highway plans applicable to their work
 - Understand specifications and contract requirements applicable to their work
 - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.

- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday) **OR**
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. [Instructions for eSubmit.](#)

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

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

b. Verification of DBE Commitment

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

(1) DBE Goal Met

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

(2) DBE Goal Not Met

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

- submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
 - 1. *Approve* the request (adequate documentation of GFE has been submitted)- no conditions placed on the contract with respect to the DBE Commitment;
 - 2. *Deny* the request (inadequate documentation of GFE has been submitted)- the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.
 - c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

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

3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

a. Solicitation Guidance for Prime Contractors:

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

b. Guidance for Evaluating DBE quotes

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

- i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - a In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - b Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:
 - i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

- c. **Requesting Good Faith Effort Evaluation** At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:
 - (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
 - (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
 - (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
 - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
 - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
 - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
 - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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

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

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

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

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

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

6. Counting DBE Participation

Assessing DBE Work

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

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

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

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

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

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

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

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

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees are calculated as **10%** of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")

a. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

b. Contractor Considerations

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.

- i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
 - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.
 - b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
 - c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
 - d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
 - e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

c. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

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

d. Evaluation and Response to the Request

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

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

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

e. DBE Utilization beyond the approved DBE Commitment

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

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

Special note on trucking

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

10. Commercially Useful Function

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

11. Credit Evaluation for DBE Primes

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

12. Joint Venture

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

13. Mentor-Protégé

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

14. Use of Joint Checks

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

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

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

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

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

15. Payment

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

Appendix A

Substantive Conversation Guidelines

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

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

- Determine DBE subcontractor's interest in quoting
- If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
- Assess their interest and experience in the road construction industry by asking questions such as:
 1. Have you competed for other WisDOT contracts? Ratio of competed/to wins
 2. Have you performed on any transportation industry contracts (locally or with other states)?
 3. What the largest contract you've completed?
 4. Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
 5. Does this project fit into your schedule? Are you working on any contracts now?
 6. Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
 7. What region do you work in? Home base?
 8. Which line items are you considering?
 9. Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
 10. Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

1. After reviewing their quote, note the following in your discussion:
 - Does the quote look complete? Irregular?
 - Are there errors in the quote? Are items very high or very low?
 - In general, does the quote look competitive?
2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
 - What line items would typically be in a competitive quote for a subcontractor of their specialty?
 - How many employees and what is their role/experience/expertise in your firm?
 - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
 - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
 - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
 - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
 - Discussion of bonding, insurance, and overall business risk considerations.

APPENDIX B
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFESAMPLE MEMORANDUM

TO: DBE FIRMS
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR
SUBJECT: **REQUEST FOR DBE QUOTES**
LET DATE & TIME
DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation **Month- date -year** Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by **time deadline** the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but **prime's alternatives** are acceptable. Our office hours are **include hours and days**.

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

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

Project Manager, John Doe, Phone:
(000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

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

Prime's Name: _____
Letting Date: _____
Project ID: _____

Please check all that apply

- ☐ Yes, we will be quoting on the projects and items listed below
☐ No, we are not interested in quoting on the letting or its items referenced below
☐ Please take our name off your monthly DBE contact list
☐ We have questions about quoting this letting. Please have someone contact me at this number

Prime Contractor 's Contact Person:

DBE Contractor Contact Person:

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clearing and Grubbing	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

Appendix C

Small Business Network (SBN) Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for later completion.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE preferred request.
 - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
 - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
 - c. Add attachments to a sub-quote.
 - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime.
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-458

APPENDIX D

Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

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

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

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

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

GFE EVALUATION RUBRIC – PHASE 1

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

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

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

TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

BUSINESS DEVELOPMENT INITIATIVES: Demonstrated by efforts to support business growth and health of DBEs

Rating Scale

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

GFE EVALUATION – PHASE 2 – Team Review**DBE Office completes:**

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

Excerpt from Appendix A to 49 CFR Part 26:

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

APPENDIX E

Good Faith Effort Best Practices

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

Primes

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

DBE

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

APPENDIX F

Good Faith Effort Evaluation Guidance

Appendix A of 49 CFR Part 26

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

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

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

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

APPENDIX G
(SAMPLE) Forms DT1506 and DT1202

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm Representative's Signature & Date
	Participating DBE Firm Representative's Name (Print Name)
	Participating DBE Firm (Print Company Name)
	DBE Firm's Address:

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

**DOCUMENTATION OF GOOD FAITH EFFORT**Wisconsin Department of Transportation
DT1202.....3/2020

Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****		County *****
Person Submitting Document *****		Telephone Number *****
Address *****		Email Address *****

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

1.→ Solicitation Documentation:

- a.→ Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.
- b.→ Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

2.→ Selected Work Items Documentation:

- a.→ Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.
- b.→ Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3.→ Documentation of Project Information provided to Interested DBEs:

- a.→ Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b.→ Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

4.→ Documentation of Negotiation with Interested DBEs:

a.→ Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

b.→ Action: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5.→ Documentation of Sound Reason for Rejecting DBEs:

a.→ Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

b.→ Action: Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6.→ Documentation of Assistance to Interested DBEs--Bonding, Credit, Insurance, Equipment, Supplies/Materials:

a.→ Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

b.→ Action: Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7.→ Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

a.→ Purpose: To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

b.→ Action: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:
 Wisconsin Department of Transportation
 DBE Program Office
 PO Box 7965
 Madison, WI 53707-7965
 DBE_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: www.wisconsin.gov/DBEcontracting

ADDITIONAL SPECIAL PROVISION 4

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Additional Special Provision 6**ASP 6 - Modifications to the standard specifications**

Make the following revisions to the standard specifications:

415.3.16 Tolerance in Pavement Thickness

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

415.3.16.1 General

- (1) Construct the plan thickness or thicker. The department will accept pavement thickness based on the results of department-performed acceptance testing conforming to:

Magnetic Pulse Induction	CMM 870: ASTM E3209 WTM
Probing.....	CMM 870: WTP C-002
Preplacement Measurement	CMM 870: WTP C-003

415.3.16.2 Pavement Units**415.3.16.2.1 Basic Units**

- (1) Basic unit is defined as a slip formed, single lane, with a minimum lane width of 10 feet, measured, from the pavement edge to the adjacent longitudinal joint; from one longitudinal joint to the next; or between pavement edges if there is no longitudinal joint.

415.3.16.2.2 Special Units

- (2) Establish special units for areas of fillets, intersections, gaps, gores, shoulders, ramps, pavement lanes less than 10 feet wide and other areas not included in basic units.

415.3.16.3 Test Plate Locations

- (1) Place department-furnished test plates. Within 5 business days after paving, enter the sequential number and associated position data into MRS available at:

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

- (2) Contractor will maintain plate location markings for 10 business days after paving.

415.3.16.4 Acceptance Testing**415.3.16.4.1 Basic Units****415.3.16.4.1.2 Magnetic Pulse Induction**

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable. Department will determine limits of unacceptable pavement by performing the following:
- The engineer will test each consecutive plate stationed ahead and behind until the thickness test result is plan thickness or greater.
 - The engineer will direct the contractor to core the hardened concrete to determine the extent of the unacceptable area. In each direction, the contractor shall take cores at points approximately 20 feet from the furthest out of specification plate towards the plate that is plan thickness of greater. Once a core is within 80 to 100 percent pay range, the coring is complete and the limits of unacceptable pavement extend from the stationing between the core test results of 80 to 100 percent payment, inclusive of all unacceptable core and plate test results.
 - The contractor shall perform coring according to AASHTO T24. The department will evaluate the results according to AASHTO T148
 - The contractor shall fill core holes with concrete or mortar.

415.3.16.4.2 Special Units**415.3.16.4.2.1 Magnetic Pulse Induction**

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the department will measure the second plate in that unit. If both plates are required to be measured, then all six thickness measurements will be averaged for that unit. If the average of the six measurements is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable.

415.3.16.4.2.2 Probing

- (1) The department will measure slip form special units during concrete placement. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will probe 2 random locations within the special unit. The average of the two readings will be the reported measurement for the special unit.

415.3.16.4.2.3 Preplacement Measurement

- (1) The department will measure non-slip form special units before concrete placement.
- (2) Thickness corrections will be made to a conforming thickness by reshaping the base aggregate before the pavement is placed.

415.5.2 Adjusting Pay for Thickness

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

- (1) The department will adjust pay for pavement thickness under the Nonconforming Thickness Concrete Pavement administrative item as follows:

FOR PAVEMENT THINNER THAN PLAN THICKNESS BY:	PERCENT OF THE CONTRACT UNIT PRICE
> 1/4 inch but <= 1/2 inch	80
> 1/2 inch but <= 3/4 inch	60
> 3/4 inch but <= 1 inch	50

- (2) When pavement of unacceptable final thickness is determined, as specified in 415.3.16.4, the department will direct the contractor to either:
 1. Remove and replace unacceptable concrete pavement to the nearest joint with new concrete pavement of conforming thickness. The department will pay once for the area at the full contract price.
 2. If the unacceptable pavement is less than 100 LF, the department may allow the concrete to remain in place without payment for the unacceptable area.

460.2.6 Recovered Asphaltic Binders

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

- (2) The contractor may replace virgin binder with recovered binder up to the maximum percentage allowed under 460.2.5 without further testing. When the design percent asphalt binder replaced exceeds the allowable limits in 460.2.5, the contractor must:
 - Document adjustments made to the mix design in the mix design submittal.
 - Submit test results that indicate the mixture's asphaltic binder meets or exceeds the upper and lower temperature grade requirements the bid item designates.
 - If only one recycled asphaltic material source is used, furnish one of the following:
 - Test results from extracted and recovered binder from the resultant mixture.
 - Blending charts that indicate the resultant mixture's high and low temperature PG as an interpolation of the percent binder replaced between the virgin binder's and the recycled asphaltic material source binder's high and low temperature PG.
 - If two or more recycled asphaltic material sources are used, furnish test results from extracted and

recovered binder from the resultant mixture.

501.2.6 Water

Retitle with the following effective with the November 2021 letting:

501.2.6 Mixing Water

501.2.6.2 Requirements

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

- (2) Water from other sources must comply with the following:

Acidity, maximum of 0.1N NaOH to neutralize 200 mL of water; CMM 870: WTP C-001.....	2 mL
Alkalinity, maximum of 0.1N HCL to neutralize 200 mL of water; CMM 870: WTP C-001	15 mL
Maximum sulphate (SO ₄); CMM 870: WTP C-001	0.05 percent
Maximum chloride; CMM 870: WTP C-001	0.10 percent
Maximum total solids; CMM 870: WTP C-001	
Organic.....	0.04 percent
Inorganic.....	0.15 percent

501.3.2.4.2 Air Entrainment

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

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

501.3.7.1 Slump

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

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

531.5 Payment

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

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

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

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

642.2.2.1 General

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

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

701.3.1 General

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

TABLE 701-1 TESTING AND CERTIFICATION STANDARDS

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

^[1] As modified in CMM 860.

^[2] As modified in CMM 870.

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

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

^[5] Consolidate by rodding.

710.2 Small Quantities

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

- (1) The department defines small quantities as follows:
 - As specified in 715.1.1.2 for class I concrete.
 - Less than 50 cubic yards of class II ancillary concrete placed under a single bid item.
- (2) For contracts with only small quantities of material subject to testing, modify the requirements of 710 as follows:
 1. The contractor may submit an abbreviated quality control plan as allowed in 701.1.2.3.
 2. Provide one of the following for aggregate process control:
 - Documented previous testing dated within 120 calendar days. Provide gradation test results to the engineer before placing material.
 - Non-random start-up gradation testing.

710.4 Concrete Mixes

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

- (2) At least 7 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:

1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, air content, and SAM number.
2. For cementitious materials and admixtures: type, brand, and source.
3. For aggregates: absorption, SSD bulk specific gravity, wear, soundness, freeze thaw test results if required, and air correction factor. Also include aggregate production records dated within 2 years if using those results in the design. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:
 - DT2220 for combined aggregate gradations.
 - DT2221 for optimized aggregate gradations.
4. For optimized concrete mixtures:
 - Complete the worksheets within DT2221 according to the directions.
 - Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.
 - Verify slip-form mixture workability according to AASHTO TP137 and conformance to specifications through required trial batching.
 - Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.

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

- (4) Prepare and submit modifications to a concrete mix to the engineer for approval 3 business days before using that modified mix. Modifications requiring the engineer's approval include changes in:
 1. Source of any material. For paving and barrier mixes, a source change for fly ash of the same class does not constitute a mix design change.
 2. Quantities of cementitious materials.
 3. Addition or deletion of admixtures. Minor admixture dosage adjustments required to maintain air content or slump do not require engineer review or approval.

710.5.5 Strength

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

- (1) Cast all 6" x 12" cylinders or all 6" x 6" x 21" beams in a set from the same sample. Do not cast more than one set of specimens from a single truckload of concrete. Mark each specimen to identify the lot and subplot or location on the project it represents.

710.5.6 Aggregate Testing

Retitle and replace the entire text with the following effective with the November 2021 letting:

710.5.6 Aggregate Testing During Concrete Production

710.5.6.1 General

- (1) The department will accept gradation based on the results of department-performed acceptance testing.
- (2) The department and contractor will obtain samples using the same method. When belt sampling, contractor personnel shall obtain samples for the department under the direct observation of the department personnel. Contractor will define sampling method in the QMP or abbreviated QMP.

710.5.6.2 Contractor Control Charts

710.5.6.2.1 General

- (1) Test aggregate gradations during concrete production except as allowed for small quantities under 710.2. Required contractor testing will be performed using non-random samples.
- (2) Sample aggregates from either the conveyor belt or from the working face of the stockpiles.
- (3) Sample aggregates within 2 business days before placement for each mix design. Include this gradation on the control charts.
- (4) Report gradation test results and provide control charts to the engineer within 1 business day of obtaining the sample. Submit results to the engineer and electronically into MRS as specified in 701.1.2.7.
- (5) Conduct aggregate testing at the minimum frequency shown based on the anticipated daily cumulative plant production for each mix design. The contractor's concrete production tests can be used for the same mix design on multiple contracts.

TABLE 710-1 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS I

DAILY PLANT PRODUCTION RATE FOR WisDOT WORK	MINIMUM FREQUENCY
Gradation Report Before Placement	
1000 cubic yards or less	one test per day
more than 1000 cubic yards	two tests per day

TABLE 710-2 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS II

MINIMUM FREQUENCY
Gradation Report Before Placement
One test per calendar week of production

710.5.6.2.2 Optimized Aggregate Gradation Control Charts

- (1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the following:
 - 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
 - Sum of volumetric percentages retained on No. 8, No. 16, and No. 30 sieves.
 - Sum of volumetric percentages retained on No. 30, No. 50, No. 100, and No. 200 sieves.
- (2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the volumetric percent retained of the optimized aggregate gradation limits specified in table 501-4.
- (3) Throughout the contract, construct a 4-point running average of the volumetric percent retained for each sieve to determine if the blended aggregate gradation is within the tarantula curve limits specified in table 501-4.

710.5.6.2.3 Combined Aggregate Gradation Control Charts

- (1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
- (2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the percent passing by weight requirements of the combined aggregate gradation limits specified in table 501-4.
- (3) Throughout the contract, construct a 4-point running average of the percent passing by weight for each sieve to determine if the blended aggregate gradation is within the combined aggregate gradation limits specified in table 501-4.

710.5.6.3 Department Acceptance Testing

- (1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.
- (2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.
- (3) The department will obtain the sample and deliver to regional testing lab in the same day. Department will report gradation test results to the contractor within 1 business day of being delivered to the lab. Department and contractor can agree to an alternative test result reporting timeframe; alternative timeframe is required to be documented in the QMP.
- (4) Additional samples may be taken at the engineer's discretion due to change in condition.

TABLE 710-3 DEPARTMENT GRADATION TESTING FREQUENCY

CONCRETE CLASSIFICATION	MINIMUM DEPARTMENT FREQUENCY
Class I: Pavement	1 test per placement day for first 5 days of placement. If all samples are passing, reduced frequency is applied.
	Reduced frequency: 1 test per calendar week of placement
Class I: Structures	1 test per 250 CY placed <ul style="list-style-type: none"> - Minimum of 1 test per substructure - Minimum of 1 test per superstructure

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

710.5.7 Corrective Action

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

710.5.7.1 Optimized Aggregate Gradations

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

710.5.7.2 Combined Aggregate Gradations

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

715.3.1.1 General

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

- (3) Cast a set of 3 additional 6"x12" cylinders and test the concrete surface resistivity according to AASHTO T358. Perform this testing at least once per lot if total contract quantities are greater than or equal to the following:

- 20,000 square yards for pavements.
- 5,000 linear feet for barriers.
- 500 cubic yards for structure concrete.

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

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

715.3.1.2.3 Lots by Cubic Yard

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

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

TABLE 715-1 CLASS I - LOT AND SUBLOT SIZES

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

- (2) The contractor may include sublots less than or equal to 25 percent of the standard volume in the previous subplot. For partial sublots exceeding 25 percent of the standard volume, notify the engineer who will direct additional testing to represent that partial subplot.
- (3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 3 or more sublots for that lot.

715.3.2 Strength Evaluation

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

715.3.2.1 General

- (1) The department will make pay adjustments for strength on a lot-by-lot basis using the compressive strength of contractor QC cylinders or the flexural strength of contractor QC beams.

-
- (2) Randomly select 2 QC specimens to test at 28 days for percent within limits (PWL). Compare the strengths of the 2 randomly selected QC specimens and determine the 28-day subplot average strength as follows:
- If the lower strength divided by the higher strength is 0.9 or more, average the 2 QC specimens.
 - If the lower strength divided by the higher strength is less than 0.9, break one additional specimen and average the 2 higher strength specimens.

715.3.2.2 Removal and Replacement

715.3.2.2.1 Pavement

- (1) If a subplot strength is less than 2500 psi in compressive strength or 500 psi in flexural strength, the department may direct the contractor to core that subplot to determine its structural adequacy and whether to direct removal.
- (2) If the engineer directs coring, obtain three cores from the subplot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24.
- (3) Have an independent consultant test cores according to AASHTO T24.
- (4) The department will assess concrete for removal and replacement based on a subplot-by-subplot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.
- (5) The subplot pavement is conforming if the compressive strengths of all cores from the subplot are 2500 psi or greater.
- (6) The subplot pavement is nonconforming if the compressive strengths of any core from the subplot is less than 2500 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

715.3.2.2.2 Structures and Cast-in-Place Barrier

- (1) The department will evaluate the subplot for possible removal and replacement if the 28-day subplot average compressive strength is lower than f'_c minus 500 psi. The value of f'_c is the design stress the plans show. The department may assess further strength price reductions or require removal and replacement only after coring the subplot.
- (2) The engineer may initially evaluate the subplot strength using a non-destructive method. Based on the results of non-destructive testing, the department may accept the subplot at the previously determined pay for the lot, or direct the contractor to core the subplot.
- (3) If the engineer directs coring, obtain three cores from the subplot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24. Determine core locations, subject to the engineer's approval, that do not interfere with structural steel.
- (4) Have an independent consultant test cores according to AASHTO T24.
- (5) The department will assess concrete for removal and replacement based on a subplot-by-subplot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.
- (6) If the 3-core average is greater than or equal to 85 percent of f'_c , and no individual core is less than 75 percent of f'_c , the engineer will accept the subplot at the previously determined pay for the lot. If the 3-core average is less than 85 percent of f'_c , or an individual core is less than 75 percent of f'_c , the engineer may require the contractor to remove and replace the subplot. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

715.3.3 Aggregate

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

715.3.3.1 General

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

715.3.3.2 Structures

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

715.5 Payment

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

715.5.1 General

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The pay factor that is calculated from the equations in 715.5.2(2) and 715.5.3(2) will be applied to the unit costs listed below:
- Pavement: \$45 per SY.
 - Structure: \$635 per CY.
 - Cast-in-place barrier: \$75 per LF.
- (5) 28-day strength average for a lot is the average of the individual subplot strengths within the given lot.
- (6) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (7) Submit test results to the department electronically using MRS software. The department will validate contractor data before determining pay adjustments.
- (8) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

715.5.2 Compressive Strength

- (1) The department will measure PWL relative to strength lower specification limits as follows:
- Compressive strength of 3700 psi for pavements.
 - Compressive strength of 4000 psi for structures and cast-in-place barrier.

- (2) The department will adjust pay for each lot using equation "Comp2022" as follows:

Percent within Limits (PWL)	Pay Factor (%)
≥ 90 to 100	$(1/5 \times \text{PWL}) + 82$
≥ 85 to < 90	100
≥ 50 to < 85	$(5/7 \times \text{PWL}) + (275/7)$
< 50	50 ^[1]

^[1] Any material resulting in a lot PWL value less than 50 will be evaluated according to 715.3.2. In the event the material remains in place, it will be paid at 50 percent of the contract unit price of the concrete bid item.

- (3) The department will not pay incentive if the lot standard deviation is greater than the following:
- 400 psi for pavement.
 - 350 psi for structure and cast-in-place barrier
- (4) For lots with less than 3 sublots, there is no incentive but the department will reduce pay by 50 percent of the contract unit price for sublots with an average compressive strength below the following:
- 3700 psi for pavements.
 - 4000 psi for structures and cast-in-place barrier.

715.5.3 Flexural Strength

- (1) The department will measure PWL relative to strength lower specification limits as follows:
- Flexural strength of 650 psi for pavements.

- (2) The department will adjust pay for each lot using equation "Flex2022" as follows:

Percent within Limits (PWL)	Pay Factor (%)
≥ 90 to 100	$(2/5 \times \text{PWL}) + 64$
≥ 85 to < 90	100

≥ 50 to < 85
 < 50

$(5/7 \times \text{PWL}) + (275/7)$
 $50^{[1]}$

^[1] Material resulting in a lot PWL value less than 50 will be evaluated according to 715.3.2. In the event the material remains in place, it will be paid at 50 percent of the contract unit price of the concrete bid item.

- (3) The department will not pay incentive if the lot standard deviation is greater than 60 psi.
 - (4) For lots with less than 3 sublots, there is no incentive but the department will reduce pay by 50 percent of the contract unit price for sublots with an average flexural strength below 650 psi.
-

ERRATA**460.2.2.3 Aggregate Gradation Master Range****Correct errata by adding US Standard equivalent sieve sizes.**

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

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

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

^[1] 14.5 for LT and MT mixes.

^[2] 15.5 for LT and MT mixes.

715.5.1 GeneralCorrect the bid item number for Incentive Compressive Strength Concrete Pavement.

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

ADDITIONAL SPECIAL PROVISION 7

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

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

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

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

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

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

(2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective November 2020 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form DT4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form DT4567 is available at:

<https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) Agreement Clauses. "Use of United States-flag vessels:"

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20210010 12/17/2021

Superseded General Decision Number: WI20200010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	03/19/2021
3	04/09/2021
4	05/14/2021
5	07/09/2021
6	12/17/2021

BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 42.77	23.47
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BRWI0002-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 36.68	23.40
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BRWI0003-002 06/01/2020

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 35.68	24.40
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BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 39.90	25.53
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BRWI0006-002 06/01/2020

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 36.60	23.48
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BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 37.07	24.72
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BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 40.75	24.32
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BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 35.68	24.40
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BRWI0019-002 06/01/2020

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 34.86	25.22
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BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 37.36	24.43
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CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

Rates	Fringes
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Carpenter & Piledrivermen.....	\$ 36.85	18.39
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CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,
CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except
area bordering Michigan State Line), FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,
JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,
MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.
of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,
PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,
ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS,
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

Rates	Fringes
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CARPENTER

CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

Rates	Fringes
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Carpenters

Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 06/14/2020

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.98	20.98

ELEC0014-007 07/05/2020

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 27.75	15.14

Low voltage construction, installation, maintenance and
removal of teledata facilities (voice, data, and video)
including outside plant, telephone and data inside wire,
interconnect, terminal equipment, central offices, PABX,
fiber optic cable and equipment, micro waves, V-SAT,
bypass, CATV, WAN (wide area networks), LAN (local area
networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

ELEC0158-002 06/01/2020		

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and
Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.77	29.75%+10.26

* ELEC0159-003 05/30/2021		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
Florence and Homestead) AND MARINETTE COUNTY (Township of
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/31/2020		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.77	28.11

ELEC0388-002 06/01/2020		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,
Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,
MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area
West of a line 6 miles West of the West boundary of Oconto
County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS
AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.85	26%+11.20

ELEC0430-002 02/02/2021

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.859	22.871

ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0494-013 06/01/2021

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2020

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.23	29.50%+10.00

ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-005 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.62	23.80
Group 2.....	\$ 41.12	23.80
Group 3.....	\$ 40.62	23.80
Group 4.....	\$ 40.36	23.80
Group 5.....	\$ 40.07	23.80
Group 6.....	\$ 34.17	23.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour
EPA Level ""B"" protection - \$2.00 per hour
EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs;

pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.75	27.06

IRON0498-005 06/01/2019

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 40.25	40.53

IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 05/03/2021

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80

* LAB00113-002 06/01/2021

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.40	22.26

Group 2.....	\$ 31.55	22.26
Group 3.....	\$ 31.75	22.26
Group 4.....	\$ 31.90	22.26
Group 5.....	\$ 32.05	22.26
Group 6.....	\$ 27.89	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

* LAB00113-003 06/01/2021

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.65	22.26
Group 2.....	\$ 30.75	22.26
Group 3.....	\$ 30.80	22.26
Group 4.....	\$ 31.00	22.26
Group 5.....	\$ 30.85	22.26
Group 6.....	\$ 27.74	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

* LAB00113-011 06/01/2021

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.46	22.26
Group 2.....	\$ 30.61	22.26
Group 3.....	\$ 30.81	22.26
Group 4.....	\$ 30.78	22.26
Group 5.....	\$ 31.11	22.26
Group 6.....	\$ 27.60	22.26

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95

Group 6.....\$ 30.35 17.95

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

* PAIN0108-002 06/01/2021

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.52	23.27

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.30	23.86
Brush.....	\$ 32.95	23.86
Spray & Sandblast.....	\$ 33.70	23.86

PAIN0802-002 06/01/2019

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		

Brush.....	\$ 30.93	18.44
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2019

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 30.93	18.58

* PAIN0934-001 06/01/2021

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.52	23.27
Spray.....	\$ 37.52	23.27
Structural Steel.....	\$ 36.67	23.27

PAIN1011-002 06/02/2019

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 25.76	13.33

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA
CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

August 2018

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Page 1 of 19

Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	489.000 ID	_____.	_____.
0004	201.0220 Grubbing	650.000 ID	_____.	_____.
0006	204.0100 Removing Concrete Pavement	51,880.000 SY	_____.	_____.
0008	204.0120 Removing Asphaltic Surface Milling	582.000 SY	_____.	_____.
0010	204.0150 Removing Curb & Gutter	1,256.000 LF	_____.	_____.
0012	204.0155 Removing Concrete Sidewalk	11,100.000 SY	_____.	_____.
0014	204.0195 Removing Concrete Bases	42.000 EACH	_____.	_____.
0016	204.0210 Removing Manholes	4.000 EACH	_____.	_____.
0018	204.0220 Removing Inlets	106.000 EACH	_____.	_____.
0020	204.0245 Removing Storm Sewer (size) 001. 018-INCH or LESS	1,703.000 LF	_____.	_____.
0022	204.0250 Abandoning Manholes	11.000 EACH	_____.	_____.
0024	204.0280 Sealing Pipes	20.000 EACH	_____.	_____.
0026	204.0291.S Abandoning Sewer	965.000 CY	_____.	_____.
0028	205.0100 Excavation Common	37,624.000 CY	_____.	_____.
0030	213.0100 Finishing Roadway (project) 001. 2667-03-71	1.000 EACH	_____.	_____.
0032	305.0120 Base Aggregate Dense 1 1/4-Inch	41,635.000 TON	_____.	_____.



Proposal Schedule of Items

Page 2 of 19

Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	320.0145 Concrete Base 8-Inch	206.000 SY	_____.	_____.
0036	415.0080 Concrete Pavement 8-Inch	44,690.000 SY	_____.	_____.
0038	415.0210 Concrete Pavement Gaps	15.000 EACH	_____.	_____.
0040	415.1080 Concrete Pavement HES 8-Inch	930.000 SY	_____.	_____.
0042	416.0170 Concrete Driveway 7-Inch	826.000 SY	_____.	_____.
0044	416.0270 Concrete Driveway HES 7-Inch	355.000 SY	_____.	_____.
0046	416.0610 Drilled Tie Bars	50.000 EACH	_____.	_____.
0048	416.0620 Drilled Dowel Bars	406.000 EACH	_____.	_____.
0050	455.0605 Tack Coat	102.000 GAL	_____.	_____.
0052	465.0105 Asphaltic Surface	148.000 TON	_____.	_____.
0054	465.0120 Asphaltic Surface Driveways and Field Entrances	48.000 TON	_____.	_____.
0056	465.0125 Asphaltic Surface Temporary	612.000 TON	_____.	_____.
0058	465.0310 Asphaltic Curb	729.000 LF	_____.	_____.
0060	520.8000 Concrete Collars for Pipe	93.000 EACH	_____.	_____.
0062	601.0322 Concrete Curb & Gutter 22-Inch	21.000 LF	_____.	_____.
0064	601.0331 Concrete Curb & Gutter 31-Inch	17,730.000 LF	_____.	_____.



Proposal Schedule of Items

Page 3 of 19

Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0066	601.0600 Concrete Curb Pedestrian	429.000 LF	_____.	_____.
0068	602.0410 Concrete Sidewalk 5-Inch	104,240.000 SF	_____.	_____.
0070	602.0515 Curb Ramp Detectable Warning Field Natural Patina	1,272.000 SF	_____.	_____.
0072	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	2,985.000 LF	_____.	_____.
0074	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	572.000 LF	_____.	_____.
0076	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	148.000 LF	_____.	_____.
0078	611.0420 Reconstructing Manholes	1.000 EACH	_____.	_____.
0080	611.0651 Inlet Covers Type S	1.000 EACH	_____.	_____.
0082	611.2004 Manholes 4-FT Diameter	4.000 EACH	_____.	_____.
0084	611.3220 Inlets 2x2-FT	3.000 EACH	_____.	_____.
0086	611.8115 Adjusting Inlet Covers	4.000 EACH	_____.	_____.
0088	611.8120.S Cover Plates Temporary	1.000 EACH	_____.	_____.
0090	618.0100 Maintenance And Repair of Haul Roads (project) 001. 2667-03-71	1.000 EACH	_____.	_____.
0092	619.1000 Mobilization	1.000 EACH	_____.	_____.
0094	620.0100 Concrete Corrugated Median	221.000 SF	_____.	_____.



Proposal Schedule of Items

Page 4 of 19

Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	620.0300 Concrete Median Sloped Nose	366.000 SF	_____.	_____.
0098	623.0200 Dust Control Surface Treatment	98,736.000 SY	_____.	_____.
0100	624.0100 Water	608.000 MGAL	_____.	_____.
0102	625.0100 Topsoil	17,350.000 SY	_____.	_____.
0104	627.0200 Mulching	5,000.000 SY	_____.	_____.
0106	628.1504 Silt Fence	1,000.000 LF	_____.	_____.
0108	628.1520 Silt Fence Maintenance	2,000.000 LF	_____.	_____.
0110	628.1905 Mobilizations Erosion Control	12.000 EACH	_____.	_____.
0112	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.
0114	628.7005 Inlet Protection Type A	151.000 EACH	_____.	_____.
0116	628.7020 Inlet Protection Type D	229.000 EACH	_____.	_____.
0118	628.7560 Tracking Pads	6.000 EACH	_____.	_____.
0120	629.0210 Fertilizer Type B	10.900 CWT	_____.	_____.
0122	630.0300 Seeding Borrow Pit	100.000 LB	_____.	_____.
0124	631.0300 Sod Water	390.000 MGAL	_____.	_____.
0126	631.1000 Sod Lawn	17,350.000 SY	_____.	_____.



Proposal Schedule of Items

Page 5 of 19

Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0128	632.0101 Trees (species) (size) (root) 001. Taxodium Distichum Bald Cypress 3" CAL B&B	3.000 EACH	_____.	_____.
0130	632.0101 Trees (species) (size) (root) 002. Gleditsia Shademaster 2.5" CAL B&B	1.000 EACH	_____.	_____.
0132	632.0101 Trees (species) (size) (root) 003. Malus Prairefire 3" CAL B&B	2.000 EACH	_____.	_____.
0134	632.0101 Trees (species) (size) (root) 004. Accolade Elm 3" CAL B&B	2.000 EACH	_____.	_____.
0136	632.0101 Trees (species) (size) (root) 005. Callery Pear 3" CAL B&B	5.000 EACH	_____.	_____.
0138	632.0101 Trees (species) (size) (root) 006. Upright English Oak 3" CAL B&B	1.000 EACH	_____.	_____.
0140	632.0101 Trees (species) (size) (root) 007. Autumn Blaze Maple 3.5" CAL B&B	5.000 EACH	_____.	_____.
0142	632.0101 Trees (species) (size) (root) 008. Japanese Tree Lilac 2.5" CAL B&B	4.000 EACH	_____.	_____.
0144	632.0101 Trees (species) (size) (root) 009. Tulip Tree 3" CAL B&B	1.000 EACH	_____.	_____.
0146	632.0101 Trees (species) (size) (root) 010. Cumulus Serviceberry 3" CAL B&B	1.000 EACH	_____.	_____.
0148	632.0101 Trees (species) (size) (root) 011. Kentucky Coffeetree 3" CAL B&B	2.000 EACH	_____.	_____.
0150	632.0101 Trees (species) (size) (root) 012. Raspberry Spear Crabapple 2.5" CAL B&B	2.000 EACH	_____.	_____.
0152	632.0101 Trees (species) (size) (root) 013. Crimson Sunset Maple 3" CAL B&B	3.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	632.0101 Trees (species) (size) (root) 014. Dawn Redwood 3" CAL B&B	1.000 EACH	_____.	_____.
0156	632.0101 Trees (species) (size) (root) 015. Thornless Hawthorn 2.5" CAL B&B	6.000 EACH	_____.	_____.
0158	632.0101 Trees (species) (size) (root) 016. Sunburst Honeylocust 3" CAL B&B	8.000 EACH	_____.	_____.
0160	632.0101 Trees (species) (size) (root) 017. Purple Prince Crabapple 3" CAL B&B	5.000 EACH	_____.	_____.
0162	632.0101 Trees (species) (size) (root) 018. Adams Crabapple 3" CAL B&B	5.000 EACH	_____.	_____.
0164	632.0101 Trees (species) (size) (root) 019. Ft McNair Red Horsechestnut 3" CAL B&B	5.000 EACH	_____.	_____.
0166	632.0101 Trees (species) (size) (root) 020. Adirondack Crabapple 3" CAL B&B	4.000 EACH	_____.	_____.
0168	632.0101 Trees (species) (size) (root) 021. Golden Raindrops Crabapple 3" CAL B&B	1.000 EACH	_____.	_____.
0170	632.0201 Shrubs (species) (size) (root) 001. Hydrangea Annabelle 3 GAL CG	20.000 EACH	_____.	_____.
0172	632.0201 Shrubs (species) (size) (root) 002. Rose Knockout Red 4 GAL CG	20.000 EACH	_____.	_____.
0174	632.0201 Shrubs (species) (size) (root) 003. Physocarpus Diablo 5 GAL B&B	8.000 EACH	_____.	_____.
0176	632.9101 Landscape Planting Surveillance and Care Cycles	10.000 EACH	_____.	_____.
0178	638.2102 Moving Signs Type II	12.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	638.2602 Removing Signs Type II	250.000 EACH	_____.	_____.
0182	638.3000 Removing Small Sign Supports	89.000 EACH	_____.	_____.
0184	643.0300 Traffic Control Drums	33,588.000 DAY	_____.	_____.
0186	643.0410 Traffic Control Barricades Type II	13,424.000 DAY	_____.	_____.
0188	643.0420 Traffic Control Barricades Type III	49,066.000 DAY	_____.	_____.
0190	643.0500 Traffic Control Flexible Tubular Marker Posts	747.000 EACH	_____.	_____.
0192	643.0600 Traffic Control Flexible Tubular Marker Bases	747.000 EACH	_____.	_____.
0194	643.0705 Traffic Control Warning Lights Type A	98,132.000 DAY	_____.	_____.
0196	643.0715 Traffic Control Warning Lights Type C	9,158.000 DAY	_____.	_____.
0198	643.0900 Traffic Control Signs	49,534.000 DAY	_____.	_____.
0200	643.0920 Traffic Control Covering Signs Type II	40.000 EACH	_____.	_____.
0202	643.1050 Traffic Control Signs PCMS	10.000 DAY	_____.	_____.
0204	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0206	644.1410 Temporary Pedestrian Surface Asphalt	3,300.000 SF	_____.	_____.
0208	644.1601 Temporary Pedestrian Curb Ramp	3,318.000 DAY	_____.	_____.
0210	644.1810 Temporary Pedestrian Barricade	1,498.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	646.1020 Marking Line Epoxy 4-Inch	27,651.000 LF	_____.	_____.
0214	646.3020 Marking Line Epoxy 8-Inch	2,612.000 LF	_____.	_____.
0216	646.5020 Marking Arrow Epoxy	118.000 EACH	_____.	_____.
0218	646.5120 Marking Word Epoxy	1.000 EACH	_____.	_____.
0220	646.5220 Marking Symbol Epoxy	73.000 EACH	_____.	_____.
0222	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,311.000 LF	_____.	_____.
0224	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	3,312.000 LF	_____.	_____.
0226	646.8020 Marking Corrugated Median Epoxy	86.000 SF	_____.	_____.
0228	646.8120 Marking Curb Epoxy	1,207.000 LF	_____.	_____.
0230	646.8220 Marking Island Nose Epoxy	35.000 EACH	_____.	_____.
0232	646.9000 Marking Removal Line 4-Inch	10,531.000 LF	_____.	_____.
0234	646.9100 Marking Removal Line 8-Inch	755.000 LF	_____.	_____.
0236	646.9200 Marking Removal Line Wide	32.000 LF	_____.	_____.
0238	646.9300 Marking Removal Special Marking	26.000 EACH	_____.	_____.
0240	649.0105 Temporary Marking Line Paint 4-Inch	19,386.000 LF	_____.	_____.
0242	649.0150 Temporary Marking Line Removable Tape 4-Inch	38,065.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	649.0250 Temporary Marking Line Removable Tape 8-Inch	208.000 LF	_____.	_____.
0246	649.0550 Temporary Marking Arrow Removable Tape	6.000 EACH	_____.	_____.
0248	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	186.000 LF	_____.	_____.
0250	649.0970 Temporary Marking Removable Mask Out Tape 10-Inch	1,010.000 LF	_____.	_____.
0252	650.4000 Construction Staking Storm Sewer	129.000 EACH	_____.	_____.
0254	650.4500 Construction Staking Subgrade	17,319.000 LF	_____.	_____.
0256	650.5000 Construction Staking Base	118.000 LF	_____.	_____.
0258	650.5500 Construction Staking Curb Gutter and Curb & Gutter	118.000 LF	_____.	_____.
0260	650.7000 Construction Staking Concrete Pavement	17,319.000 LF	_____.	_____.
0262	650.8500 Construction Staking Electrical Installations (project) 001. 2667-03-71	LS	LUMP SUM	_____.
0264	650.9000 Construction Staking Curb Ramps	106.000 EACH	_____.	_____.
0266	650.9910 Construction Staking Supplemental Control (project) 001. 2667-03-71	LS	LUMP SUM	_____.
0268	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	360.000 LF	_____.	_____.
0270	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	16,005.000 LF	_____.	_____.



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Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	5,435.000 LF	_____.	_____.
0274	652.0615 Conduit Special 3-Inch	1,595.000 LF	_____.	_____.
0276	653.0905 Removing Pull Boxes	2.000 EACH	_____.	_____.
0278	654.0101 Concrete Bases Type 1	17.000 EACH	_____.	_____.
0280	654.0102 Concrete Bases Type 2	2.000 EACH	_____.	_____.
0282	654.0105 Concrete Bases Type 5	87.000 EACH	_____.	_____.
0284	654.0110 Concrete Bases Type 10	4.000 EACH	_____.	_____.
0286	654.0120 Concrete Bases Type 10-Special	12.000 EACH	_____.	_____.
0288	655.0230 Cable Traffic Signal 5-14 AWG	4,105.000 LF	_____.	_____.
0290	655.0260 Cable Traffic Signal 12-14 AWG	4,215.000 LF	_____.	_____.
0292	655.0280 Cable Traffic Signal 19-14 AWG	2,305.000 LF	_____.	_____.
0294	655.0305 Cable Type UF 2-12 AWG Grounded	10,910.000 LF	_____.	_____.
0296	655.0515 Electrical Wire Traffic Signals 10 AWG	4,125.000 LF	_____.	_____.
0298	655.0900 Traffic Signal EVP Detector Cable	4,010.000 LF	_____.	_____.
0300	657.0100 Pedestal Bases	17.000 EACH	_____.	_____.
0302	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	89.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0304	657.0305 Poles Type 2	2.000 EACH	_____.	_____.
0306	657.0350 Poles Type 10	4.000 EACH	_____.	_____.
0308	657.0352 Poles Type 10-Special	12.000 EACH	_____.	_____.
0310	657.0405 Traffic Signal Standards Aluminum 3.5-FT	1.000 EACH	_____.	_____.
0312	657.0420 Traffic Signal Standards Aluminum 13-FT	11.000 EACH	_____.	_____.
0314	657.0425 Traffic Signal Standards Aluminum 15-FT	5.000 EACH	_____.	_____.
0316	657.0525 Monotube Arms 25-FT	1.000 EACH	_____.	_____.
0318	657.0530 Monotube Arms 30-FT	3.000 EACH	_____.	_____.
0320	657.0536 Monotube Arms 35-FT-Special	9.000 EACH	_____.	_____.
0322	657.0541 Monotube Arms 40-FT-Special	3.000 EACH	_____.	_____.
0324	658.0173 Traffic Signal Face 3S 12-Inch	92.000 EACH	_____.	_____.
0326	658.0174 Traffic Signal Face 4S 12-Inch	8.000 EACH	_____.	_____.
0328	658.0175 Traffic Signal Face 5S 12-Inch	2.000 EACH	_____.	_____.
0330	658.0412 Pedestrian Signal Face 12-Inch	48.000 EACH	_____.	_____.
0332	658.0500 Pedestrian Push Buttons	6.000 EACH	_____.	_____.
0334	658.5069 Signal Mounting Hardware (location) 001. Humboldt & North Ave	LS	LUMP SUM	_____.



Proposal Schedule of Items

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Proposal ID: 20220208014 Project(s): 2667-03-71

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Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0336	658.5069 Signal Mounting Hardware (location) 002. Humboldt & Wright St.	LS	LUMP SUM	_____.
0338	658.5069 Signal Mounting Hardware (location) 003. Humboldt & Center St	LS	LUMP SUM	_____.
0340	658.5069 Signal Mounting Hardware (location) 004. Humboldt & Locust St	LS	LUMP SUM	_____.
0342	658.5069 Signal Mounting Hardware (location) 005. Humboldt & Burleigh St	LS	LUMP SUM	_____.
0344	658.5069 Signal Mounting Hardware (location) 006. Humboldt & Keefe Ave	LS	LUMP SUM	_____.
0346	674.0300 Remove Cable	10.000 LF	_____.	_____.
0348	690.0150 Sawing Asphalt	2,188.000 LF	_____.	_____.
0350	690.0250 Sawing Concrete	9,943.000 LF	_____.	_____.
0352	715.0715 Incentive Flexural Strength Concrete Pavement	13,680.000 DOL	1.00000	13,680.00
0354	715.0720 Incentive Compressive Strength Concrete Pavement	13,680.000 DOL	1.00000	13,680.00
0356	740.0440 Incentive IRI Ride	12,115.000 DOL	1.00000	12,115.00
0358	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	7,500.000 HRS	5.00000	37,500.00
0360	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	11,200.000 HRS	5.00000	56,000.00
0362	SPV.0060 Special 001. Temporary Bus Loading Zone	28.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20220208014 Project(s): 2667-03-71

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Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0364	SPV.0060 Special 002. Adjusting Water Service Boxes	94.000 EACH	_____.	_____.
0366	SPV.0060 Special 003. Adjusting Water Manholes Frame and Lid	28.000 EACH	_____.	_____.
0368	SPV.0060 Special 004. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Arro	4.000 EACH	_____.	_____.
0370	SPV.0060 Special 005. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Sym	5.000 EACH	_____.	_____.
0372	SPV.0060 Special 006. Install City Furnished Sign	298.000 EACH	_____.	_____.
0374	SPV.0060 Special 015. Signature Beds	2.000 EACH	_____.	_____.
0376	SPV.0060 Special 020. Catmint Blue Wonder 2 GAL CG	20.000 EACH	_____.	_____.
0378	SPV.0060 Special 021. Hemerocallis Strawberry Fields 2 GAL CG	64.000 EACH	_____.	_____.
0380	SPV.0060 Special 022. Paeonia Kansas4 GAL CG	18.000 EACH	_____.	_____.
0382	SPV.0060 Special 023. Perovskia Jean Baby 3 GAL CG	18.000 EACH	_____.	_____.
0384	SPV.0060 Special 030. Internal Sanitary Manhole Seals	1.000 EACH	_____.	_____.
0386	SPV.0060 Special 040. Section Corner Monuments	4.000 EACH	_____.	_____.
0388	SPV.0060 Special 050. Utility Line Opening (ULO)	16.000 EACH	_____.	_____.
0390	SPV.0060 Special 060. Field Facilities Office Space	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20220208014 Project(s): 2667-03-71

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Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0392	SPV.0060 Special 102. Inlet Covers Type MS 57	120.000 EACH	_____.	_____.
0394	SPV.0060 Special 103. Manhole Covers Type MS 58-A	88.000 EACH	_____.	_____.
0396	SPV.0060 Special 105. Manhole Covers Type MS 23-A	6.000 EACH	_____.	_____.
0398	SPV.0060 Special 110. Catch Basin Type 44A	113.000 EACH	_____.	_____.
0400	SPV.0060 Special 111. Catch Basin Type 44B	9.000 EACH	_____.	_____.
0402	SPV.0060 Special 120. Inlet Cover Type MS 60	2.000 EACH	_____.	_____.
0404	SPV.0060 Special 130. Storm Sewer Tap	93.000 EACH	_____.	_____.
0406	SPV.0060 Special 201. Install Precast Controller Base	6.000 EACH	_____.	_____.
0408	SPV.0060 Special 205. ATC Controller And Cabinet Installed	6.000 EACH	_____.	_____.
0410	SPV.0060 Special 212. Fiber Optic Patch Panel	6.000 EACH	_____.	_____.
0412	SPV.0060 Special 213. Ethernet Switch	6.000 EACH	_____.	_____.
0414	SPV.0060 Special 215. Electrical Service Pedestal	6.000 EACH	_____.	_____.
0416	SPV.0060 Special 218. EVP 1 Chanel 1 Direction Infrared Detector	23.000 EACH	_____.	_____.
0418	SPV.0060 Special 221. EVP Phase Selector Card 4 Channel	6.000 EACH	_____.	_____.
0420	SPV.0060 Special 223. EVP Confirmation Light	23.000 EACH	_____.	_____.



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Proposal ID: 20220208014 Project(s): 2667-03-71

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Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0422	SPV.0060 Special 224. Vehicular Video Detection System - 1 Camera	1.000 EACH	_____.	_____.
0424	SPV.0060 Special 225. Vehicular Video Detection System - 2 Cameras	5.000 EACH	_____.	_____.
0426	SPV.0060 Special 228. Electrical Riser	1.000 EACH	_____.	_____.
0428	SPV.0060 Special 267. Pedestrian Countdown Signal Face 12 Inch	48.000 EACH	_____.	_____.
0430	SPV.0060 Special 268. Voice Instruction Audible Push button	16.000 EACH	_____.	_____.
0432	SPV.0060 Special 269. Voice Instruction Audible Control Unit	2.000 EACH	_____.	_____.
0434	SPV.0060 Special 302. Fiberglass/Polymer Concrete Pull Boxes 13-Inch x 24-Inch x 24-Inch	101.000 EACH	_____.	_____.
0436	SPV.0060 Special 303. Pull Boxes 17" X 30" X 24"	50.000 EACH	_____.	_____.
0438	SPV.0060 Special 319. Poles Type 19' Bolt Down AL	18.000 EACH	_____.	_____.
0440	SPV.0060 Special 321. Poles Type 30' Bolt Down AL	69.000 EACH	_____.	_____.
0442	SPV.0060 Special 334. Lighting System Temporary	88.000 EACH	_____.	_____.
0444	SPV.0060 Special 345. Luminaire Arms Single Member 6-FT	152.000 EACH	_____.	_____.
0446	SPV.0060 Special 374. Luminaire Utility1 LED2	16.000 EACH	_____.	_____.
0448	SPV.0060 Special 375. Luminaire Architectural 2 LED2	136.000 EACH	_____.	_____.



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Proposal ID: 20220208014 Project(s): 2667-03-71

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Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0450	SPV.0060 Special 387. Remove Luminaire Complete	1.000 EACH	_____.	_____.
0452	SPV.0060 Special 388. Remove Lighting Units	93.000 EACH	_____.	_____.
0454	SPV.0060 Special 400. Adjusting CUC Manhole Cover	17.000 EACH	_____.	_____.
0456	SPV.0060 Special 401. 4' Diameter Manhole Type CUC	11.000 EACH	_____.	_____.
0458	SPV.0060 Special 410. 4' Diameter "Doghouse" Manhole Type CUC	1.000 EACH	_____.	_____.
0460	SPV.0060 Special 413. 5' Diameter "Doghouse" Manhole Type CUC Installed Over Conduit	4.000 EACH	_____.	_____.
0462	SPV.0060 Special 420. Removing CUC Manholes	1.000 EACH	_____.	_____.
0464	SPV.0060 Special 425. Installing Conduit Into Existing Manhole	14.000 EACH	_____.	_____.
0466	SPV.0060 Special 999. Water Main Protection	4.000 EACH	_____.	_____.
0468	SPV.0090 Special 001. Construction Staking Concrete Sidewalk	16,594.000 LF	_____.	_____.
0470	SPV.0090 Special 002. Concrete Curb and Gutter Integral 19-Inch	13,222.000 LF	_____.	_____.
0472	SPV.0090 Special 010. Marking Line Epoxy 6-Inch	14,480.000 LF	_____.	_____.
0474	SPV.0090 Special 011. Marking Line Epoxy 24-Inch	794.000 LF	_____.	_____.
0476	SPV.0090 Special 020. Concrete Sidewalk, Cold Weather Covering, Plastic 1 Layer	3,960.000 LF	_____.	_____.



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Proposal ID: 20220208014 Project(s): 2667-03-71

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Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0478	SPV.0090 Special 021. Concrete Sidewalk, Cold Weather Covering, Plastic 2 Layer	3,960.000 LF	_____.	_____.
0480	SPV.0090 Special 022. Concrete Sidewalk, Cold Weather Covering, Plastic/Hay/Plastic or BI	3,960.000 LF	_____.	_____.
0482	SPV.0090 Special 023. Concrete Curb and Gutter, Cold Weather Covering, Plastic 1 Layer	3,960.000 LF	_____.	_____.
0484	SPV.0090 Special 024. Concrete Curb and Gutter, Cold Weather Covering, Plastic 2 Layer	3,960.000 LF	_____.	_____.
0486	SPV.0090 Special 025. Concrete Curb and Gutter and Barrie, Cold Weather Covering, Plastic/Hay/Bl	3,960.000 LF	_____.	_____.
0488	SPV.0090 Special 050. Storm Sewer Pipe Corrugated PVC 12-Inch	100.000 LF	_____.	_____.
0490	SPV.0090 Special 201. Install Fiber Optic Cable Outdoor Plant 72 Count Contractor Supplied	9,500.000 LF	_____.	_____.
0492	SPV.0090 Special 306. Electrical Cable Type 3#6/1#8 XLP USE - 2	500.000 LF	_____.	_____.
0494	SPV.0090 Special 307. Electrical Cable Type 3#4/1#8 LTP	390.000 LF	_____.	_____.
0496	SPV.0090 Special 308. Electrical Cable Type 3#2/1#8 XLPE USE - 2	20,850.000 LF	_____.	_____.
0498	SPV.0090 Special 319. Liquid Tight Flexible Non-Metallic Conduit 1-1/2 Inch	50.000 LF	_____.	_____.
0500	SPV.0090 Special 401. 1-Duct Conduit, Cement Encased, 4-Inch Rigid Nonmetallic DB-60	85.000 LF	_____.	_____.



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Proposal ID: 20220208014 Project(s): 2667-03-71

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Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0502	SPV.0090 Special 402. 2-Duct Conduit, Cement Encased, 4-Inch Rigid Nonmetallic DB-60	391.000 LF	_____.	_____.
0504	SPV.0090 Special 404. 4-Duct Conduit, Cement Encased, 4-Inch Rigid Nonmetallic DB-60	259.000 LF	_____.	_____.
0506	SPV.0090 Special 406. 6-Duct Conduit, Cement Encased, 4-Inch Rigid Nonmetallic DB-60	7,969.000 LF	_____.	_____.
0508	SPV.0090 Special 408. 8-Duct Conduit, Cement Encased, 4-Inch Rigid Nonmetallic DB-60	63.000 LF	_____.	_____.
0510	SPV.0165 Special 001. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Pane	2,701.000 SF	_____.	_____.
0512	SPV.0180 Special 001. Concrete Pavement Joint Sealing	51,055.000 SY	_____.	_____.
0514	SPV.0180 Special 002. Track Zone Removal	3,880.000 SY	_____.	_____.
0516	SPV.0180 Special 010. Concrete Pavement Cold Weather Covering Plastic 1 Layer	12,000.000 SY	_____.	_____.
0518	SPV.0180 Special 011. Concrete Pavement Cold Weather Covering Plastic 2 Layers	12,000.000 SY	_____.	_____.
0520	SPV.0180 Special 012. Concrete Pavement Cold Weather Covering Plastic/Hay/Plastic or Blau	12,000.000 SY	_____.	_____.
0522	SPV.0195 Special 001. Management of Solid Waste	100.000 TON	_____.	_____.
0524	SPV.0195 Special 002. Excavation Hauling & Disposal Of Creosote Contaminated Soil	258.000 TON	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20220208014 Project(s): 2667-03-71

Federal ID(s): WISC 2022166

Section: 0001

Total: _____.

Total Bid: _____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

January 31, 2022

**Division of Transportation Systems
Development**

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of February 8, 2022

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 04 – 10, 13 – 19, 21 – 24, 26, 27, 29 – 32, 34 – 37, 39, 41 – 43, 45, 47, and 50 – 52; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposals 04, 15, and 29; and WI 15 Heavy Davis Bacon Prevailing Wage Rates that are included in proposal 10. These wage rates are effective for all proposals they are included in in the February 8, 2022 letting. The updated wage rates are dated January 21, 2022 and are effective on or after January 31, 2022.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

"General Decision Number: WI20220010 01/21/2022

Superseded General Decision Number: WI20210010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022

BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.68	23.40

BRWI0003-002 06/01/2020

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

BRWI0006-002 06/01/2020

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48

BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72

BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0019-002 06/01/2020

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22

BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43

CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,
CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except
area bordering Michigan State Line), FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,
JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,
MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.
of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,
PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,
ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS,
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

 CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON
 COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

 CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

 * ELEC0014-002 12/26/2021

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
 (except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
 Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
 CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
 CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
 COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.83	21.89

 ELEC0014-007 05/30/2021

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 28.50	15.92

Low voltage construction, installation, maintenance and
 removal of teledata facilities (voice, data, and video)
 including outside plant, telephone and data inside wire,
 interconnect, terminal equipment, central offices, PABX,

fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

* ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 06/01/2020

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,

Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.85	26%+11.20

ELEC0430-002 06/01/2021		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 43.45	24.89

ELEC0494-005 06/01/2021		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0494-013 06/01/2021		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit,

wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2021

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.66	29.50%+10.00

ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-005 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.62	23.80
Group 2.....	\$ 41.12	23.80
Group 3.....	\$ 40.62	23.80
Group 4.....	\$ 40.36	23.80
Group 5.....	\$ 40.07	23.80
Group 6.....	\$ 34.17	23.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour
EPA Level ""B"" protection - \$2.00 per hour
EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

 IRON0008-002 06/01/2021

 BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.75	27.06

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 05/03/2021

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80

LAB00113-002 06/01/2021

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.40	22.26
Group 2.....	\$ 31.55	22.26
Group 3.....	\$ 31.75	22.26
Group 4.....	\$ 31.90	22.26
Group 5.....	\$ 32.05	22.26
Group 6.....	\$ 27.89	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2021

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.65	22.26
Group 2.....	\$ 30.75	22.26
Group 3.....	\$ 30.80	22.26
Group 4.....	\$ 31.00	22.26
Group 5.....	\$ 30.85	22.26
Group 6.....	\$ 27.74	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2021

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.46	22.26
Group 2.....	\$ 30.61	22.26
Group 3.....	\$ 30.81	22.26
Group 4.....	\$ 30.78	22.26
Group 5.....	\$ 31.11	22.26
Group 6.....	\$ 27.60	22.26

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

LABORER

Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2020

DANE COUNTY

Rates Fringes

LABORER

Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

PAIN0108-002 06/01/2021

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.52	23.27

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2021

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.70	24.50
Brush.....	\$ 35.95	24.50
Spray & Sandblast.....	\$ 36.70	24.50

PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,

ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.98	18.78

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2021

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 29.98	18.78

PAIN0934-001 06/01/2021

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.52	23.27
Spray.....	\$ 37.52	23.27
Structural Steel.....	\$ 36.67	23.27

PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,

LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,
PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR,
VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA
CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: WI20220008 01/21/2022

Superseded General Decision Number: WI20210008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022

BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2020		

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.68	23.40

BRWI0003-002 06/01/2020		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2020		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

BRWI0006-002 06/01/2020		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48

BRWI0007-002 06/01/2020		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72

BRWI0008-002 06/01/2020		

MILWAUKEE, OZAUCHEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

BRWI0009-001 06/01/2020

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0013-002 06/03/2019

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.56	24.23

BRWI0019-002 06/01/2020

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22

BRWI0021-002 06/01/2020

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.80	24.97

BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43

CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,

BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

CARP2337-003 06/01/2019

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

* ELEC0014-002 12/26/2021

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.83	21.89

ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and
Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
Florence and Homestead) AND MARINETTE COUNTY (Township of

Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

* ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 06/01/2020

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.85	26%+11.20

ELEC0430-002 06/01/2021

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 43.45	24.89

ELEC0494-005 06/01/2021

MILWAUKEE, OZAUCKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

ELEC0577-003 06/01/2021

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton,

and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.66	29.50%+10.00

ELEC0890-003 06/01/2021		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

ENGI0139-003 06/01/2020		

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 42.92	23.15
Group 2.....	\$ 41.67	23.15
Group 3.....	\$ 39.97	23.15
Group 4.....	\$ 39.44	23.15
Group 5.....	\$ 37.37	23.15
Group 6.....	\$ 35.84	23.15

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour
 EPA Level "B" Protection: \$2.00 per hour
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion

Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

 ENGI0139-007 06/01/2020

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.64	23.25
Group 2.....	\$ 40.86	23.25
Group 3.....	\$ 39.91	23.25
Group 4.....	\$ 38.86	23.25
Group 5.....	\$ 37.46	23.25

HAZARDOUS WASTE PREMIUMS:
 EPA Level "A" Protection: \$3.00 per hour
 EPA Level "B" Protection: \$2.00 per hour
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame 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 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.75	27.06

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 05/03/2021

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80

LAB00113-004 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 16.38	21.08
Group 2.....	\$ 18.65	21.08
Group 3.....	\$ 22.19	21.08
Group 4.....	\$ 31.56	21.08
Group 5.....	\$ 31.70	21.08
Group 6.....	\$ 31.76	21.08
Group 7.....	\$ 34.77	21.08
Group 8.....	\$ 37.59	21.08
Group 9.....	\$ 38.23	21.08

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;
Pipe Layer; Rock Driller and Joint Man; Timber Man and
Concrete Brusher; Bracer in Trench Behind Machine & Tight
Sheeting; Concrete Formsetter and Shoveler; Jackhammer
Operator

GROUP 9: Blaster

LAB00113-005 06/01/2020

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 23.05	21.08
Group 2.....	\$ 28.98	21.08
Group 3.....	\$ 32.34	21.08
Group 4.....	\$ 34.11	21.08

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30
lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation,
Wire Mesh and Reinforcement, Concrete Worker, Form
Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 22.19	21.08
Group 2.....	\$ 31.70	21.08
Group 3.....	\$ 31.76	21.08
Group 4.....	\$ 34.77	21.08
Group 5.....	\$ 34.91	21.08
Group 6.....	\$ 37.59	21.08
Group 7.....	\$ 38.23	21.08

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

* LAB00113-009 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 22.19	21.08
Group 2.....	\$ 31.70	21.08
Group 3.....	\$ 35.31	21.08
Group 4.....	\$ 36.11	21.08
Group 5.....	\$ 36.23	21.08
Group 6.....	\$ 38.93	21.08
Group 7.....	\$ 39.55	21.08

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

*Compressed Air 15 - 30 lbs add \$2.00 to all classifications
*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder &
Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack
Hammer Operator; Caisson Worker; Pielayer and Joint Man;
Bracerman; Nozzle Man on Gunite; Timber Man; Concrete
Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE,
FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA,
JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK,
PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER,
SHAWANO, SHEBOYGAN, TAYLOR, TREMPPEALEAU, VERNON, VILAS,
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 29.33	17.88
Group 2.....	\$ 31.18	17.88
Group 3.....	\$ 31.48	17.88
Group 4.....	\$ 32.13	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00,
15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form
Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/01/2020

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.23	17.88
Group 2.....	\$ 31.43	17.88
Group 3.....	\$ 31.63	17.88
Group 4.....	\$ 32.38	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add
\$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete
Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/01/2020

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 29.02	17.88
Group 2.....	\$ 31.08	17.88
Group 3.....	\$ 31.28	17.88
Group 4.....	\$ 32.03	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:
0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add
\$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper;
Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of

shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN
COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,
CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,
FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,
LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,
PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR,
VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA
CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEREAU, AND
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: WI20220015 01/21/2022

Superseded General Decision Number: WI20210015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022

BOIL0107-001 01/01/2021

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 39.52	31.50
Small Boiler Repair (under		
25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2020		

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.68	23.40

BRWI0003-002 06/01/2020		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2020		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

BRWI0006-002 06/01/2020		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48

BRWI0007-002 06/01/2020		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72

BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

BRWI0009-001 06/01/2020

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0013-002 06/03/2019

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.56	24.23

BRWI0019-002 06/01/2020

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22

BRWI0021-002 06/01/2020

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.80	24.97

BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43

CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016		

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

 CARP2337-003 06/01/2019

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

 * ELEC0014-002 12/26/2021

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
 (except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
 Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
 CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
 CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
 COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.83	21.89

 ELEC0014-007 05/30/2021

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 28.50	15.92

Low voltage construction, installation, maintenance and
 removal of teledata facilities (voice, data, and video)
 including outside plant, telephone and data inside wire,
 interconnect, terminal equipment, central offices, PABX,
 fiber optic cable and equipment, micro waves, V-SAT,
 bypass, CATV, WAN (wide area networks), LAN (local area
 networks), and ISDN (integrated systems digital network).

 ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

 ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),

MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and
Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
Florence and Homestead) AND MARINETTE COUNTY (Township of
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

* ELEC0242-005 05/30/2021		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 06/01/2020		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,
Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,
MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area
West of a line 6 miles West of the West boundary of Oconto
County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS
AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.85	26%+11.20

ELEC0430-002 06/01/2021		

RACINE COUNTY (Except Burlington Township)

Rates	Fringes
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Electricians:.....	\$ 43.45	24.89
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ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
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Electricians:.....	\$ 44.39	25.67
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ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates	Fringes
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Electricians:.....	\$ 37.91	22.74
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ELEC0494-013 06/01/2021

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
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Sound & Communications

Installer.....	\$ 22.39	18.80
Technician.....	\$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2021

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

Rates	Fringes
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Electricians:.....\$ 35.66 29.50%+10.00

ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
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Electricians:.....	\$ 39.00	25.95%+11.17
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ELEC0953-001 06/02/2019

	Rates	Fringes
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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

ENGI0139-001 06/01/2020

KENOSHA, MILWAUKEE, OZAUCREE, RACINE, WASHINGTON, AND WAUKESHA
COUNTIES

	Rates	Fringes
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Power Equipment Operator

Group 1.....	\$ 47.66	23.15
Group 2.....	\$ 47.16	23.15
Group 3.....	\$ 46.66	23.15
Group 4.....	\$ 45.97	23.15
Group 5.....	\$ 42.39	23.15
Group 6.....	\$ 37.24	23.15

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour

EPA Level "B" Protection: \$2.00 per hour

EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and
Derricks with or w/o attachments with a lifting capacity of
over 100 tons; or Cranes, Tower Cranes, Pedestal Tower
Cranes and Derricks with boom, leads, and/or jib lengths
measuring 176 feet or longer; Self-Erecting Tower Cranes
over 4000 lbs lifting capacity; All Cranes with Boom
Dollies; Boring Machines (directional); Master Mechanic.
\$0.50 additional per hour per 100 tons or 100 ft of boom
over 200 ft or lifting capacity of crane over 200 tons to a
maximum of 300 tons or 300 ft. Thereafter an increase of
\$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and
Derricks with or without attachments with a lifting
capacity of 100 tons or less; or Cranes, Tower Cranes
Portable Tower Cranes, Pedestal Tower Cranes and Derricks

with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs;Self-erecting Tower Crane 4000 lbs & under lifting capacity;Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

ENGI0139-003 06/01/2020

REMAINING COUNTIES

	Rates	Fringes
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Power Equipment Operator		
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Group 1.....	\$ 42.92	23.15
Group 2.....	\$ 41.67	23.15
Group 3.....	\$ 39.97	23.15
Group 4.....	\$ 39.44	23.15
Group 5.....	\$ 37.37	23.15
Group 6.....	\$ 35.84	23.15

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour

EPA Level ""B"" Protection: \$2.00 per hour

EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without

attachments; Power Pack Vibratory/Ultra Sound Driver and
Extractor; Fireman (Asphalt Plants); Screed Operator; Stone
Crushers and Screening Plants; Air, Electric, Hydraulic
Jacks (Slip Form); Prestress Machines; Air Compressor, 400
CFM or over; Refrigeration Plant/Freeze Machine; Boiler
Operators (temporary heat); Forklifts; Welding Machines;
Generators; Pumps over 3"; Heaters, Mechanical; Combination
small equipment operator; Winches, small electric; Oiler;
Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.75	27.06

IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 05/03/2021

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80

LAB00113-002 06/01/2021

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.40	22.26
Group 2.....	\$ 31.55	22.26
Group 3.....	\$ 31.75	22.26
Group 4.....	\$ 31.90	22.26
Group 5.....	\$ 32.05	22.26
Group 6.....	\$ 27.89	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2021

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.65	22.26
Group 2.....	\$ 30.75	22.26
Group 3.....	\$ 30.80	22.26
Group 4.....	\$ 31.00	22.26
Group 5.....	\$ 30.85	22.26
Group 6.....	\$ 27.74	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2021

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.46	22.26
Group 2.....	\$ 30.61	22.26
Group 3.....	\$ 30.81	22.26
Group 4.....	\$ 30.78	22.26
Group 5.....	\$ 31.11	22.26
Group 6.....	\$ 27.60	22.26

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,

DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
 GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
 JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
 MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
 OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,
 RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
 CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
 Demolition and Wrecking Laborer; Guard Rail, Fence, and
 Bridge Builder; Landscaper; Multiplate Culvert Assembler;
 Stone Handler; Bituminous Worker (Shoveler, Loader, and
 Utility Man); Batch Truck Dumper or Cement Handler;
 Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
 Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
 (Pavement); Vibrator or Tamper Operator (Mechanical Hand
 Operated); Chain Saw Operator, Demolition Burning Torch
 Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
 (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

 LAB00464-003 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
 Demolition and Wrecking Laborer; Guard Rail, Fence, and
 Bridge Builder; Landscaper; Multiplate Culvert Assembler;
 Stone Handler; Bituminous Worker (Shoveler, Loader, and

Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

PAIN0108-002 06/01/2021

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.52	23.27

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2021

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.70	24.50
Brush.....	\$ 35.95	24.50
Spray & Sandblast.....	\$ 36.70	24.50

PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.98	18.78

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2021

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 29.98	18.78

PAIN0934-001 06/01/2021

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.52	23.27
Spray.....	\$ 37.52	23.27
Structural Steel.....	\$ 36.67	23.27

PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40

Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/07/2018

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.63	20.72

PLUM0075-002 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.27	21.47

PLUM0075-004 06/01/2016

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.52	21.47

PLUM0075-009 06/01/2016

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
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PLUMBER.....	\$ 38.82	20.12
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PLUM0111-007 05/28/2018

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.33	24.48

PLUM0118-002 06/01/2021

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 45.98	25.05

PLUM0400-003 05/31/2021

ADAMS,BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE,KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 44.88	20.65

PLUM0434-002 05/30/2021

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 44.65	20.72

PLUM0601-003 06/01/2021

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 48.81	27.80

PLUM0601-009 06/01/2021

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 50.55	26.05

TEAM0039-002 06/01/2021

	Rates	Fringes
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TRUCK DRIVER

1 & 2 Axle Trucks.....\$ 32.57	23.81
3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic.....\$ 32.72	23.81

SUWI2011-001 11/16/2011

Rates Fringes

WELL DRILLER.....\$ 16.52

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then

the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



Wisconsin Department of Transportation

January 10, 2022

**Division of Transportation Systems
Development**

Bureau of Project Development
4802 Sheboygan Avenue, Rm 601
P O Box 7916
Madison, WI 53707-7916

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #14 2667-03-71
N Humboldt Boulevard,
E North Ave to E Keefe Ave
Loc Str
Milwaukee County

Letting of February 8, 2022

This is Addendum No. 01, which provides the following:

Special Provisions:

Added Special Provisions	
Article No.	Description
91	Notice to the Contractor – Non-Mandatory Pre-Bid Meeting

Deleted Special Provisions	
Article No.	Description
2	Notice to the Contractor – Mandatory Pre-Bid Meeting

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

January 10, 2022

2. DELETED

END OF ADDENDUM



Wisconsin Department of Transportation

February 1, 2022

**Division of Transportation Systems
Development**

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #14: 2667-03-71, WISC 2022166
N Humboldt Boulevard,
E North Ave to E Keefe Ave
Loc Str
Milwaukee County

Letting of February 8, 2022

This is Addendum No. 02, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
7	Utilities

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 02

2667-03-71

February 1, 2022

Special Provisions

7. Utilities.

Replace paragraph three with the following:

The project contains numerous utility manholes located within the construction area. The utility companies have been advised of the requirement to coordinate adjusting their manhole covers in conjunction with the contractor's operations. Provide a minimum of 14 working days advance notice to each manhole owner before commencing construction operations over affected manholes. In addition, provide 14 working days advance notice so utilities may set their covers to match final pavement elevations.

*Replace entire second to last paragraph under section titled **A. AT&T Wisconsin** with the following:*

Manhole adjustments require 1 working day per location. Provide a 14 working day notice (and a 7 business day reminder notice) to inform Mr. Jay Bulanek that the site is ready for excavation or construction to coordinate work.

*Replace entire section titled **Section C.3. Forestry** with the following:*

The City of Milwaukee has irrigation within the existing medians throughout the project. The city will relocate irrigation taps within the project limits prior to construction.

Provide 14 working day notice to Forestry to inform that the site is ready for excavation or construction to coordinate locations near irrigation tap facilities.

City of Milwaukee Forestry plumbing contractor will furnish and install a new water service to be connected to the existing water main at Sta. 114+50 in coordination with paving operations. Plumbing facilities will be installed before paving within Stage 1 and will be completed within two (2) working days. Provide a 14 working day notice to Forestry to inform that the site is ready for excavation.

Contact James Kringer at (414) 708-2428 to coordinate the work and with any questions or concerns.

*Replace paragraph eight under section titled **Section C.4. Street Lighting** with the following:*

Report any accidental damages to street lighting facilities, as soon as possible to Street Lighting Shop Dispatcher (414) 286-5944.

*Replace paragraphs two and three under section titled **C.5. Traffic Signals** with the following:*

Remove existing pull boxes and signal bases. Furnish and install electrical conduit, pullboxes, concrete bases, electrical wiring, poles, arms, standards, pedestal bases, and traffic signals. Furnish and install all other items such as SPV.0060.201 through SPV.0060.269, SPV.0060.303, SPV.0090.201, SPV.0090.307 and other appurtenances to make the permanent traffic control equipment complete between East North Avenue and East Keefe Avenue.

Prior to construction, the City of Milwaukee will install temporary overhead and temporary traffic signals as needed; and remove/relocate conflicting traffic signal equipment including traffic signal poles, standards, and cabinets. Additionally, all existing vehicle loop detectors within the project limits will be discontinued by City

of Milwaukee forces prior to paving operations, or in coordination with paving operations. This work will take 30 working days to complete.

*Replace last three paragraphs under section titled **C.6. Water Works** with the following:*

Milwaukee Water Works anticipates hydrant relocation work will begin on April 4, 2022 and this work will take 20 working days.

Water manholes will be adjusted by the contractor as part of the paving project. See item Adjusting Water Manholes Frame and Lids.

Contact Mr. Dave Goldapp at (414) 286-6301 or (414) 708-2695 for coordination of the work.

*Replace entire section titled **F. Midwest Fiber Network (MWFN)** with the following:*

F. Midwest Fiber Network (MWFN)

Midwest Fiber Networks has underground facilities within the limits of the project. Contract Network Operations Center [NOC] at (866) 861-1661 to arrange verification for active facilities.

Midwest Fiber Networks forces will place fiber optic underneath sidewalk in the northern pedestrian way along E Chambers Street to a point crossing Humboldt Boulevard to its eastern pedestrian way at the following station:

Station 152+13

Midwest Fiber Networks forces will place fiber optic underneath sidewalk in the eastern pedestrian way within Humboldt Boulevard at the following stations and offset:

Station 152+13 to Station 155+72

Midwest Fiber Networks forces will place fiber optic underneath E Chambers Street at the following station to an existing handhole:

Station 155+72

Midwest Fiber Network anticipates fiber optic cable work will begin on February 14, 2022 and will take 15 working days.

Contact Cori Schmuki at (414) 459-3561 or (414) 349-2764 with questions or concerns.

*Replace paragraphs three and four under section titled **I. WE Energies - Electric** with the following:*

WE Energies – Electric forces will conduct work to adjust manhole frames and covers to the proposed roadway grades in conjunction with paving operations. WE Energies – Electric manhole frames will have to be adjusted before paving. For manhole frame adjustments, the contractor is required to provide a 14 working day notice (and a 3 working day reminder notice) to inform the utility that the site is ready. It is anticipated that this work will take 20 days to complete adjust manhole frames and covers. Please call (414) 840-4712 or (414) 540-5108 to make the notifications.

Exercise caution when excavating near any gas facilities. It is imperative that the highway contractor contact WE Energies before removing electrical underground cables (or unidentified gas facilities) to verify that they have been discontinued and carry no electrical current (or 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 this verification.

*Replace the eight paragraphs under section titled **J. WE Energies - Gas** with the following:*

Gas valves will be adjusted by WE Energies staff during construction in coordination with the paving contractor. WE Energies – Gas forces will conduct work to adjust gas valves. These gas valves will have to be adjusted before paving. For gas valve adjustments, the contractor is required to provide a 14 working day notice (and a 3 working day reminder notice) to inform the utility that the site is ready. It is anticipated that work will take 20 days to complete gas valve adjustments.

Please call 1 (800) 261-5325 to make the notifications, to get identifications if gas facilities are live, and for gas emergencies.

The contractor will be required to work around, protect, and support the gas mains.

Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is. WE Energies has determined that the project is constructible with these facilities left within the work zone. The contractor will be required to work around existing WE Energies Gas facilities.

There is to be exercised caution when excavating near any gas facilities. It is imperative that the highway contractor contact WE Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or 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. Call WE Energies 24 hour Dispatch lines to arrange this verification.

Work will be complete by May 15, 2022.

WE Energies Electric Dispatch # 1 (800) 622-4797

WE Energies Gas Dispatch # 1 (800) 261-5325

Contact Alex Dantinne at (920) 621-6903 or Bob Sweigart at (414) 935-4438 with questions or concerns.

*Replace entire section titled **K. Windstream** with the following:*

Windstream has underground facilities within the limits of the project with no anticipated changes. Contact Lori Ketter at (414) 274-9215 with questions or concerns.

END OF ADDENDUM